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***Regular Meeting***

*Monday, May 4, 2020*

*7:00 PM*

*Council Chambers*

*Meeting Agenda*

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**Call Meeting To Order:**

1. Mayor Michael

**Invocation:**

2. Mayor Michael

**Approval Of Minutes:**

3. Consider Approval of April 20, 2020 Regular Meeting Minutes

**Public Hearings:**

4. Incentive Resolution for Project Bella

**Agenda Adjustments:**

**Unannounced Delegations:**

**Municipal Calendar:**

5. Municipal Calendar

**Consent Agenda:**

6. Consider Approval of Contract with Chambers Engineering for Albemarle Business Center
7. Consider Approval of Capital Improvement Plan
8. Consider Approval of EE Waddell HVAC Design Build Contract
9. Consider Adoption of Update to the Cabarrus, Stanly, Union Regional Hazard Mitigation Plan
10. Consider Ordinance and Resolution to Allow NC Municipal Power Agency #1 to Provide Monthly Electronic Billing

**New Business:**

11. Presentation of the Proposed FY 20/21 City of Albemarle Budget
12. Discussion of Drainage Issue
13. Establish Filing Fees for 2020 City Elections

**Adjournment:**

14. Adjourn to June 1, 2020 Regular Meeting at 7:00 p.m.

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Title – Mayor Michael

Description:

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

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**ATTACHMENTS:**

Name:	Description:
No Attachments Available	

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**APPROVALS:**

Date/Time:	Approval:	Department:	
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Title – Mayor Michael

Description:

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

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**ATTACHMENTS:**

Name:	Description:
No Attachments Available	

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**APPROVALS:**

Date/Time:	Approval:	Department:	
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Title – Consider Approval of April 20, 2020 Regular Meeting Minutes

Description:

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

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**ATTACHMENTS:**

Name:	Description:
<input type="checkbox"/> <a href="#">April 20, 2020 REGULAR.docx</a>	April 20, 2020 Regular Minutes

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**APPROVALS:**

Date/Time:	Approval:	Department:	
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REGULAR MEETING CITY COUNCIL

April 20, 2020

The City Council of the City of Albemarle met in a regular session on Monday, April 20, 2020 at 7:00 p.m. via electronic meeting. A physical quorum of members was present in the Council Chambers of City Hall, as well as the Mayor and the City Manager. Mayor Ronnie Michael presided, and the following Councilmembers were present, to-wit: Mayor Pro Tempore Martha Sue Hall, Bill Aldridge; Chris Bramlett; Martha E. Hughes; Dexter Townsend; and Chris Whitley. Joining the meeting by phone was Shirley E. Lowder.

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Mayor Michael called the meeting to order.

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Mayor Michael announced that due to Councilmember Lowder's participation via phone for this meeting he would move the New Business agenda item "Consider Adoption of an Electronic Meeting Policy" to the beginning of the meeting in order for her to be able to join the meeting remotely for the entirety of the meeting after this vote.

Upon a motion by Councilmember Hall, seconded by Councilmember Townsend, unanimously carried, Council approved the agenda adjustment. Voting in favor were Council members Hall, Hughes, Townsend, Whitley, Bramlett, and Aldridge.

The policy complies with the current NC General Statutes and would allow the City Council or any Council appointed Board or Committee to have members participate via electronic means under certain circumstances. In order to comply with current State law, a quorum would still need to be physically present in the established meeting location; however, the policy allows some members to have full participation in the meeting via electronic means. Staff believes this is a good policy as it will also be useful beyond the current situation, as board members often have legitimate conflicts and issues that prevent them from being physically present at a meeting.

The policy also establishes procedures for public notification and methods for participation when it is not possible to allow the public to physically attend a meeting. Since this is the type of situation with which we are currently dealing, the policy allows for an established process to allow meetings to proceed.

The one exception to the policy is that the City cannot conduct any quasi-judicial proceedings in this manner. Interpretations of the current law are consistent in that quasi-judicial proceedings are excluded because of due process considerations. Board of Adjustment activities, as well as quasi-judicial proceedings that from time to time come before Council and the Historic Resources Commission, will need to be deferred or be conducted in a manner to allow participating board members and interested parties to be physically present.

Councilmember Bramlett noted a discrepancy in section 2 “Conditions Necessary for Electronic Meetings” and section 4 “Quorum” of the policy in terms of the respective statements about which members could constitute a quorum in order to conduct City business during a meeting. In section 2 only a physically present quorum of Council members is noted as a requirement in order to proceed with a meeting, whereas section 4 of the policy currently states that both members physically and electronically present would count towards establishing a quorum. Council decided that the phrase “...or electronically...” in the first sentence in section 4 would be stricken in order to harmonize the quorum requirement that physically present Council members would count towards establishing a quorum for a meeting.

Another question was raised about whether there should be an additional section specifying whether Council members should be permitted to participate electronically during closed session. Council agreed that a section 8 titled “Closed Session” would specify that only members physically present would be able to participate during closed session.

The Mayor noted that Council could always amend this policy at a later date if needed or desired.

Upon a motion by Councilmember Bramlett, seconded by Councilmember Hughes, unanimously carried, Council approved the Electronic Meeting Policy with changes as noted above. Voting in favor were Councilmembers Hall, Hughes, Townsend, Whitley, Bramlett, and Aldridge.

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The Mayor announced the addition of Councilmember Lowder to the meeting via phone.

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Mayor Michael made a statement. He acknowledged that these are unusual circumstances in which to hold a meeting, but that City business still is occurring and the items being considered tonight are critical to maintaining City operations. He noted that he, the City Manager and City Council are using social distancing methods and keeping the number of people present in the room to under 10 people in accordance with the state executive order and the City’s declaration of a state of emergency, both of which are still in effect. In order to provide public input for this meeting, a public notice was distributed and posted providing information on how anyone wishing to address City Council could call in by phone.

The Mayor thanked all City of Albemarle residents and businesses for complying with state, county and local health measures in order to shorten the COVID-19 pandemic’s effect. Finally, the Mayor encouraged everyone to continue to practice social distancing and follow all health guidelines as promoted by the CDC, state, and county health departments.

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The Mayor then gave the invocation.

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Upon a motion by Councilmember Hall, seconded by Councilmember Bramlett, unanimously carried, the minutes of the March 3, 2020 adjourned meeting as corrected, and the March 3, 2020 closed, March 16, 2020 regular and March 16, 2020 closed minutes as submitted were approved.

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**ADMINISTRATIVE REPORTS**

Departmental Monthly Reports

Mayor Michael and Councilmembers received monthly departmental reports for March 2020 prior to the meeting. The Mayor asked if any Council members had any questions or comments.

Mayor Pro Tem Hall thanked department heads for submitting reports during a very busy time for them.

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**MUNICIPAL CALENDAR**

Mayor Michael and Councilmembers received the municipal calendar prior to the meeting. The Mayor asked if any Councilmembers had any questions or comments.

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**CONSENT AGENDA**

Mayor Michael noted that for the change order #3 for contract 1 for the sanitary sewer rehabilitation phase 2 item, there also is a contract amendment for the Engineer as part of that packet on which Council would be voting. The Mayor also asked if Council wanted to remove any items from the consent agenda. There were no motions for any further changes to be noted in the consent agenda, or to remove any items.

A question was raised about how the public hearing for the Public Housing 5 Year Plan was conducted given the health guidelines in place due to COVID-19. Assistant City Manager Nyki Hardy replied that there was a morning and an afternoon hearing scheduled on April 2<sup>nd</sup> and that prior to both, Staff set up a room in Public Housing to ensure that each chair was 6 feet apart from other chairs. For the morning hearing there were no attendees, and there were only 2 attendees at the afternoon hearing. Those 2 attendees were socially distanced from one another in the room during the hearing.

Ordinance 20-11 – To Appropriate Fund Balance for the Change in the Parking Configuration on North Street

This ordinance to appropriate the fund balance in the General Fund for the striping of North Street between Second Street and Fourth Street.

(Ordinance 20-11 - To Appropriate Fund Balance for the Change in the Parking Configuration on North Street)

### Ordinance 20-12 – To Extend the Handicapped Parking Zone on North Third Street

The Ordinance has been drafted at Council's direction and increases the on-street handicapped parking zone on the west side of North Third Street in front of the Stanly County Senior Center.

(Ordinance 20-12 - To Extend the Handicapped Parking Zone on North Third Street)

### Approval of Change Order #3 for Contract 1 of Sanitary Sewer Rehabilitation Phase 2

This item was discussed and reviewed by Adam Kiker, LKC Engineering, at the March 16th meeting. This is not part of the original contract. It is being proposed because it has been determined to be a need that must be addressed in the near future. Performing the work now will save on mobilization and other costs.

Change Order #3 for Contract 1 of Sanitary Sewer Rehabilitation Phase 2 is to replace an existing 8" aerial line that is compromised and at risk of failure in the amount of \$80,095.20. The change order scope would feature replacing the line and using an I-beam to span the creek. Beginning contingency for the project was \$270,000. \$19,333 has been previously approved, leaving a current balance of \$250,667. The item added is a contract amendment for the engineer, which changes the scope of the contract, and for which the City incurred additional costs to design the change.

### Consider Bid 2020-05 - SCADA System Upgrade in Public Utilities Department

Public Utilities received 2 sealed bids on March 26, 2020 to provide a SCADA (Supervisory Control & Data Acquisition) System Upgrade of the master station in the electric division. This computer is the brains to the operation of all the substations (breakers and switches). Southeastern Consulting Engineers is recommending that the City accepts QEI's bid of \$76,260 with delivery of 12 weeks. The other bid from Survalent Technology came in at \$108,790 with delivery of 12 to 16 weeks. There were 2 other vendors with "no bid". Staff advises that since what we are seeking is part for service, there is no requirement for three bids to be received and Council can proceed with approving a bid.

### Pavement Maintenance Contract Approval

There are two informal contract bids for approval for the City's annual pavement maintenance plan. The low bid contract for the micro-surfacing preservation was submitted by Boxley Materials Company in the amount of \$133,510.22. The low bid contract for the 2" mill and resurface was submitted by CK Earnhardt & Son in the amount of \$189,404.94.

### Approval of Public Housing's 5 Year Agency Plan and Proposed Policy Changes

At the March 2, 2020 City Council meeting, Interim Public Housing Director Garry Lewis presented the draft FY2020-FY2024 Five Year Agency Plan. The required public hearings were advertised and held on April 2nd to receive public comments on the agency plan and proposed policy



changes. It is recommended that City Council approve Public Housing's FY2020-2024 Five Year Agency Action Plan and proposed policy changes for submittal to HUD.

#### Albemarle Business Center Farming Lease

The City wishes to lease a portion of the land at the Albemarle Business Center for farming. Council received a contract with the Southland Timber Company, Inc. for review prior to the meeting. Farming the land keeps the developable areas clear and rental income is received.

When the land for the Albemarle Business Center was purchased it was being farmed for cotton and the City has allowed the farmer to continue. Also, it was beneficial to the City for the farmer to manage the land. After farming two more years, the existing farmer was not able to continue and was planning to have another farmer farm the land. As the planting and growing season was approaching there was uncertainty about the situation with the existing farmer.

Also, as the time to install infrastructure for the Albemarle Business Center is approaching, these farmers were made aware that their crops could be at risk as development took place. This could include a company wishing to buy and develop land. Ultimately, the existing farmer group decided it did not want to take on the risk related to development. The new farmer, Southland Timber Company, Inc. decided they could handle this risk and we are presenting a contract with them to farm the land for \$60 per acre. 150 acres will be farmed for a total lease of \$9,000 annually.

#### Cancel City Council Personnel Policy Workshop, Monday, April 27<sup>th</sup> at 6:00 pm

This workshop was scheduled previously. If City Council would like to cancel this meeting and reschedule when the coronavirus has subsided, it would not cause any issue for staff.

Upon a motion by Councilmember Hughes, seconded by Councilmember Hall, unanimously carried, Council approved the following:

- Ordinance 20-11 appropriating the General Fund balance for the striping of North Street between Second Street and Fourth Street.
- Ordinance 20-12 extending the on-street handicapped parking zone on the west side of North Third Street in front of the Stanly County Senior Center.
- Change order #3 for contract 1 for sanitary sewer rehabilitation phase 2 with the notation of the addition of the contract amendment for the Engineer.
- QEI's bid of \$76,260 with delivery of 12 weeks for the SCADA system upgrade in the Public Utilities Department.
- Boxley Materials Company's bid of \$133,510.22 for micro surfacing preservation and CK Earnhardt & Son's bid of \$189,404.94 for milling and resurfacing for the City's annual streets maintenance plan.
- Public Housing's FY2020-2024 Five Year Agency Action Plan and proposed policy changes.
- Southland Timber Company Inc.'s farming lease contract with the City of Albemarle for 150 acres of the Albemarle Business Center site.

- Cancellation of the April 27<sup>th</sup> Council Personnel Policy Workshop.

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## **NEW BUSINESS**

### Recommendation of Benefits Broker

Human Resources Director Dana Chaney summarized the selection process and rationale for Staff's recommendation to City Council via phone (unmuted by Zoom conference facilitator) using a presentation provided to City Council prior to the meeting.

The City has been with the same broker for many years, and much has changed in the industry and also with our needs during this time, so Staff felt it was appropriate to solicit proposals. The overall goal of this process was to identify a broker that could successfully manage both the City's self-funded health insurance programs, as well as ancillary benefits programs, providing a more strategic approach and consolidated enrollment process.

The City recently conducted a Request for Proposal (RFP) to invite submissions from firms with expertise and experience in providing brokerage services for health insurance and employee benefits. Compensation for broker services will primarily be through a combination of brokerage fees paid by the insurance carriers. The City considered alternate fee proposals, including annual and additional service rates for comprehensive services. Staff agreed that provider selection would not be based solely upon price.

Staff engaged in a multi-step process between early February and mid-March 2020 to reach its final recommendation to Council, which included responding to potential bidder questions during the RFP phase, convening a member panel to review submissions, interview firms and offer 4 finalist selections to Human Resources, and performing extensive background checks on the finalists by interviewing multiple municipalities locally and regionally that have used the finalists' services. As a result of this process, Staff would like to recommend One Digital to Council for consideration of approval of a contract with them for self-funded health insurance programs, as well as ancillary benefits programs.

One Digital has been recommended for the following reasons:

- They listened to the City's needs;
- There is greater choice of services with this firm;
- There is opportunity for cost management and transparency with this firm;
- One Digital emphasizes benefits technology;
- This firm would enable the City to consolidate open enrollment for a variety of benefit programs;
- One Digital would provide additional, unbiased professional guidance to employees; and
- One Digital emphasizes enhanced employee educational opportunities.

Should Council decide to approve One Digital for the benefit broker contract, Human Resources would start right away with client onboarding, financial and market reviews, discussions of goals, review of wellness programs, and development of an enrollment strategy.

Upon a motion by Councilmember Hall, seconded by Councilmember Aldridge, unanimously carried, Council approved awarding the benefits brokerage services contract to One Digital to begin as soon as the contract can be executed.

Before leaving the agenda item, a few members asked for clarification on the timeline for undergoing a comprehensive review to include the financial impact of the change in benefits brokers, and how the current carrier would be notified. HR Director Dana Chaney replied that she intends to begin the comprehensive review as soon as possible. The current carrier would be notified of the change in benefits brokers via the broker of record notice.

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Designation of a Voting Delegate for the Annual NCLM Business Meeting

The Annual Conference of the NCLM membership has been canceled. Like all other organizations, the NCLM is trying to find ways to move forward with needed business and work in the current environment. As a result, the Business Meeting typically held during the Annual Conference will be held electronically. This is the time when the City would designate a voting delegate. In the current situation, the voting delegate will vote electronically prior to the meeting with the result presented at the electronic meeting. The virtual Annual Meeting is scheduled for May 28<sup>th</sup>, with voting occurring by May 15<sup>th</sup>.

The City can designate one voting delegate and an alternate. Considering Councilmember Townsend has been the City of Albemarle's NCLM voting delegate for years, members agreed that he should remain the delegate this year.

Upon a motion by Councilmember Bramlett, seconded by Councilmember Aldridge, unanimously carried, Council approved Councilmember Dexter Townsend to be the City's delegate for the 2020 NCLM Annual Business Meeting.

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Introduction of New Public Housing Director

Mr. Lee Staton started as the new Public Housing Director on Monday, March 30, 2020. The City Manager Michael J. Ferris stated that although Mr. Staton began his position during an unusual and busy time for the City with the rise of the COVID-19 pandemic, he has shown an exemplary ability to hit the ground running and start to address some routine issues in his first 3 weeks in the position.

The City Manager invited the new Public Housing Director Lee Staton to say a few words. Mr. Staton entered the meeting via phone. He thanked the City Manager, the Assistant City Manager, and other members of the City management team for giving him the opportunity to serve in this position.

The Mayor and Council members welcomed Mr. Staton and expressed the hope that they will be able to see him in person soon.

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## COMMENTS/UPDATES

Mayor Michael asked if Council members had any comments they would like to make. The following Council members provided remarks:

### Councilmember Townsend:

- The lights in the parking lot at the new police station look great.
- In this uncertain time of dealing with COVID-19 you never know what the community is made of until they are confronted with a crisis. The City of Albemarle and Stanly County are resilient. He is proud of how residents, businesses, the community, City staff, the Stanly County School system, health departments and health care groups, and entities like Stanly County Christian Ministries, and restaurants are all helping one another to keep the community safe and provide basics like food to those impacted by the pandemic. The Mayor and Mayor Pro Tempore echoed Councilmember Townsend's shout out to Stanly County Christian Ministries for asking for food donations and getting a great response from the community, and for aiding a huge increase in families obtaining food via the weekly food giveaways and sponsoring a Second Harvest Food Bank food truck a few weeks back.

### Mayor Pro Tempore Hall:

- An "attaboy" went out to all City staff, who are considered essential during this time. She told them to stay safe.
- Following up on part of Councilmember Townsend's remarks, she commended Stanly County Christian Ministries for providing (and preparing) food for hundreds of families daily since early in the pandemic. She noted that donations of food can be dropped off there on Mondays and Wednesdays, and that families can drive up to receive food on Tuesdays and Thursdays. Councilmember Townsend noted that in Oakboro this Thursday April 23<sup>rd</sup>, a Second Harvest Food Bank food truck will arrive with 50 pounds of food to give away to the first 300 families in line.
- The Community Inn is still operating.

### Mayor Michael:

- Thanks to City staff and residents for staying home and taking the necessary precautions to get through this safely.

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Upon a motion by Councilmember Aldridge, seconded by Councilmember Hughes, unanimously carried, the meeting was adjourned to the next regular City Council meeting on Monday, May 4, 2020 at 7:00 p.m. in City Council Chambers via an electronic meeting.

Mayor Pro Tempore Hall made an announcement after the motion for adjournment. The Special Events Committee is planning a series of three, Friday night social events at City Lake Park. Provided that restrictions will be lifted by this time, on the 1<sup>st</sup>, 2<sup>nd</sup> and 4<sup>th</sup> Fridays in June the Special Events Committee will host a social event to include food trucks, entertainment, and a variety of games.

Councilmember Lowder provided a remark after the motion for adjournment. She commended the City Public Works Streets Division crew who worked on the water line break and street repair on Highway 52 North during the Easter weekend. Considering the amount of street repair to be done, Councilmember Lowder thought that the time the Streets crew took to get the street repaired was fast.

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Title – Incentive Resolution for Project Bella

Description:

The City of Albemarle is holding a public hearing to consider providing an economic incentive to assist a local industry expansion in Albemarle. This expansion includes a new addition valued at \$1,400,000 to their existing building, new equipment valued at \$1,500,000, and creating 15 new jobs. The City of Albemarle is considering incentivizing the business venture with a grant of \$50,957 to paid out over a five year period.

Over the five year period, the City can receive a net increase in revenue of \$33,971 due to receiving an estimated \$84,957 in new property taxes. Should the grant be approved, the incentives will be budgeted for the years they will be paid out.

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

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<b>ATTACHMENTS:</b>	
Name:	Description:
<input type="checkbox"/> <a href="#">RESOLUTION_20-04_Project_Bella_Incentive.docx</a>	Resolution 20-04
<input type="checkbox"/> <a href="#">SCHEDULE_A.docx</a>	Schedule A - Bella Project Incentive Computations
<input type="checkbox"/> <a href="#">SNAP_Invoice_Public_Hearing_Notice_for_5-4-20.pdf</a>	SNAP Notice of Public Hearing - Bella Project

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<b>APPROVALS:</b>			
Date/Time:	Approval:	Department:	

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RESOLUTION 20-04

A RESOLUTION FOR THE CITY OF ALBEMARLE TO APPROVE INCENTIVES BETWEEN  
PROJECT BELLA AND THE CITY OF ALBEMARLE, NORTH CAROLINA

WHEREAS, the Mayor and City Council wishes to incent Project Bella to increase investment in new equipment and building and to create jobs in the City Albemarle at their existing facility in compliance with NCGS 158 — 7.1; and

WHEREAS, Project Bella proposes to add approximately 15 new full-time jobs and invest \$2,900,000 in new building and equipment; and

WHEREAS, this incentive is estimated to be \$50,957 with estimated City revenues to be \$84,928 over a five year period; and

WHEREAS, this incentive shall be reduced should the investment and/or jobs be reduced; and

WHEREAS, All appropriations and expenditures pursuant to this section shall be subject to the provisions of the Local Government Budget and Fiscal Control Acts of the North Carolina General Statutes; and

WHEREAS, PUBLIC NOTICE was published in the Stanly News and Press on April 21, 2020 as notice of this Public Hearing; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of Albemarle, after considering input at this Public Hearing, will provide an incentive stated above contingent on Project Bella making at least the investment and creating the jobs stated above in paragraph five; and

BE IT FURTHER RESOLVED that the City Council of the City of Albemarle does hereby adopt this Resolution this the 4<sup>th</sup> day of May, 2020 and authorize Mayor Michael to sign the Incentive Agreements and Documents associated with it.

Approved this 4<sup>th</sup> day of May, 2020

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G. Ronnie Michael  
Mayor, City of Albemarle

Attest: \_\_\_\_\_  
Cynthia L. Stone  
Clerk, City of Albemarle

SEAL

## SCHEDULE A

### # Project Bella Incentive Calculations

\* Tentative Proposal

Staff Requests Business Development Grant of 60% for five (5) years

Assumes minimum \$2.9 million taxable investment (\$1.4M real property, \$1.5M equipment)

Fiscal Year		Real Property Value	Machine and Equip Cost	M&E %Good	M&E Assessed Value	Total Value	County Rate 0.67	Municipal Rate 0.64	Total Taxes	Grant 60%
2021-2022	1	\$ 1,400,000	\$ 1,500,000	1.00	\$ 1,500,000	\$ 2,900,000	\$ 19,430	\$ 18,560	\$37,990	\$ 22,794
2022-2023	2	\$ 1,400,000	\$ 1,500,000	0.91	\$ 1,365,000	\$ 2,765,000	\$ 18,526	\$ 17,696	\$36,222	\$ 21,733
2023-2024	3	\$ 1,400,000	\$ 1,500,000	0.84	\$ 1,260,000	\$ 2,660,000	\$ 17,822	\$ 17,024	\$34,846	\$ 20,908
2024-2025	4	\$ 1,400,000	\$ 1,500,000	0.76	\$ 1,140,000	\$ 2,540,000	\$ 17,018	\$ 16,256	\$33,274	\$ 19,964
2025-2026	5	\$ 1,400,000	\$ 1,500,000	0.67	\$ 1,005,000	\$ 2,405,000	\$ 16,114	\$ 15,392	\$31,506	\$ 18,903
(Projected) Jobs created: 5(Year 1)+10 (year 2), TOTAL = 15 full-time							Total Tax Liability		\$ 173,837	
Range: \$12-22/hour, Median: \$17/hour, Weekly: \$680; County Average (2018; \$694/week							Total Incentive Amount		\$ 104,302	
							Net		\$ 69,535	

PREVIOUS GRANT AWARDS				
Project	%	Investment	Jobs	Years
Triton	65	\$2,200,000	23	5
Global Pack	5	1,300,000	5	5
Qual. Encl.	75	\$2,567,000	50	5
Enforge	75	\$4,260,000	44	8

County Only Tax Liability	\$ 88,909
County Only Total Incentive	\$ 53,345
Net	\$ 35,564
City Only Tax Liability	\$ 84,928
City Only Total Incentive	\$ 50,957
Net	\$ 33,971

The 16 A-11 (2019) manufacturing schedule from the NCDOR Cost index and Depreciation Schedule was used in the above computations.

\* Incentive calculation proposal for the City of Albemarle is tentative pending a public hearing and formal vote by the City of Albemarle.

# Initial payment to be paid in FY 201-22 upon listing of new equipment and payment of 2021 tax bill prior to January 5, 2022. Incentive grant would be paid once the investment and job creation stipulated in the performance agreement are verified and 2021 taxes are paid in full.



<b>Client</b>	CITY OF ALBEMARLE TANNER DENTON PO BOX 190  ALBEMARLE, NC 28002	<b>Client Phone</b>	(704) 984-9451
<b>Address</b>		<b>Client EMail</b>	TDENTON@CI.ALBEMARLE.NC.US
<b>Account #</b>	164422	<b>Price</b>	\$194.50
<b>Ad #</b>	1032834	<b>Purchase Order #</b>	
<b>Start Date</b>	04/21/20	<b>Sales Rep</b>	Debbie Holt
<b>End Date</b>	04/21/20	<b>Phone</b>	
<b>Tagline</b>	CITY OF ALBEMARLE CITY COUNCIL	<b>EMail</b>	legals@salisburypost.com
<b>Remit to: Stanly News &amp; Press, PO Box 488, Albemarle, NC 28002</b>			

**CITY OF ALBEMARLE  
CITY COUNCIL  
NOTICE OF PUBLIC HEARING**

Notice is hereby given a public hearing will be held by the City of Albemarle City Council pursuant to N.C.G.S. 158-7.1 on Monday, May 4, 2020 at 7:00 p.m. or shortly thereafter in the City Council Chamber in Albemarle, North Carolina.

**To comment at this Public Hearing, City of Albemarle residents wishing to address City Council are required to complete the following steps no later than 2:00 PM on Monday, May 4th.**

1. Either email or call the City Clerk at [cstone@ci.albemarle.nc.us](mailto:cstone@ci.albemarle.nc.us) or (704) 984-9411 and provide the following information:

- a. Full name
- b. Phone number you expect to use to dial into the Zoom conference call line.
- c. State interest for commenting on this Public Hearing.

**2. On the night of the meeting, Monday, May 4th, at 7PM, browse to the <https://vimeo.com/cityofalbemarlenc> streaming service page. On that page you will see the scheduled meeting. There will be dial-in information for participants including a **PHONE NUMBER**, a **MEETING ID**, and a **PASSWORD**. Call INTO the meeting using the number obtained from Vimeo. Please be sure to dial FROM the phone number you provided to the City Clerk when you signed up to speak.**

**If there are any questions dial Cindy Stone 704-984-9411.**

The purpose of the public hearing is to invite public comment on a proposed economic incentive agreement that will result in a five (5) year, 60% business development grant between the City of Albemarle and an existing manufac-

turer of protective covers located in the corporate limits of Albemarle, North Carolina. The grant will aid and encourage new taxable investment within the City of Albemarle. The company will invest a minimum of \$2,900,000 and create approximately fifteen (15) new jobs. The incentive agreement will be funded with General Fund revenues. The City of Albemarle will recover the cost from new tax revenue, and the public will benefit from the additional property, business and sales tax revenue, stimulation of the overall economy and expanded employment opportunities in the City of Albemarle.

Persons needing special assistance or non-English speaking persons should contact the City Clerk's office at (704) 984-9411 at least 48 hours prior to the hearing.

Publish: April 21, 2020.

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Title – Municipal Calendar

Description:

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

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**ATTACHMENTS:**

Name:	Description:
<input type="checkbox"/> <a href="#">Municipal_Calendar_spring_2020_revised_04.28.2020.docx</a>	Municipal Calendar

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**APPROVALS:**

Date/Time:	Approval:	Department:	

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CITY OF ALBEMARLE  
MUNICIPAL CALENDAR – 2020

**May 2020**



- 4 Regular Meeting City Council – 7 pm
- 5-7 ~~NC League of Municipalities (NCLM) CityVision Annual Conference, Wilmington, NC~~ CANCELLED
- 7 Planning/Zoning Board – 7 pm
- 11 ADDC Board of Directors – 12 Noon
- Historic Resources Commission – 6 pm
- 11 City Council Budget Work Session – 4pm
- 14 City Council Budget Work Session – 4pm
- 18 Regular Meeting City Council – 7 pm
- 21 Rocky River RPO TAC Meeting – Locust
- 25 City Holiday – Memorial Day
- 26 Stanly County CCOG quarterly meeting – 6:30 pm; City of Albemarle hosting

**June 2020**



- 4 Planning/Zoning Board – 7 pm
- 8 ADDC Board of Directors – 12 Noon
- Historic Resources Commission – 6 pm
- 15 Regular Meeting City Council – 6 pm
- Tree Commission Meeting – TBD

## July 2020



- 2 Planning/Zoning Board – 7 pm
- 3 City Holiday – Independence Day
- 13 ADDC Board of Directors – 12 Noon
- Historic Resources Commission – 6 pm
- Regular Meeting City Council – 6 pm

## August 2020



- 6 Planning/Zoning Board – 7 pm
- 10 ADDC Board of Directors – 12 Noon
- Historic Resources Commission – 6 pm
- Regular Meeting City Council – 6 pm

Print

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Title – Consider Approval of Contract with Chambers Engineering for Albemarle Business Center

Description:

City Council has previously provided its approval to move forward with engineered development options for the Albemarle Business Center. The original process was going to have the price included in the larger construction bid package Chambers Engineering would develop. Since we are not certain when the bid package will be developed and released, the work that has been authorized for the engineering options needs to be separated out (from the bid package development) so it can be paid, which is the reason for the contract under consideration. Funds are within the current project budget for this expense.

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

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**ATTACHMENTS:**

Name:	Description:
No Attachments Available	

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**APPROVALS:**

Date/Time:	Approval:	Department:	
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Print

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Title – Consider Approval of Capital Improvement Plan

Description:

On October 21, 2019, Council was presented with a printed Draft of the 2021-2025 Capital Improvement Plan (CIP). During Council's Fall Strategic Budget Planning Session on November 19, 2019, First Tryon presented the financial model which included discussion of Capital Projects in General and Enterprise Funds. For the 2021-2025 CIP, staff anticipates the need for approximately \$94.71M in capital costs over the next five years.

The CIP is not a guarantee of funding for certain programs or capital needs, but rather a planning tool to help anticipate and plan for the City's capital needs over a five-year span. All projects and needs will be re-analyzed with the adoption of each annual budget, and may be adjusted as priorities change and with the availability of revenue. CIP's are generally needed when seeking funding sources as outside agencies like to see appropriate financial planning and growth management tools, and a well drafted CIP displays the City's ability to effectively forecast and successfully plan.

Staff seeks Council's final approval of the proposed CIP. Once approved, Council will receive a bound copy of the approved CIP. The draft plan as attached is a duplicate of the hard copies Council received in October 2019.

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

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<b>ATTACHMENTS:</b>	
Name:	Description:
<input type="checkbox"/> <a href="#">Draft_CIP_FY21-25_10.21.19.pdf</a>	2021-2025 CIP

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<b>APPROVALS:</b>			
Date/Time:	Approval:	Department:	

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**Draft**

**CAPITAL IMPROVEMENT  
PROGRAM  
FOR THE  
CITY OF ALBEMARLE**



**ALBEMARLE**  
NORTH CAROLINA  
*Water. Air. Land. Opportunity.*

**FISCAL YEARS 2021 – 2025  
(July 1, 2020 to June 30, 2025)**

**DRAFT  
Proposed October 21, 2019**

# CAPITAL IMPROVEMENT PROGRAM (CIP): AN INTRODUCTION

## **What is the Capital Improvement Program?**

The City of Albemarle's Capital Improvement Program (CIP) is a planning and budgeting tool that provides detailed information about the City's capital needs over a five-year time frame. The five years of the CIP outlines the capital projects proposed for implementation along with their estimated costs; however, the CIP is designed to be a flexible planning tool for the City of Albemarle. Each year, the list of projects is reviewed for need, cost, and priority. Projects may be added, deleted, delayed, accelerated or new projects may be inserted. City staff will provide recommendations regarding the alteration of the desired timetables of projects with the ultimate responsibility for approval and implementation resting with City Council. In this regard, the Capital Improvement Budget process flows very similarly to the adoption of the City's operating budget.

Generally, capital improvements are defined as physical assets, constructed or purchased, that have a useful life of 5 years or greater and a cost of \$75,000 or more. Examples of projects that meet this definition of a capital improvement are:

1. New and expanded facilities.
2. Large scale rehabilitation or replacement of existing facilities.
3. Equipment for any public facility or improvement when first constructed or acquired.
4. The cost of engineering or architectural studies and services relative to the improvement.
5. The acquisition of land for a community facility such as a park, road, sewer line, etc.
6. Purchase of vehicles or equipment, when it has an expected useful life of 5 years or more and a cost of \$75,000 or greater.

## **Benefits of a Capital Improvement Program and Capital Spending**

A CIP is a financial planning and growth management instrument. A well-developed CIP will allow the City of Albemarle to forecast trends and capital needs. Through the use of the CIP, the City will be able to successfully plan for and address infrastructure needs. Due to the cost associated with capital projects, organizations are often not prepared to deal with capital requirements in the most efficient manner, with emergency needs frequently being the determining factor on assigning capital priorities. Clearly, a reactionary approach to expenditures and investments of this size is neither desirable nor the best way to address a significant aspect of the City's future. Other benefits of a CIP include:



1. Planning for the repair, replacement, and acquisition of capital items.
2. Assisting with financial planning by forecasting capital needs with future revenues and expenditures.
3. Ensuring better coordination and evaluation of community needs.
4. Serving as a guide for the Mayor, City Council and City staff in decision-making.
5. Meeting the prerequisite in eligibility to apply and receive many different grants.

The City of Albemarle continues to operate in a very fiscally conservative atmosphere. All expenditures involve some form of public money, and the City Council and staff are cognizant of our limited resources. In this type of fiscal environment, the City must strive to be as efficient as possible to continue to provide a high level of services at reasonable tax and utility rates to our citizens. While capital projects and outlays are large expenditure items, they can assist in reducing costs and enhance an organization's availability to provide efficient service. Examples of these benefits include:

1. Reduced maintenance costs.
2. Reduced down time.
3. More efficient methods and procedures.
4. Enhanced safety.
5. Address the needs of the public.

## **Capital Outlays and Capital Projects**

### **CAPITAL OUTLAYS**

“Capital outlays”, which are budgeted within the City’s operating budget, include moderate expenditures for such things as furniture, vehicles, equipment needed to support the operation of the City’s programs, minor construction projects, landscaping projects, and facility repairs. Generally, a capital outlay item is defined as an item valued between \$5,000 and \$74,999 with a life expectancy of less than five (5) years.

### **CAPITAL PROJECTS**

“Capital projects” generally include major fixed assets or infrastructure with long-term values, such as buildings, roads, bridges, and parks, and may involve some form of debt financing. Capital project costs also include all expenditures related to the planning, design, construction, and equipment necessary to bring a facility on line or part of a larger project. These costs should be fully identified and noted in the CIP. For example, the repair or replacement of bleachers, backstop, batting cages and lighting at the Montgomery Park could comprise a capital project for the renovation of the facility, even though individually the specific items would not.

## **Why have a Capital Improvement Program?**

The Capital Improvement Program provides information on the current and long-range infrastructure and equipment requirements of the City. It is a mechanism for balancing needs and resources and for setting priorities and schedules for capital projects. It is based on needs identified through the planning process, requests and recommendations of the City Manager, City Departments, and from the input of citizens and elected officials.

Because the CIP identifies the capital needs of the City for the next five years, it also includes identification of the revenue sources that will be utilized to fund Capital Improvements. Projects may be funded in many different ways (e.g., current revenues, grants, government loans, debt financing, bonds, etc.) depending on the availability of funds, the nature of the project, and the policies of Council.

The CIP combines all of the individual Departmental needs and coordinates them within the context of the needs of the City of Albemarle as a whole. While the CIP outlines exactly what each Department sees as its future needs and prioritizes them within the Department, it also allows the City Council to weigh the needs and goals of all Departments simultaneously to make decisions for the entire City. In this process, the overall good or benefit of a project must be weighed against requested projects of other functional areas, particularly those competing for the same funding resources. Because funding for projects is limited and competitive, decisions should be made in the context of overall City needs. The CIP and its process facilitate City-wide planning and informed decision-making. Identification of projects assures needed projects are being addressed while prioritization ensures that those projects which are most urgently needed are funded first.

## **Why a Separate Capital Project Budget?**

The five-year Capital Improvement Budget lays out planned capital expenditures over this time period. Funds identified through the CIP for a specific project remain with that project until the project is completed, while the operating budget “terminates” at the end of each fiscal year. This allows anyone reviewing the CIP to view the identified funding source for multi-year projects. In addition, expenditures typically found in the operating budget are more routine in nature. Salaries, insurance, postage, small tools and equipment, etc. are reoccurring costs that must be borne by the operating budget each year. With slight annual adjustments, expenditures for these items are more stable.

In contrast, the needs identified in the CIP are non-recurring in nature and are not the routine expenditures incurred by the City that provide for the day to day operation of the City. Funds for capital items are typically only appropriated once the necessary items in the operating budget have been provided. With a minimum cost of \$75,000, it is also beneficial to the City to separate capital from operating expenditures and provide for

greater explanation and detail of the requests for individual capital items (which are non-routine and where more discretion and flexibility can be utilized).

## **How Are Projects Prioritized?**

Similarly to the operating budget, each Department prepares annually and prioritizes their capital needs. Departmental requests are combined and presented to the City Council for review. City Council is responsible for discussing, selecting, and prioritizing the capital requests. City Council has complete discretion for the prioritization of projects and the Capital Improvements Budget and Program. Therefore, it may also include projects originating from the request of the City Council. When all requests for capital project funding is complete, priority is given to projects needed to meet the goals and policies as defined by the City. Understanding and prioritizing City goals is necessary to allocate the limited revenue sources to projects each year.

Since enterprise activities such as the operations of the Public Utilities Department and the City of Albemarle Landfill have their own funding sources, they do not compete with projects in other City funds for funding. Various operations generate their own revenue to maintain operations and do not rely on funds from any other City source or operation. This is also the standard operating procedure in the development of the City annual operating budget and is based upon the fundamentals of fund accounting.

## **How Are Project Costs Determined?**

Providing the most accurate cost estimate possible is a crucial step in this process. It may well prove difficult to develop accurate scopes, cost estimates, and schedules for projects on which no preliminary engineering or other work has been done. For projects identified as five years out in the CIP, this type of work may prove to be impractical as there is no guarantee a project will ever come to fruition. Each year, the CIP should be adjusted as project costs become more firmly known. As staff gains experience with the process and the anticipated implementation date draws closer, the information provided will be complete and accurate.

Individual project costs within the CIP should include all costs related to design, acquisition, construction, project management, equipment, legal expenses, mitigation of damages, title costs, and other land related costs (e.g., computer lines, telephone lines, etc.) when such information is available. The purpose of a CIP is to project the complete cost of a project and all its components.

## **How Are Financing Decisions Made?**

Financing decisions are made based on established City policies, practices and available funding options. The most obvious option is to use current resources such as current revenues, fund balance, and retained earnings; however, financing options must be explored from time to time in order to meet all of the goals and objectives of the City. These options are directly related to project timing and choice of revenue sources. The City of Albemarle staff has and will continue to make recommendations to City Council concerning the feasibility of funding each project and on the potential sources of funding for each proposed project.

While some projects can be delayed until funds from existing revenues are available, others cannot. If this situation was to arise, the City must investigate other options such as grants, user fees, bonds, capital leases and loans and increased taxes. Again, Council will have to weigh the needs and desire for projects against the financial impact and revenue sources to fund requests. Staff will play a vital role in assisting City Council with these issues.

## **SUMMARY**

The Capital Improvement Program represents the mutual efforts of all City Departments, the Mayor, and City Council to meet the infrastructure and service needs to serve City residents and visitors. The guidelines of this document provide a basis for the conception and preparation of the City's Capital Improvement Program. Following the guidelines of the CIP is designed to result in improved coordination of City activities and expenditures, to responsibly allocate limited City resources and to properly plan for large-scale needs of the City of Albemarle.



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b>	ADMINISTRATION
<b>FUND:</b>	General Fund

<b>PROJECT TITLE:</b>	Streetscape Implementation	<b>PRIORITY:</b>	1
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<b>PURPOSE:</b>	Expand
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**PROJECT DESCRIPTION**

Implementation of long term goals within Streetscape Master Plan

**JUSTIFICATION**

The City's Streetscape Master Plan was adopted in 2016; implementation that remains includes adding historic street signs and blades to existing traffic bar signals; new posts; retrofitting lamp posts; painted sharrows; urban core streetscapes; self-watering planters; curb extensions; transit shelters; street tree and tree pit retrofits; alleyscapes; wayfinding and downtown gateways.

CAPITAL COST PER YEAR		CAPITAL COST BREAKDOWN		
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CAPITAL COST PER YEAR		CAPITAL COST BREAKDOWN		
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ 189,340	<b>PLANNING, DESIGN, AND ENGINEERING</b>	\$ 20,000	CURRENT REVENUE
<b>FY 2020-21</b>	\$ 190,000	<b>PURCHASE</b>	\$ 100,000	
<b>FY 2021-22</b>	\$ 202,000			
<b>FY 2022-23</b>	\$ 202,000	<b>CONSTRUCTION</b>	\$ 20,000	CURRENT REVENUE
<b>FY 2023-24</b>	\$ 1,387,250			
<b>FY 2024-25</b>	\$ 1,237,250			
<b>FUTURE YEARS</b>	\$ -	<b>MISCELLANEOUS</b>	\$ 50,000	
<b>TOTAL</b>	<b>\$ 3,407,840</b>	<b>OTHER:</b>		
		<b>OTHER:</b>		
		<b>OTHER:</b>		
		<b>TOTAL</b>	<b>\$ 190,000</b>	

**DESCRIPTION OF SOURCE ESTIMATE:**

**REQUESTED BY:** Nyki Hardy      **DATE:** 9/15/2019  
 Department Head



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> ECONOMIC DEVELOPMENT		
<b>FUND:</b> General Fund		
<b>PROJECT TITLE:</b>	Albemarle Business Center	
<b>PRIORITY:</b>	1	
<b>PURPOSE:</b>	Attract and Retain Industry and Business to Albemarle	
<b>PROJECT DESCRIPTION</b>		
Install infrastructure including water, sewer, and electric lines; roads, sidewalks and lighting; conduit; landscaping; spec buildings; and shovel ready sites in the 282 acre Albemarle Business Center.		
<b>JUSTIFICATION</b>		
Need to ensure the growth of higher paying jobs, tax base, and utility sales for the City of Albemarle. The City does not have physical capital in terms of buildable sites and buildings that are suitable for modern manufacturing needs. No other resources exist to accomplish this.		
<b>CAPITAL COST PER YEAR</b>		
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ 213,985	
<b>FY 2020-21</b>	\$ 5,032,720	
<b>FY 2021-22</b>	\$ 5,812,953	
<b>FY 2022-23</b>	\$ 1,325,631	
<b>FY 2023-24</b>	\$ 910,659	
<b>FY 2024-25</b>	\$ 752,182	
<b>FUTURE YEARS</b>	\$ 590,339	
<b>TOTAL</b>	<b>\$ 14,638,469</b>	
<b>CAPITAL COST BREAKDOWN</b>		
<b>PLANNING, DESIGN, AND ENGINEERING</b>	\$ 213,985	CURRENT REVENUE
<b>PURCHASE</b>	\$ 1,875,000	OTHER
<b>CONSTRUCTION</b>	\$ 13,427,678	CURRENT REVENUE
<b>MISCELLANEOUS</b>		
<b>OTHER:</b>		
<b>OTHER:</b>		
<b>OTHER:</b>		
<b>TOTAL</b>	<b>\$</b>	<b>15,516,663</b>
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>		

**REQUESTED BY:** Mark Donham  
Department Head

**DATE:** 9/20/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> FIRE			
<b>FUND:</b> General Fund			
<b>PROJECT TITLE:</b>	Engine 121	<b>PRIORITY:</b>	1
<b>PURPOSE:</b>	Replace		
<b>PROJECT DESCRIPTION</b>			
This proposal includes purchasing a 2020 Engine to replace the 2006 E-One Engine 121 (F722) that is in primary service at fire station #2. The 2006 engine will be moved to reserve status.			
<b>JUSTIFICATION</b>			
To meet community risks, maximize fire fighter capabilities, minimize risk of injuries to fire department personnel and the public, and meet Insurance Services Office (ISO) apparatus requirements, the Albemarle Fire Department maintains three first-line engines, one reserve engine, a ladder truck, a command vehicle (Battalion Chief), and several utility staff vehicles.			
<b>CAPITAL COST PER YEAR</b>		<b>CAPITAL COST BREAKDOWN</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -	<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>FY 2020-21</b>	\$ 131,000	<b>PURCHASE</b>	\$ 655,000 LEASE PURCHASE
<b>FY 2021-22</b>	\$ 131,000		
<b>FY 2022-23</b>	\$ 131,000	<b>CONSTRUCTION</b>	
<b>FY 2023-24</b>	\$ 131,000		
<b>FY 2024-25</b>	\$ 131,000		
<b>FUTURE YEARS</b>		<b>MISCELLANEOUS</b>	
<b>TOTAL</b>	\$ 655,000	<b>OTHER:</b>	
		<b>OTHER:</b>	
		<b>OTHER:</b>	
		<b>TOTAL</b>	\$ 655,000
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>			

**REQUESTED BY:**

Ernie Hiers  
Interim Department Head

**DATE:**

10/11/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> Fire	
<b>FUND:</b> General Fund	
<b>PROJECT TITLE:</b>	Renovate Fire Stations
<b>PRIORITY:</b>	2
<b>PURPOSE:</b>	Renovate
<b>PROJECT DESCRIPTION</b>	
Renovate Fire Stations One, Two and Three	
<b>JUSTIFICATION</b>	
<p>These three renovation projects fall into the second half of the CIP. Due to the age of these facilities they will need renovation to ensure they are maintained in a condition to house firefighters. As these renovations draw closer, further evaluation should occur to determine the exact project size and scope. The ceiling apparatus in Fire station #1 is flaking and requires a fresh coat of paint. This renovation project would include scraping the existing surface, applying a primer coat and then applying two top coats of paint. Renovations are necessary for Fire Station #2 in the areas of the kitchen, living area and sleeping area. These areas were aging and lack the proper square foot and required safety systems (fire sprinklers, fire alarm, and CO alarm) to function properly as a facility occupied by a full-time career fire department. Fire station #3 needs safety systems to protect the firefighters that occupy the fire station. This station lacks any safety systems (fire sprinklers, fire alarm, CO alarm).</p>	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	
<b>FY 2021-22</b>	
<b>FY 2022-23</b>	\$ 50,000
<b>FY 2023-24</b>	\$ 520,000
<b>FY 2024-25</b>	
<b>FUTURE YEARS</b>	
<b>TOTAL</b>	<b>\$ 570,000</b>
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	\$ 57,000
<b>PURCHASE</b>	
<b>CONSTRUCTION</b>	\$ 513,000
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	<b>\$ 570,000</b>
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Ernie Hiers  
Interim Department Head

**DATE:** 10/11/2019





**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> FIRE	
<b>FUND:</b> General Fund	
<b>PROJECT TITLE:</b>	Rescue Apparatus
<b>PURPOSE:</b>	Purchase
<b>PRIORITY:</b>	3
<b>PROJECT DESCRIPTION</b>	
Acquire a used Rescue Apparatus to transport rescue resources and equipment to emergency scenes freeing up space on existing engines and ladder.	
<b>JUSTIFICATION</b>	
As the City continues to expand with new industries, purchasing a used rescue apparatus to hold specialized rescue equipment will free space on existing apparatus. With the purchase of this used rescue apparatus, the rescue equipment will be readily available and can be used to respond to scenes in lieu of the department's ladder truck. This reduces the wear and tear on the most expensive apparatus in the department.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	
<b>FY 2021-22</b>	
<b>FY 2022-23</b>	
<b>FY 2023-24</b>	
<b>FY 2024-25</b>	\$ 142,000
<b>FUTURE YEARS</b>	\$ 568,000
<b>TOTAL</b>	\$ 710,000
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	\$ 710,000
<b>LEASE PURCHASE</b>	
<b>CONSTRUCTION</b>	
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	\$ 710,000
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Ernie Hiers  
Interim Department Head

**DATE:** 10/11/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> FIRE			
<b>FUND:</b> General Fund			
<b>PROJECT TITLE:</b>	Ladder 11	<b>PRIORITY:</b>	TBD
<b>PURPOSE:</b>	Renovate/Replace		
<b>PROJECT DESCRIPTION</b>			
This apparatus will be a ladder truck or tower ladder with a minimum aerial height of 95 feet. This apparatus will carry specialized equipment to perform operations typically carried out on the fireground by a ladder company			
<b>JUSTIFICATION</b>			
This CIP request will be evaluated by the permanent fire chief once hired. Based on what we have learned from current AFD personnel and other fire departments, a 95 ft. ladder truck may not be needed for our community. Before we commit \$1.25M to a piece of equipment that will not see much use, we need to determine if this is an absolute need.			
<b>CAPITAL COST PER YEAR</b>		<b>CAPITAL COST BREAKDOWN</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -	<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>FY 2020-21</b>		<b>PURCHASE</b>	\$ 1,250,000
<b>FY 2021-22</b>			
<b>FY 2022-23</b>		<b>CONSTRUCTION</b>	
<b>FY 2023-24</b>			
<b>FY 2024-25</b>			
<b>FUTURE YEARS</b>	\$ 1,250,000	<b>MISCELLANEOUS</b>	
<b>TOTAL</b>	\$ 1,250,000	<b>OTHER:</b>	
		<b>OTHER:</b>	
		<b>OTHER:</b>	
		<b>TOTAL</b>	\$ 1,250,000
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>			

**REQUESTED BY:** Michael Ferris  
Department Head

**DATE:** 9/20/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC HOUSING	
<b>FUND:</b> Public Housing	
<b>PROJECT TITLE:</b>	Architecture and Engineering Services
<b>PRIORITY:</b>	1
<b>PURPOSE:</b>	Mandated
<b>PROJECT DESCRIPTION</b>	
Architecture Services for HUD Capital Fund Grant Projects	
<b>JUSTIFICATION</b>	
For preparation of contracts, plans specifications, construction inspections, and HUD reports.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ 31,500
<b>FY 2020-21</b>	\$ 31,500
<b>FY 2021-22</b>	\$ 31,500
<b>FY 2022-23</b>	\$ 31,500
<b>FY 2023-24</b>	\$ 31,500
<b>FY 2024-25</b>	\$ 31,500
<b>FUTURE YEARS</b>	\$ 31,500
<b>TOTAL</b>	<b>\$ 220,500</b>
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	\$ 220,500
<b>PURCHASE</b>	
<b>CONSTRUCTION</b>	
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	<b>\$ 220,500</b>
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Cedric Baldwin  
Department Head

**DATE:** 8/20/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> Public Housing	
<b>FUND:</b> Public Housing	
<b>PROJECT TITLE:</b>	Exterior/Interior Door Replacement
<b>PRIORITY:</b>	2
<b>PURPOSE:</b>	Mondernization
<b>PROJECT DESCRIPTION</b>	
Replace/Refurbish Exterior and Interior doors in all apartment units	
<b>JUSTIFICATION</b>	
Previous REAC inspection found significant deficiencies with the interior and exterior doors in the apartment units. These deficiencies contributed to the Department receiving a substandard physical score on the PHAS assessment. To improve the PHAS scoring it is critical that this project be moved up in priority. The scope of work will include replacing all exterior doors at all units. Interior doors will be replaced as well, with the understanding that not all interior doors will need to be replaced. Those doors that would not require replacing will be refurbished. It is the expectation that these efforts will improve the Department's scoring on the upcoming REAC inspection.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ 657,689
<b>FY 2020-21</b>	\$ 462,927
<b>FY 2021-22</b>	\$ -
<b>FY 2022-23</b>	\$ -
<b>FY 2023-24</b>	\$ -
<b>FY 2024-25</b>	\$ -
<b>FUTURE YEARS</b>	\$ -
<b>TOTAL</b>	\$ 1,120,616
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	
<b>CONSTRUCTION</b>	\$ 1,120,616
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	\$ 1,120,616
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	
Stogner Architecture, PA	

**REQUESTED BY:** Cedric Baldwin  
Department Head

**DATE:** 8/22/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> Public Housing	
<b>FUND:</b> Public Housing	
<b>PROJECT TITLE:</b>	General Landscaping
<b>PRIORITY:</b>	3
<b>PURPOSE:</b>	Upkeep
<b>PROJECT DESCRIPTION</b>	
PHA wide landscape upgrades	
<b>JUSTIFICATION</b>	
Modernization and upkeep of public housing property.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ 50,000
<b>FY 2020-21</b>	
<b>FY 2021-22</b>	\$ 100,000
<b>FY 2022-23</b>	
<b>FY 2023-24</b>	
<b>FY 2024-25</b>	
<b>FUTURE YEARS</b>	
<b>TOTAL</b>	\$ 150,000
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	
<b>CONSTRUCTION</b>	
<b>MISCELLANEOUS</b>	\$ 150,000
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	\$ 150,000
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Cedric Baldwin  
Department Head

**DATE:** 8/22/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> Public Housing	
<b>FUND:</b> Public Housing	
<b>PROJECT TITLE:</b>	Construction of Family Life Center
<b>PURPOSE:</b>	New Construction
<b>PRIORITY:</b>	4
<b>PROJECT DESCRIPTION</b>	
Modernize Family Life Center in Amhurst Gardens	
<b>JUSTIFICATION</b>	
Construct new building to be used for resident self-sufficiency activities, computer lab with new computers and printers, resident meetings, resident training opportunities	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ -
<b>FY 2021-22</b>	\$ -
<b>FY 2022-23</b>	\$ -
<b>FY 2023-24</b>	\$ 462,927
<b>FY 2024-25</b>	\$ 462,927
<b>FUTURE YEARS</b>	\$ 74,146
<b>TOTAL</b>	<b>\$ 1,000,000</b>
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	
<b>CONSTRUCTION</b>	\$ 1,000,000
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	<b>\$ 1,000,000</b>
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Cedric Baldwin  
Department Head

**DATE:** 8/22/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b>	<b>INFORMATION SYSTEMS</b>
<b>FUND:</b>	General Fund

<b>PROJECT TITLE:</b>	Off-Site data backup and replication	<b>PRIORITY:</b>	1
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<b>PURPOSE:</b>	Provide the ability for scheduled replication for application and user data
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**PROJECT DESCRIPTION**

We currently maintain on premise recover-ability of our application services and user data. This project would provide for a secure government-approved data backup that would be at minimum 50 miles away.

**JUSTIFICATION**

While individual applications provide different levels of data recover-ability, there is no citywide snapshot (off site) of the City's application services and user data. In the event of an incident affecting city locations and our data center, we need the ability to recover and restore data stored off site. We currently use Unitrends Enterprise data backup solution for on-premise backups. This solution leverages that with the addition of the Unitrends' private cloud offering and an on-premise appliance that manages the backup process and access to that data. We have updated licensing and storage for our on-premise backup solution - both for capacity and to prepare for maintaining an off-site backup copy.

CAPITAL COST PER YEAR		CAPITAL COST BREAKDOWN		
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ 20,000	<b>PLANNING, DESIGN, AND ENGINEERING</b>	\$ 5,000	CURRENT REVENUE
<b>FY 2020-21</b>	\$ 80,000	<b>PURCHASE</b>	\$ 75,000	CURRENT REVENUE
<b>FY 2021-22</b>	\$ 12,000			
<b>FY 2022-23</b>	\$ 12,000	<b>CONSTRUCTION</b>		
<b>FY 2023-24</b>	\$ 12,000			
<b>FY 2024-25</b>	\$ 12,000	<b>MISCELLANEOUS</b>		
<b>FUTURE YEARS</b>	\$ 12,000			
<b>TOTAL</b>	<b>\$ 160,000</b>	<b>OTHER:</b>	\$ 60,000	CURRENT REVENUE
Capital Cost Breakdown for Information Systems		<b>OTHER:</b>		
<b>General Fund Percentage</b>	\$51,200	<b>OTHER:</b>		
<b>General Public Housing Percentage</b>	\$8,000	<b>OTHER:</b>		
<b>Electric Division Percentage</b>	\$46,400	<b>OTHER:</b>		
<b>Landfill Percentage</b>	\$8,000	<b>OTHER:</b>		
<b>Water and Sewer Percentage</b>	\$46,400	<b>TOTAL</b>	<b>\$ 140,000</b>	

**DESCRIPTION OF SOURCE ESTIMATE:**

US-CERT-Data Backup Options

**REQUESTED BY:** Owen Squires  
Department Head

**DATE:** 9/9/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PARKS AND RECREATION		
<b>FUND:</b> General Fund		
<b>PROJECT TITLE:</b>	Playground Improvements	
<b>PRIORITY:</b>	1	
<b>PURPOSE:</b>	Improve playgrounds in all city owned parks.	
<b>PROJECT DESCRIPTION</b>		
Replace damaged and antiquated equipment that can lead to increased safety hazards. Improve playground areas for children and adults to enjoy.		
<b>JUSTIFICATION</b>		
Playgrounds are the basis of parks & recreation profession, and require frequent maintenance and upkeep. It has been many years since playground equipment has been replaced at most park locations. During the recent NCLM safety inspection, P&R playgrounds received many citations for damaged equipment that can cause harm. In my three years as director, playground equipment and improvements has been unfunded. This is getting to be a desperate need.		
<b>CAPITAL COST PER YEAR</b>		
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -	
<b>FY 2020-21</b>	\$ 100,000	
<b>FY 2021-22</b>	\$ 25,000	
<b>FY 2022-23</b>	\$ -	
<b>FY 2023-24</b>	\$ 25,000	
<b>FY 2024-25</b>	\$ -	
<b>FUTURE YEARS</b>	\$ 25,000	
<b>TOTAL</b>	\$ 175,000	
<b>CAPITAL COST BREAKDOWN</b>		
<b>PLANNING, DESIGN, AND ENGINEERING</b>	\$ 20,000	CURRENT REVENUE
<b>PURCHASE</b>	\$ 125,000	CURRENT REVENUE
<b>CONSTRUCTION</b>	\$ 20,000	CURRENT REVENUE
<b>MISCELLANEOUS</b>	\$ 10,000	CURRENT REVENUE
<b>OTHER:</b>		
<b>OTHER:</b>		
<b>OTHER:</b>		
<b>TOTAL</b>	\$	<b>175,000</b>
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>		

**REQUESTED BY:**                     Lisa Kiser                      
Department Head

**DATE:**                     9/3/2019





**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PARKS AND RECREATION	
<b>FUND:</b> General Fund	
<b>PROJECT TITLE:</b>	Field Lighting Upgrade - Don Montgomery Park
<b>PRIORITY:</b>	2
<b>PURPOSE:</b>	Upgrade baseball field lighting at Don Montgomery Park
<b>PROJECT DESCRIPTION</b>	
Replace current lighting and poles with LED lighting.	
<b>JUSTIFICATION</b>	
The current lights at Don Montgomery Park were installed in the early 1980s. The current lighting does not meet NCHSSA standards for high school baseball. The field is home to Albemarle HS baseball team. The current lights do not light the entire field and leave large areas in the outfield with shadows. This is a safety hazard when playing night games. With the recent repairs to the field, new lighting could help market the field for baseball tournaments and field rentals.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ 350,000
<b>FY 2021-22</b>	\$ -
<b>FY 2022-23</b>	\$ -
<b>FY 2023-24</b>	\$ -
<b>FY 2024-25</b>	\$ -
<b>FUTURE YEARS</b>	\$ -
<b>TOTAL</b>	\$ 350,000
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	\$ 300,000
<b>CONSTRUCTION</b>	\$ 50,000
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	\$ 350,000
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:**                     Lisa Kiser                      
Department Head

**DATE:**                     9/9/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PARKS AND RECREATION		
<b>FUND:</b> General Fund		
<b>PROJECT TITLE:</b>	EE Waddell Phase 3 Improvements	
<b>PRIORITY:</b>	3	
<b>PURPOSE:</b>	Master Plan Phase 3 Improvements for EE Waddell Center	
<b>PROJECT DESCRIPTION</b>		
Convert and remodel existing locker room area at Waddell gym into weight room and nautilus area.		
<b>JUSTIFICATION</b>		
Improvements to the EE Waddell Center began in 2008 with a Master Plan of phases for the project. Phases 1 & 2 of the project have been completed. Phase 3 involves converting and remodeling current locker rooms in the gymnasium to a weight and exercise room.		
<b>CAPITAL COST PER YEAR</b>		
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ 1,250,000	
<b>FY 2020-21</b>	\$ -	
<b>FY 2021-22</b>	\$ 350,000	
<b>FY 2022-23</b>	\$ 350,000	
<b>FY 2023-24</b>	\$ 110,000	
<b>FY 2024-25</b>		
<b>FUTURE YEARS</b>		
<b>TOTAL</b>	<b>\$ 2,060,000</b>	
<b>CAPITAL COST BREAKDOWN</b>		
<b>PLANNING, DESIGN, AND ENGINEERING</b>	\$ 20,000	CURRENT REVENUE
<b>PURCHASE</b>	\$ 90,000	CURRENT REVENUE
<b>CONSTRUCTION</b>	\$ 700,000	CURRENT REVENUE
<b>MISCELLANEOUS</b>		
<b>OTHER:</b>		
<b>OTHER:</b>		
<b>OTHER:</b>		
<b>TOTAL</b>	<b>\$</b>	<b>810,000</b>
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>		

**REQUESTED BY:**                     Lisa Kiser                      
Department Head

**DATE:**                     9/9/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PARKS AND RECREATION				
<b>FUND:</b> General Fund				
<b>PROJECT TITLE:</b>	Park Security Lighting Upgrades			
<b>PRIORITY:</b>	4			
<b>PURPOSE:</b>	Improve security lighting in all park locations			
<b>PROJECT DESCRIPTION</b>				
Replace existing lighting and poles with LED lighting in all the parks.				
<b>JUSTIFICATION</b>				
The public has complained many times about the lighting of our parks after dark. Other than City Lake Park, all City of Albemarle park locations are open until 12:00 midnight. Albemarle Parks & Recreation plans many evening activities for the residents of Albemarle. These activities include adult and youth athletic leagues. Our facilities are also used by the public for many other recreational opportunities that happen in the evening: tennis, basketball, walking the trails, etc. The public is concerned with their safety. Parks with lack of lighting are breeding grounds for crime and other less desirable activities. Lighting gives people a sense of security				
<b>CAPITAL COST PER YEAR</b>				
<b>CAPITAL COST BREAKDOWN</b>				
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -	<b>PLANNING, DESIGN, AND ENGINEERING</b>	\$ 10,000	CURRENT REVENUE
<b>FY 2020-21</b>	\$ -	<b>PURCHASE</b>	\$ 150,000	CURRENT REVENUE
<b>FY 2021-22</b>	\$ 50,000			
<b>FY 2022-23</b>	\$ 50,000	<b>CONSTRUCTION</b>	\$ 40,000	CURRENT REVENUE
<b>FY 2023-24</b>	\$ 50,000			
<b>FY 2024-25</b>	\$ 50,000	<b>MISCELLANEOUS</b>		
<b>FUTURE YEARS</b>				
<b>TOTAL</b>	\$ 200,000			
		<b>OTHER:</b>		
		<b>OTHER:</b>		
		<b>TOTAL</b>	\$	<b>200,000</b>
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>				

**REQUESTED BY:**                     Lisa Kiser                      
Department Head

**DATE:**                     9/24/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PARKS AND RECREATION	
<b>FUND:</b> General Fund	
<b>PROJECT TITLE:</b>	Lighting Upgrades Optimist Park
<b>PRIORITY:</b>	5
<b>PURPOSE:</b>	Improve lighting at baseball fields at Optimist Park
<b>PROJECT DESCRIPTION</b>	
Replace current lighting with high efficiency LED lighting.	
<b>JUSTIFICATION</b>	
The current lighting at Optimist fields do not adequately light the field for evening games. New lighting would provide better lighting more efficiently. Because of the poor lighting at Optimist field Albemarle Parks & Recreation is losing out on tournaments that could be hosted at Optimist park. These tournaments would bring in people from other communities to Albemarle.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ -
<b>FY 2021-22</b>	\$ -
<b>FY 2022-23</b>	\$ 300,000
<b>FY 2023-24</b>	\$ -
<b>FY 2024-25</b>	\$ -
<b>FUTURE YEARS</b>	\$ -
<b>TOTAL</b>	\$ 300,000
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	\$ 250,000
<b>CONSTRUCTION</b>	\$ 50,000
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	\$ 300,000
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:**                     Lisa Kiser                      
Department Head

**DATE:**                     9/9/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PARKS AND RECREATION	
<b>FUND:</b> General Fund	
<b>PROJECT TITLE:</b>	Lighting Upgrades Rock Creek ballfield
<b>PRIORITY:</b>	6
<b>PURPOSE:</b>	Improve lighting at Rock Creek ballfield
<b>PROJECT DESCRIPTION</b>	
Replace existing lighting with more efficient LED lighting.	
<b>JUSTIFICATION</b>	
The current lighting at Rock Creek ballfield leaves many shadowed areas in the playing field. Improved lighting will improve player safety, enhance spectators experiences, and increase electrical efficiency.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ -
<b>FY 2021-22</b>	\$ -
<b>FY 2022-23</b>	\$ -
<b>FY 2023-24</b>	\$ 300,000
<b>FY 2024-25</b>	\$ -
<b>FUTURE YEARS</b>	\$ -
<b>TOTAL</b>	\$ 300,000
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	\$ 250,000
<b>CONSTRUCTION</b>	\$ 50,000
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	\$ 300,000
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:**                     Lisa Kiser                      
Department Head

**DATE:**                     9/9/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PLANNING AND DEVELOPMENT		
<b>FUND:</b> General Fund		
<b>PROJECT TITLE:</b>	Albemarle Comprehensive Plan <b>PRIORITY:</b> 1	
<b>PURPOSE:</b>	2040 Comprehensive Plan for The City	
<b>PROJECT DESCRIPTION</b>		
<p>The City is seeing new growth and can expect to see continued growth in residential, commercial and industrial sectors in coming years. This coincides nicely with recent City investments in downtown, our current efforts to update City code and our need for an updated future land use map. Unlike a simple update to the land use map itself, a comprehensive plan should detail the City's goals, objectives and plans for the next 10+ years across several crucial elements such as: our transportation systems, economic development efforts, utility and infrastructure maintenance and expansion, parks and recreation facilities and programs, housing initiatives, cultural and natural resources and many others areas of importance to the city.</p>		
<b>JUSTIFICATION</b>		
<p>Up-to-date future land use maps are a state requirement as a tool for cities to practice zoning. While our map has a defined horizon of 2028, general rule of thumb is an update every five years and new plan every ten years. At 11 years old, with very little review and amendment it is effectively out-of-date already and will be more so as things continue to change over the next couple of years. While it is unlikely there will be immediate legal implications in the near future, it is critical that we budget for and begin the process of updating our future land use map before it becomes so out-of-date that it does reflect where we are heading as a city. The need to update strategic and master plans for other departments and areas of the City coupled with the need for a more state-of-the-art future land use plan that takes into consideration changing trends and priorities in our state, region and city makes a more comprehensive approach to planning a necessity, not only practically, but economically as well. While a large portion of this plan can be done in house, we simply do not have the resources or manpower to do many portions of it ourselves. Planning and other City Staff will be overseeing the process and managing much of the public input, however I expect branding, outreach and advertising, existing conditions analysis, surveying, specialized planning programs and document drafting and design will be dependent largely on a selected planning firm(s). Expected completion of this plan from selection of lead consultant to adoption by Council should take approximately 12-15 months.</p>		
<b>CAPITAL COST PER YEAR</b>		
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -	
<b>FY 2020-21</b>	\$ 125,000	
<b>FY 2021-22</b>	\$ -	
<b>FY 2022-23</b>	\$ -	
<b>FY 2023-24</b>	\$ -	
<b>FY 2024-25</b>	\$ -	
<b>FUTURE YEARS</b>	\$ -	
<b>TOTAL</b>	\$ 125,000	
<b>CAPITAL COST BREAKDOWN</b>		
<b>PLANNING, DESIGN, AND ENGINEERING</b>	\$ 125,000	CURRENT REVENUE
<b>PURCHASE</b>		
<b>CONSTRUCTION</b>		
<b>MISCELLANEOUS</b>		
<b>OTHER:</b>		
<b>OTHER:</b>		
<b>OTHER:</b>		
<b>TOTAL</b>	\$	125,000
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>		

**REQUESTED BY:** J. Kevin Robinson  
Department Head

**DATE:** 9/8/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Electric	
<b>PROJECT TITLE:</b>	Delivery 2 CT Bypass Buss-Electric
<b>PRIORITY:</b>	1
<b>PURPOSE:</b>	Purchase
<b>PROJECT DESCRIPTION</b>	
Add a current transformer (CT) bypass buss at Delivery 2	
<b>JUSTIFICATION</b>	
To allow metering CT's to be bypassed for maintenance, as recommended in the Electric System Ten Year Study done by Southeastern Consulting Engineers	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ 75,000
<b>FY 2021-22</b>	\$ -
<b>FY 2022-23</b>	\$ -
<b>FY 2023-24</b>	\$ -
<b>FY 2024-25</b>	\$ -
<b>FUTURE YEARS</b>	\$ -
<b>TOTAL</b>	\$ 75,000
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	\$ 75,000
<b>CONSTRUCTION</b>	
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	\$ 75,000
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/8/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Electric	
<b>PROJECT TITLE:</b>	Delivery Transfer Buss-Electric
<b>PRIORITY:</b>	1
<b>PURPOSE:</b>	Purchase
<b>PROJECT DESCRIPTION</b>	
Add a transfer buss at Delivery 1 to allow circuit breakers to be bypassed for maintenance	
<b>JUSTIFICATION</b>	
This will allow circuit breakers to be bypassed for safe maintenance work as recommended in the electric system 10 year study by Southeastern Consulting Engineers	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ 125,000
<b>FY 2021-22</b>	\$ -
<b>FY 2022-23</b>	\$ -
<b>FY 2023-24</b>	\$ -
<b>FY 2024-25</b>	\$ -
<b>FUTURE YEARS</b>	\$ -
<b>TOTAL</b>	<b>\$ 125,000</b>
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	\$ 125,000
<b>CONSTRUCTION</b>	
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	<b>\$ 125,000</b>
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/8/2019





**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Electric	
<b>PROJECT TITLE:</b>	Digger Derrick Line Trucks-Electric
<b>PRIORITY:</b>	1
<b>PURPOSE:</b>	Replacement
<b>PROJECT DESCRIPTION</b>	
Unit #336 is a 2004 Sterling to be replaced in 2020-2021, Unit #303 is a 2012 Kenworth and needs to be replaced in 2022-2023	
<b>JUSTIFICATION</b>	
Need to replace every 10 years to keep the fleet updated	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ 400,000
<b>FY 2021-22</b>	\$ -
<b>FY 2022-23</b>	\$ 400,000
<b>FY 2023-24</b>	\$ -
<b>FY 2024-25</b>	
<b>FUTURE YEARS</b>	
<b>TOTAL</b>	\$ <b>800,000</b>
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	\$ 800,000
<b>CONSTRUCTION</b>	
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	\$ <b>800,000</b>
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/9/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Electric	
<b>PROJECT TITLE:</b>	Pole Inspection Program-Electric
<b>PRIORITY:</b>	1
<b>PURPOSE:</b>	Pole Replacements
<b>PROJECT DESCRIPTION</b>	
Wooden poles inspection and data collection program began in 2015. Our goal is to have all of our poles inspected by FY2020-2021 and then start a five year rotation where approximately one-fifth of our poles are inspected each year.	
<b>JUSTIFICATION</b>	
Being proactive with our maintenance helps to cut down on damages and power outages. Also, we need to have an active pole inspection program in place from a liability standpoint, should a pole fall and injure someone or damage property. This program will give us an accurate pole count and list all other utilities attached to each pole.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ 70,000
<b>FY 2020-21</b>	\$ 100,000
<b>FY 2021-22</b>	\$ 100,000
<b>FY 2022-23</b>	\$ 100,000
<b>FY 2023-24</b>	\$ 100,000
<b>FY 2024-25</b>	\$ 100,000
<b>FUTURE YEARS</b>	\$ 100,000
<b>TOTAL</b>	\$ <b>670,000</b>
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	
<b>CONSTRUCTION</b>	\$ 670,000
<b>MISCELLANEOUS</b>	CURRENT REVENUE
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	\$ <b>670,000</b>
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/9/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Electric	
<b>PROJECT TITLE:</b>	Unit #336-Electric
<b>PURPOSE:</b>	Replacement
<b>PRIORITY:</b>	1
<b>PROJECT DESCRIPTION</b>	
Unit #336 is a 2004 Digger/Derrick Line Truck that is 15 years old and currently used by our underground crew and sometimes by a line crew. It has less than 60,000 miles but over 6660 hours because of the heavy stationary use. With all the underground projects, this truck will not be able to handle the workload.	
<b>JUSTIFICATION</b>	
Hydraulic pump has weakened considerably; therefore, the boom will not lift the load. Multiple leads, worn hoses and the boom tip winch brakes are worn. Rotation gear on the pedestal is worn and has loose play. Suspension is worn out also. it is not safe to have on the job.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ 400,000
<b>FY 2021-22</b>	\$ -
<b>FY 2022-23</b>	\$ -
<b>FY 2023-24</b>	\$ -
<b>FY 2024-25</b>	\$ -
<b>FUTURE YEARS</b>	\$ -
<b>TOTAL</b>	<b>\$ 400,000</b>
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	\$ 400,000
<b>CONSTRUCTION</b>	
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	<b>\$ 400,000</b>
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/8/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Electric	
<b>PROJECT TITLE:</b>	Bucket Trucks-Electric
<b>PRIORITY:</b>	2
<b>PURPOSE:</b>	Replacement
<b>PROJECT DESCRIPTION</b>	
Unit #334, 2002 Chevrolet Bucket Truck, is 19 years old, need to replace in FY2021-2022; Unit #331, 2013 Kenworth Bucket Truck will need to be replaced in FY2023-2024	
<b>JUSTIFICATION</b>	
These trucks have a useful life of 10 years. Operational maintenance cost increase significantly after 10 years.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ -
<b>FY 2021-22</b>	\$ 350,000
<b>FY 2022-23</b>	\$ -
<b>FY 2023-24</b>	\$ 350,000
<b>FY 2024-25</b>	
<b>FUTURE YEARS</b>	
<b>TOTAL</b>	<b>\$ 700,000</b>
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	\$ 700,000
<b>CONSTRUCTION</b>	
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	<b>\$ 700,000</b>
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/9/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Electric	
<b>PROJECT TITLE:</b>	Business Park-Electric
<b>PRIORITY:</b>	3
<b>PURPOSE:</b>	Replacement
<b>PROJECT DESCRIPTION</b>	
New Business Park replacements cost should be distributed over two budget years. New park as well as Electric Distribution System reliability and public safety create the need for these upgrades which are recommended by Southeastern Consulting Engineers.	
<b>JUSTIFICATION</b>	
Need to replace old copper primary and neutral conductors with larger ACSR aluminum conductors.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ -
<b>FY 2021-22</b>	\$ 400,000
<b>FY 2022-23</b>	\$ 400,000
<b>FY 2023-24</b>	\$ -
<b>FY 2024-25</b>	\$ -
<b>FUTURE YEARS</b>	\$ -
<b>TOTAL</b>	<b>\$ 800,000</b>
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	
<b>CONSTRUCTION</b>	\$ 800,000
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	<b>\$ 800,000</b>
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/9/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Electric	
<b>PROJECT TITLE:</b>	Dump Truck-Electric
<b>PRIORITY:</b>	3
<b>PURPOSE:</b>	Addition
<b>PROJECT DESCRIPTION</b>	
FY 2023-2024, may need to add a dump truck to the fleet or trade in #306 (see explanation below)	
<b>JUSTIFICATION</b>	
In FY 2023-2024, we are retrofitting Unit #306 to change out the body to a dump body. Electric Division often has to borrow one from W&S. There are times that we need to haul dirt, gravel, limbs and etc. Underground crew will benefit mostly.	
<b>CAPITAL COST PER YEAR</b>	
<b>CAPITAL COST BREAKDOWN</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	<b>PLANNING, DESIGN, AND ENGINEERING</b>
FY 2020-21	
FY 2021-22	<b>PURCHASE</b> \$ 75,000
FY 2022-23	
FY 2023-24	<b>CONSTRUCTION</b> \$ 75,000
FY 2024-25	
<b>FUTURE YEARS</b>	<b>MISCELLANEOUS</b>
<b>TOTAL</b>	<b>OTHER:</b>
\$ 75,000	
	<b>OTHER:</b>
	<b>OTHER:</b>
	<b>TOTAL</b> \$ 75,000
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/9/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Electric	
<b>PROJECT TITLE:</b>	Primary Recloser Switches-Electric
<b>PRIORITY:</b>	3
<b>PURPOSE:</b>	Install Primary Recloser Switches
<b>PROJECT DESCRIPTION</b>	
Existing 3-phase recloser switches are all over 20 years old. We need to replace 2 reclosers a year. We have a total of 10 on the system.	
<b>JUSTIFICATION</b>	
Upgrade the 3-phase reclosers from mechanical oil-filled units to vacuum reclosers that have electronic controls. To upgrade circuit protection on our electric distribution system as recommended in the Electric System ten year study. These would match the one that were installed downtown and on Leonard Avenue	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ 100,000
<b>FY 2021-22</b>	\$ 100,000
<b>FY 2022-23</b>	\$ 100,000
<b>FY 2023-24</b>	\$ 100,000
<b>FY 2024-25</b>	\$ 100,000
<b>FUTURE YEARS</b>	\$ -
<b>TOTAL</b>	\$ 500,000
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	\$ 500,000
<b>CONSTRUCTION</b>	
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	\$ 500,000
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/9/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Electric	
<b>PROJECT TITLE:</b>	Recloser Communication Lines- Electric
<b>PRIORITY:</b>	4
<b>PURPOSE:</b>	Purchase
<b>PROJECT DESCRIPTION</b>	
Install fiber optic communication lines to primary recloser switches.	
<b>JUSTIFICATION</b>	
Newer primary recloser switches have electronic relay controls that can be connected to the SCADA System. This will allow for remote monitoring and instant notification when the switch operates. The reclose function can also be blocked remotely in order for the linemen to safely work on downstream energized equipment.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ -
<b>FY 2021-22</b>	\$ 100,000
<b>FY 2022-23</b>	\$ 100,000
<b>FY 2023-24</b>	\$ 100,000
<b>FY 2024-25</b>	\$ -
<b>FUTURE YEARS</b>	\$ -
<b>TOTAL</b>	\$ 300,000
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	
<b>CONSTRUCTION</b>	\$ 300,000
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	\$ 300,000
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/9/2019





**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Electric	
<b>PROJECT TITLE:</b>	Underground Pulling Rig-Electric
<b>PRIORITY:</b>	4
<b>PURPOSE:</b>	Purchase
<b>PROJECT DESCRIPTION</b>	
Purchase an underground conductor pulling rig.	
<b>JUSTIFICATION</b>	
Using this piece of equipment that is designed for the installation of underground conductors will increase the safety for our employees and the efficiency for the Electric Division.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ -
<b>FY 2021-22</b>	\$ -
<b>FY 2022-23</b>	\$ -
<b>FY 2023-24</b>	\$ 125,000
<b>FY 2024-25</b>	\$ -
<b>FUTURE YEARS</b>	\$ -
<b>TOTAL</b>	\$ 125,000
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	\$ 125,000
<b>CONSTRUCTION</b>	
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	\$ 125,000
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/8/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Electric	
<b>PROJECT TITLE:</b>	Kubota Mini Excavator
<b>PRIORITY:</b>	5
<b>PURPOSE:</b>	Replacement
<b>PROJECT DESCRIPTION</b>	
Our current Mini Excavator is a 2013 Kubota.	
<b>JUSTIFICATION</b>	
Showing signs of wear. Also electrical underground work has greatly increased due to growth.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ -
<b>FY 2021-22</b>	\$ 75,000
<b>FY 2022-23</b>	\$ -
<b>FY 2023-24</b>	\$ -
<b>FY 2024-25</b>	\$ -
<b>FUTURE YEARS</b>	\$ -
<b>TOTAL</b>	\$ 75,000
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	\$ 75,000
<b>CONSTRUCTION</b>	
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	\$ 75,000
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/8/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Water and Sewer	
<b>PROJECT TITLE:</b>	AMR Meters-W&S
<b>PURPOSE:</b>	Replacement
<b>PRIORITY:</b>	1
<b>PROJECT DESCRIPTION</b>	
Meter change out program from manual read meters to direct read AMR meters. These meters transmit a radio signal that is read by a handheld receiver increasing the efficiency and accuracy of the meter reading process.	
<b>JUSTIFICATION</b>	
Water meters typically lose accuracy over time and record less water than what was actually used. This program provides for not only the conversion process but also for existing AMR meters to be changed out and recalibrated on a regular interval to ensure accuracy and minimize lost revenue. Funding is for materials, PU W&S Systems staff will provide labor for installation.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ 25,000
<b>FY 2020-21</b>	\$ 100,000
<b>FY 2021-22</b>	\$ 100,000
<b>FY 2022-23</b>	\$ 100,000
<b>FY 2023-24</b>	\$ 100,000
<b>FY 2024-25</b>	\$ 75,000
<b>FUTURE YEARS</b>	\$ -
<b>TOTAL</b>	\$ 500,000
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	\$ 500,000
<b>CONSTRUCTION</b>	
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	\$ 500,000
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/7/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Water and Sewer	
<b>PROJECT TITLE:</b>	Inflow & Infiltration Program-W&S
<b>PRIORITY:</b>	1
<b>PURPOSE:</b>	Renovation
<b>PROJECT DESCRIPTION</b>	
Inflow & infiltration minimization program to identify leaking manholes. Sewer collection system has a number of older manholes and structures that are built of clay brick with mortar joints.	
<b>JUSTIFICATION</b>	
Many of these structures are located in areas subject to high water tables and therefore are subject to leaking. This provides a significant source of infiltration of groundwater into the sewer collection system. Need funds to continue this element of the l&i minimization program in support of the other manholes that have been undertaken already.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ 15,000
<b>FY 2020-21</b>	\$ 15,000
<b>FY 2021-22</b>	\$ 15,000
<b>FY 2022-23</b>	\$ 15,000
<b>FY 2023-24</b>	\$ 15,000
<b>FY 2024-25</b>	\$ 15,000
<b>FUTURE YEARS</b>	
<b>TOTAL</b>	\$ <b>90,000</b>
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	
<b>CONSTRUCTION</b>	\$ 90,000
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	\$ <b>90,000</b>
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/8/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Water and Sewer	
<b>PROJECT TITLE:</b>	Moss Springs Pump Station
<b>PRIORITY:</b>	1
<b>PURPOSE:</b>	Replacement
<b>PROJECT DESCRIPTION</b>	
Pump Station was placed in service in the mid 1970's. No significant repairs or maintenance have been done on the #1 or #3 pumps/motors in the last 15-20 years.	
<b>JUSTIFICATION</b>	
Due to population increase the #1 pump is no longer efficient to maintain current demand. We need to replace #1 pump/motor with one the same size as the #2 pump/motor and upgrade the #3 pump. All of the gate valves on the suction side and discharge side of the pumps are inoperable and prevents isolation for maintenance crew to repair or replace.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ -
<b>FY 2021-22</b>	\$ 184,800
<b>FY 2022-23</b>	\$ -
<b>FY 2023-24</b>	\$ -
<b>FY 2024-25</b>	\$ -
<b>FUTURE YEARS</b>	\$ -
<b>TOTAL</b>	\$ 184,800
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	
<b>CONSTRUCTION</b>	\$ 184,800
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	\$ 184,800
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/7/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Water and Sewer	
<b>PROJECT TITLE:</b>	6-Year Electrical Upgrade-LCWWTP
<b>PRIORITY:</b>	1
<b>PURPOSE:</b>	Replacement/Improvement
<b>PROJECT DESCRIPTION</b>	
6 Year Electrical Distribution System Upgrade Plan for LCWWTP; Year 1 plan was completed in Phase I; Year 2 and Year 3 will be completed in Phase II; Years 4, 5, and 6 are remaining to complete as Phases are approved by City Council.	
<b>JUSTIFICATION</b>	
Current LCWVWTP was designed and built in the early to mid-1970's. Most of the electrical distribution system which powers the environmental treatment process is original and is approximately 40 years old. Rehab is to provide a reliable and easily maintainable system for the plant operations staff.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 18-19</b>	\$ -
<b>FY 2019-20</b>	\$ -
<b>FY 2020-21</b>	\$ -
<b>FY 2021-22</b>	\$ 1,203,000
<b>FY 2022-23</b>	\$ 819,000
<b>FY 2023-24</b>	\$ 318,000
<b>FUTURE YEARS</b>	
<b>TOTAL</b>	<b>\$ 2,340,000</b>
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	
<b>CONSTRUCTION</b>	\$ 2,340,000
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	<b>\$ 2,340,000</b>
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/9/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Water and Sewer	
<b>PROJECT TITLE:</b>	SS Rehab/WWTP-Phase II
<b>PURPOSE:</b>	Replacement
<b>PRIORITY:</b>	1
<b>PROJECT DESCRIPTION</b>	
<p>Replace existing 16" &amp; 24" sanitary sewer trunk lines with new PVC and precast concrete manholes. Provides for continuation of the replacement and rehabilitation of trunk line of the sanitary sewer collection system to minimize inflow and infiltration into the system. This replaces and rehabilitates deteriorated pipe and manholes from the end of Salisbury Ave to completed Phase northward to Delco Plaxa (Gold's Gym)). Sewer main parallels Long Creek.</p>	
<b>JUSTIFICATION</b>	
<p>Phase II construction began July 2019 and completion date should be before June 2020. Phase II includes VVWTP Year 1 electrical improvements \$5,800,000 CWSRF Loan, \$500,000 CWSRF grant</p>	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	
FY 2020-21	\$ 290,000
FY 2021-22	\$ 290,000
FY 2022-23	\$ 290,000
FY 2023-24	\$ 290,000
FY 2024-25	\$ 290,000
FUTURE YEARS	\$ 4,350,000
<b>TOTAL</b>	<b>\$ 5,800,000</b>
<b>CAPITAL COST BREAKDOWN</b>	
PLANNING, DESIGN, AND ENGINEERING	
PURCHASE	
CONSTRUCTION	\$ 5,800,000
MISCELLANEOUS	
OTHER:	
OTHER:	
OTHER:	
<b>TOTAL</b>	<b>\$ 5,800,000</b>
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/8/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Water and Sewer	
<b>PROJECT TITLE:</b>	SS Rehab/WWTP-Phase III
<b>PRIORITY:</b>	1
<b>PURPOSE:</b>	Replacement
<b>PROJECT DESCRIPTION</b>	
Replace 9,000 ft of 24", 18" & 12" gravity sewer and Years 2 & 3 of Electrical Improvements at WWTP. Continuation of replacement and rehabilitates deteriorated pipes and manholes from LC WWTP west toward Concord Road. Submit funding 9/2019; Begin Construction 3/2022; Final Construction 3/2023; First Payment FY 2023-2024.	
<b>JUSTIFICATION</b>	
City Council approved 9/3/19; CWSRF 20 years loans, 2.25% interest and potential 0% interest City will pay 2% closing cost; Annual debt service \$446,000 if 2.25% interest; \$307,000 if 0.0% interest.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ -
<b>FY 2021-22</b>	\$ -
<b>FY 2022-23</b>	\$ -
<b>FY 2023-24</b>	\$ 6,279,000
<b>FY 2024-25</b>	\$ -
<b>FUTURE YEARS</b>	\$ -
<b>TOTAL</b>	<b>\$ 6,279,000</b>
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	
<b>CONSTRUCTION</b>	\$ 6,279,000
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	<b>\$ 6,279,000</b>
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/8/2019





**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Water and Sewer	
<b>PROJECT TITLE:</b>	Water Tanks-W&S
<b>PRIORITY:</b>	1
<b>PURPOSE:</b>	Maintenance Contract
<b>PROJECT DESCRIPTION</b>	
The four existing water tanks are not under any maintenance contract. In spring of 2019, a company came in and did a visual inspection and full service asset management on all 4 tanks.	
<b>JUSTIFICATION</b>	
These tanks have maintenance in many years. The State has stated that the Aquadale Tank needs painting. The cost is approximately \$200K. Annual preventative maintenance (PM) would include conditions of exterior and interior, safety and sanitary regulations, tank's structural integrity, and repairs of tank's parts. Would also include painting the tanks, interior cleaning, and disinfection. After the first 7 years, the PM cost will decrease.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ 179,000
<b>FY 2021-22</b>	\$ 179,000
<b>FY 2022-23</b>	\$ 179,000
<b>FY 2023-24</b>	\$ 175,000
<b>FY 2024-25</b>	\$ 175,000
<b>FUTURE YEARS</b>	\$ 110,000
<b>TOTAL</b>	\$ <b>997,000</b>
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	
<b>CONSTRUCTION</b>	\$ 997,000
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	\$ <b>997,000</b>
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/9/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Water and Sewer	
<b>PROJECT TITLE:</b>	PU-Hypochlorite- 52WTP
<b>PRIORITY:</b>	2
<b>PURPOSE:</b>	Replacement
<b>PROJECT DESCRIPTION</b>	
Convert existing disinfection system from gas chlorine to a liquid hypochlorite system.	
<b>JUSTIFICATION</b>	
Gas chlorine system attaches many layers of regulatory requirements as it poses an air quality risk for the surrounding community. Chlorine needs are much less for wastewater versus water treatment. Conversion to hypochlorite (bleach) is a much safer alternative for wastewater treatment and just as effective as chlorine gas. Project would reduce costs associated with the regulatory air quality rules and risk management plans. The reason for the increase of \$40,000 over the same request for TTWTP is because the 52WTP building needs retrofitting.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ 480,000
<b>FY 2021-22</b>	\$ -
<b>FY 2022-23</b>	\$ -
<b>FY 2023-24</b>	\$ -
<b>FY 2024-25</b>	\$ -
<b>FUTURE YEARS</b>	\$ -
<b>TOTAL</b>	\$ 480,000
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	\$ 480,000
<b>CONSTRUCTION</b>	
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	\$ 480,000
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/7/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Water and Sewer	
<b>PROJECT TITLE:</b>	Hypochlorite Conversion-TTWTP
<b>PURPOSE:</b>	Replacement
<b>PRIORITY:</b>	2
<b>PROJECT DESCRIPTION</b>	
Convert existing disinfection system from gas chlorine to a liquid hypochlorite system.	
<b>JUSTIFICATION</b>	
Gas chlorine system attaches many layers of regulatory requirements such EPA's Risk Management Program. It poses an air quality risk for the surrounding community. Chlorine gas has by-product formations (THMs and HAAs). It's a very dangerous chemical that requires special operator training. Conversion to hypochlorite (bleach) is a much safer alternative for water treatment and just as effective as chlorine gas.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ -
<b>FY 2021-22</b>	\$ -
<b>FY 2022-23</b>	\$ 440,000
<b>FY 2023-24</b>	\$ -
<b>FY 2024-25</b>	\$ -
<b>FUTURE YEARS</b>	\$ -
<b>TOTAL</b>	\$ 440,000
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	\$ 440,000
<b>CONSTRUCTION</b>	
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	\$ 440,000
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/7/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Water and Sewer	
<b>PROJECT TITLE:</b>	Old Plant Demolition-LCWWTP
<b>PRIORITY:</b>	2
<b>PURPOSE:</b>	Removal
<b>PROJECT DESCRIPTION</b>	
Demolition/removal and/or abandon the obsolete plant structure, piping and equipment. A-Plant area (headworks) has a large number of open tanks, clarifiers, deep well buildings and other associated above ground structures.	
<b>JUSTIFICATION</b>	
Some of these structures have been abandoned in excess of 50 plus years due to changes in the methodology of treatment rendering them obsolete. It has been determined that they will serve no useful purpose in the foreseeable future. The structures pose a safety risk due to the nature of the structures and the lack of maintenance on the structure and the associated safety railing and catwalks. The open tanks hold water continuously providing an attraction vector for mosquitoes & drowning of wildlife.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ 121,000
<b>FY 2021-22</b>	\$ 121,000
<b>FY 2022-23</b>	\$ 121,000
<b>FY 2023-24</b>	\$ 121,000
<b>FY 2024-25</b>	\$ 121,000
<b>FUTURE YEARS</b>	\$ 121,000
<b>TOTAL</b>	\$ 726,000
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	
<b>CONSTRUCTION</b>	\$ 726,000
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	\$ 726,000
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/7/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Water and Sewer	
<b>PROJECT TITLE:</b>	GIS Mapping-W&S
<b>PRIORITY:</b>	2
<b>PURPOSE:</b>	Provide W&S Mapping on a GIS Platform
<b>PROJECT DESCRIPTION</b>	
Locations of lines, valves, and appurtenances of the water distribution and sewer collection systems are currently only available in a hard copy (paper) format. This is becoming problematic in executing work orders and emergency responses on these systems.	
<b>JUSTIFICATION</b>	
This request would provide the development (framework, location and mapping) of a Geographic Information System (GIS) for the water distribution & sewer collections systems. GIS would not only provide spatial location but would also provide attribute information defining/describing the lines, valves, and appurtenances that comprise the system. GIS system would also be structured to link the information from work order to spatial locations on mapping to identify trending/metric info on issues.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ 100,000
<b>FY 2021-22</b>	\$ 100,000
<b>FY 2022-23</b>	\$ -
<b>FY 2023-24</b>	\$ -
<b>FY 2024-25</b>	\$ -
<b>FUTURE YEARS</b>	\$ -
<b>TOTAL</b>	<b>\$ 200,000</b>
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	\$ 200,000
<b>CONSTRUCTION</b>	
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	<b>\$ 200,000</b>
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/8/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Water and Sewer	
<b>PROJECT TITLE:</b>	Unit #434-W&S
<b>PURPOSE:</b>	Unit #434 Replacement
<b>PRIORITY:</b>	2
<b>PROJECT DESCRIPTION</b>	
Unit is used daily to transport trench backfill and other construction materials to the various job sites across the system.	
<b>JUSTIFICATION</b>	
Current unit is 17 years old. Unit is experiencing increased maintenance due to issues with the engine and drive train. The unit is becoming unreliable.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ -
<b>FY 2021-22</b>	\$ 96,000
<b>FY 2022-23</b>	\$ -
<b>FY 2023-24</b>	\$ -
<b>FY 2024-25</b>	\$ -
<b>FUTURE YEARS</b>	\$ -
<b>TOTAL</b>	\$ 96,000
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	\$ 96,000
<b>CONSTRUCTION</b>	
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	\$ 96,000
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/7/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Water and Sewer	
<b>PROJECT TITLE:</b>	Unit #600 Replacement
<b>PURPOSE:</b>	Replacement
<b>PRIORITY:</b>	2
<b>PROJECT DESCRIPTION</b>	
Unit #600 is a 1997 Ford truck mounted with a 12-ton boom.	
<b>JUSTIFICATION</b>	
Truck is experiencing increased service requirements and a capacity boom issue. Plan is to replace with a 20 ton boom truck that can provide additional capacity. This boom truck would assist other departments instead of renting from a crane company.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ -
<b>FY 2021-22</b>	\$ -
<b>FY 2022-23</b>	\$ 330,000
<b>FY 2023-24</b>	\$ -
<b>FY 2024-25</b>	\$ -
<b>FUTURE YEARS</b>	\$ -
<b>TOTAL</b>	<b>\$ 330,000</b>
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	\$ 330,000
<b>CONSTRUCTION</b>	
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	<b>\$ 330,000</b>
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/7/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES				
<b>FUND:</b> Water and Sewer				
<b>PROJECT TITLE:</b>	A2 Screw Pump-LCVWVTP			
<b>PRIORITY:</b>	3			
<b>PURPOSE:</b>	Replacement			
<b>PROJECT DESCRIPTION</b>				
A2 screw pump age is 30 years plus. Existing screw pump has exceeded service life.				
<b>JUSTIFICATION</b>				
Poor/inefficient performance contributes to Sanitary Sewer Overflows (SSO) both inside of the wastewater plant and the collection system during large rain events. Failure of the pump increases risk of non-compliance.				
<b>CAPITAL COST PER YEAR</b>				
<b>CAPITAL COST BREAKDOWN</b>				
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -	<b>PLANNING, DESIGN, AND ENGINEERING</b>		
<b>FY 2020-21</b>	\$ -	<b>PURCHASE</b>	\$ 385,000	<b>CURRENT REVENUE</b>
<b>FY 2021-22</b>	\$ -			
<b>FY 2022-23</b>	\$ -	<b>CONSTRUCTION</b>		
<b>FY 2023-24</b>	\$ 385,000			
<b>FY 2024-25</b>	\$ -			
<b>FUTURE YEARS</b>	\$ -	<b>MISCELLANEOUS</b>		
<b>TOTAL</b>	<b>\$ 385,000</b>	<b>OTHER:</b>		
		<b>OTHER:</b>		
		<b>OTHER:</b>		
		<b>TOTAL</b>	<b>\$</b>	<b>385,000</b>
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>				

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/7/2019





**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Water and Sewer	
<b>PROJECT TITLE:</b>	Deep Water Intake-TTWTP
<b>PRIORITY:</b>	3
<b>PURPOSE:</b>	Replacement
<b>PROJECT DESCRIPTION</b>	
Current location of the raw water intake is in a shallow cove on Tuckertown Reservoir. Shallow depth of the intake has demonstrated a negative influence on the raw water quality.	
<b>JUSTIFICATION</b>	
Increased water temperature, solids concentrations, and algae blooms affect the efficiency and effectiveness of the treatment systems at the plant. This would extend the location of the intake via a submerged pipeline from the current location of the intake at the raw water pump station to the east towards main channel of the reservoir. The increased depth in the main channel would allow for multiple withdrawal depths to adjust for differences in the water depth stratum quality.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ -
<b>FY 2021-22</b>	\$ -
<b>FY 2022-23</b>	\$ -
<b>FY 2023-24</b>	\$ -
<b>FY 2024-25</b>	\$ 4,000,000
<b>FUTURE YEARS</b>	\$ -
<b>TOTAL</b>	\$ 4,000,000
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	
<b>CONSTRUCTION</b>	\$ 4,000,000
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	\$ 4,000,000
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/7/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Water and Sewer	
<b>PROJECT TITLE:</b>	Filter Media Replacement-LCWWTP
<b>PRIORITY:</b>	3
<b>PURPOSE:</b>	Replacement
<b>PROJECT DESCRIPTION</b>	
Filter media at LCWWTP is approximately 8 years old.	
<b>JUSTIFICATION</b>	
As the filter media ages we start seeing elevated concentration of Total Suspended Solids (TSS) in the effluent. As the TSS concentrations increases, we start having noncompliance issues with our National Pollutant Discharge Elimination System (NPDES) permit.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ -
<b>FY 2021-22</b>	\$ -
<b>FY 2022-23</b>	\$ 60,000
<b>FY 2023-24</b>	\$ 60,000
<b>FY 2024-25</b>	\$ -
<b>FUTURE YEARS</b>	\$ -
<b>TOTAL</b>	\$ 120,000
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	\$ 120,000
<b>CONSTRUCTION</b>	
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	\$ 120,000
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/7/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Water and Sewer	
<b>PROJECT TITLE:</b>	Plate Settler System
<b>PRIORITY:</b>	3
<b>PURPOSE:</b>	Improvement
<b>PROJECT DESCRIPTION</b>	
To improve settled turbidity at 52WTP.	
<b>JUSTIFICATION</b>	
Plate settler can allow for greater loading rates of the raw water pace by expanding the surface area for sedimentation. This allows for greater loading rates and results in a large reduction in the basin size needed to achieve the same results. Hwy 52WTP can treat more water without increasing basin size with greater efficiency and cost-savings.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ -
<b>FY 2021-22</b>	\$ -
<b>FY 2022-23</b>	\$ -
<b>FY 2023-24</b>	\$ -
<b>FY 2024-25</b>	\$ 6,000,000
<b>FUTURE YEARS</b>	\$ -
<b>TOTAL</b>	\$ 6,000,000
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	
<b>CONSTRUCTION</b>	\$ 6,000,000
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	\$ 6,000,000
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/7/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Water and Sewer	
<b>PROJECT TITLE:</b>	Sludge Disposal System-TTWTP
<b>PRIORITY:</b>	3
<b>PURPOSE:</b>	New Sludge Disposal System
<b>PROJECT DESCRIPTION</b>	
During our water treatment process we generate aluminum sludge at TTWTP. Solids have to be disposed of in accordance with federal, state and local laws.	
<b>JUSTIFICATION</b>	
TTWTP has used the land application method of disposal since the facility started operating about 30 years ago. In that time the spray fields have become maxed out as far as what they can handle. With the added amount of water we sell to Concord, and the increase in the coming years, we are now in a desperate need to solve this issue. We spend about \$100,000 a year to contract Synagro to pump and haul out of the lagoons now. City forces take sludge to WWTP drying basins.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ -
<b>FY 2021-22</b>	\$ -
<b>FY 2022-23</b>	\$ 4,000,000
<b>FY 2023-24</b>	\$ -
<b>FY 2024-25</b>	\$ -
<b>FUTURE YEARS</b>	\$ -
<b>TOTAL</b>	<b>\$ 4,000,000</b>
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	
<b>CONSTRUCTION</b>	\$ 4,000,000
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	<b>\$ 4,000,000</b>
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/7/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Water and Sewer	
<b>PROJECT TITLE:</b>	Trac Vac System-TTWTP
<b>PRIORITY:</b>	3
<b>PURPOSE:</b>	Replacement
<b>PROJECT DESCRIPTION</b>	
Replace the trac vac system in the bottom of the sedimentation basins. The trac vac system provides consistent and automated removal of the settled solids that are generated in the sedimentation basins.	
<b>JUSTIFICATION</b>	
The system is over 25 years old and uses a technology that requires constant attention and a high interval/degree of maintenance. Replacement parts are becoming scarce. The new units are much more efficient and can be programmed so that they waste far less water. The control cabinet for these units is antiquated and would be removed and replaced with a programmable logic controller requiring a much smaller footprint giving more room in the control room.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ -
<b>FY 2021-22</b>	\$ -
<b>FY 2022-23</b>	\$ 350,000
<b>FY 2023-24</b>	\$ -
<b>FY 2024-25</b>	\$ -
<b>FUTURE YEARS</b>	\$ -
<b>TOTAL</b>	\$ 350,000
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	\$ 350,000
<b>CONSTRUCTION</b>	
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	\$ 350,000
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/7/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Water and Sewer	
<b>PROJECT TITLE:</b>	Melchor Branch-W&S
<b>PRIORITY:</b>	4
<b>PURPOSE:</b>	Replacement
<b>PROJECT DESCRIPTION</b>	
Melchor Branch sewer line from Madison Place Apartments on N. 6th St, under and down N. 2nd Street to tie into Phase II on N. 2nd 2400 feet of pipe, either 18" or 16" Also, we can put this location and the S. Second Street location (AL Lowder) and have a Phase IV Lump these together for a single funding application	
<b>JUSTIFICATION</b>	
This area causes high numbers of SSOs during high rain flow. Sewer project will deal with some hydraulic issues as well as access issues. Hydraulic issues will correct a 90% turn in the flow causing it to slowdown during high flow events. Also a swag in the pipe behind the laundromat causing an issue. Sewer main runs in the creek and large bank behind laundromat. Need to bring the line out to NCDOT ROW on N. 2nd Street.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ -
<b>FY 2021-22</b>	
<b>FY 2022-23</b>	\$ -
<b>FY 2023-24</b>	\$ -
<b>FY 2024-25</b>	
<b>FUTURE YEARS</b>	\$ 1,200,000
<b>TOTAL</b>	\$ 1,200,000
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	
<b>CONSTRUCTION</b>	\$ 1,200,000
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	\$ 1,200,000
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/9/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Water and Sewer	
<b>PROJECT TITLE:</b>	Old Whitney Raw Water Line
<b>PRIORITY:</b>	4
<b>PURPOSE:</b>	Replacement
<b>PROJECT DESCRIPTION</b>	
Replace raw water line from Old Whitney Pump Station to Hwy 52 WTP.	
<b>JUSTIFICATION</b>	
Nothing has been done to the water line since installation in 1940's.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ -
<b>FY 2021-22</b>	\$ -
<b>FY 2022-23</b>	\$ -
<b>FY 2023-24</b>	\$ -
<b>FY 2024-25</b>	\$ 12,000,000
<b>FUTURE YEARS</b>	
<b>TOTAL</b>	\$ 12,000,000
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	
<b>CONSTRUCTION</b>	\$ 12,000,000 STATE GRANT
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	\$ 12,000,000
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/7/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Water and Sewer	
<b>PROJECT TITLE:</b>	Resurfacing Plant Road-LCWWTP
<b>PRIORITY:</b>	4
<b>PURPOSE:</b>	Resurface
<b>PROJECT DESCRIPTION</b>	
Pavement rehabilitation (resurface) to repair large pot holes and large areas completely missing at WWTP.	
<b>JUSTIFICATION</b>	
No significant repairs or maintenance over the past 10-20 years. Significant potholes, cracks and loss of pavement sections have become an issue in terms of damages to vehicles and just general safety in traveling plant roads.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ 77,000
<b>FY 2021-22</b>	\$ 66,000
<b>FY 2022-23</b>	\$ 65,000
<b>FY 2023-24</b>	\$ 74,600
<b>FY 2024-25</b>	\$ 74,600
<b>FUTURE YEARS</b>	
<b>TOTAL</b>	\$ 357,200
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	
<b>CONSTRUCTION</b>	\$ 357,200
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	\$ 357,200
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/7/2019





**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Water and Sewer	
<b>PROJECT TITLE:</b>	Tanks & Basins-TTWTP
<b>PRIORITY:</b>	4
<b>PURPOSE:</b>	Corrosion Coatings of Tanks & Basins
<b>PROJECT DESCRIPTION</b>	
Paint finished water tank and backwash tank. Paint sludge pipes and I Beams, flocculator bridges in all settling basins. Carolina Management Team gave a quote to do the tanks in one year and the sludge pipes in another year.	
<b>JUSTIFICATION</b>	
The coatings on two of our tanks have begun showing signs of wear and indication of failure due to weather exposure. Tanks are typically painted every 15 to 20 years. These have never been done. Steel beams, bridges and pipes in each basin show severe deterioration because they are constantly submerged. Steel will require abrasive blasting for proper application of the coating systems for effective corrosion protection.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ 155,000
<b>FY 2021-22</b>	\$ 125,000
<b>FY 2022-23</b>	\$ -
<b>FY 2023-24</b>	\$ -
<b>FY 2024-25</b>	\$ -
<b>FUTURE YEARS</b>	\$ -
<b>TOTAL</b>	\$ 280,000
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	
<b>CONSTRUCTION</b>	\$ 280,000
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	\$ 280,000
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/7/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Water and Sewer	
<b>PROJECT TITLE:</b>	Unit #406-W&S
<b>PURPOSE:</b>	Unit #406 Replacement
<b>PRIORITY:</b>	4
<b>PROJECT DESCRIPTION</b>	
Replacement of Unit #406 Rubber Tire Loader that is 25 years old. Experiencing extended down time due to problems with the hydraulic system driving the bucket cylinders.	
<b>JUSTIFICATION</b>	
Unit is becoming unreliable. This machine is used for loading materials into dump trucks, primarily gravel and earth, that are needed for trench back fill replacement when repairs are made to the collection and/or distribution system. This unit is used on a daily basis.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ -
<b>FY 2021-22</b>	\$ -
<b>FY 2022-23</b>	\$ 210,000
<b>FY 2023-24</b>	\$ -
<b>FY 2024-25</b>	\$ -
<b>FUTURE YEARS</b>	\$ -
<b>TOTAL</b>	\$ 210,000
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	\$ 210,000
<b>CONSTRUCTION</b>	
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	\$ 210,000
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/7/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Water and Sewer	
<b>PROJECT TITLE:</b>	Unit #456-W&S
<b>PURPOSE:</b>	Replacement
<b>PRIORITY:</b>	4
<b>PROJECT DESCRIPTION</b>	
Unit #456 2010 John Deere Backhoe is used daily on various job sites across the system. This backhoe is used as the primary equipment for the water crew.	
<b>JUSTIFICATION</b>	
This backhoe is showing signs of wear in the boom. Reliability and safety of the unit will become an issue in the future.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ -
<b>FY 2021-22</b>	\$ -
<b>FY 2022-23</b>	\$ 135,000
<b>FY 2023-24</b>	\$ -
<b>FY 2024-25</b>	\$ -
<b>FUTURE YEARS</b>	\$ -
<b>TOTAL</b>	\$ 135,000
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	\$ 135,000
<b>CONSTRUCTION</b>	
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	\$ 135,000
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/8/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Water and Sewer	
<b>PROJECT TITLE:</b>	Filter Sweeps-TTWTP
<b>PRIORITY:</b>	5
<b>PURPOSE:</b>	Upgrade
<b>PROJECT DESCRIPTION</b>	
Upgrade filter sweeps to an air scour system which cleans the filter media with pressurized air from the bottom of the media to the surface. There are 4 filters with two sweeps per filter.	
<b>JUSTIFICATION</b>	
Current filter sweep system is a technology that has become outdated. The system is water driven and is only effective for the upper reaches of the filter media instead of the full depth. The newer "Air Scour" technology is proven to be more efficient and does a much better job in cleaning the filters. The project would include a rotary screw compressor and related air piping as well as power & control wiring.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ -
<b>FY 2021-22</b>	\$ -
<b>FY 2022-23</b>	\$ -
<b>FY 2023-24</b>	\$ -
<b>FY 2024-25</b>	\$ -
<b>FUTURE YEARS</b>	\$ 1,000,000
<b>TOTAL</b>	\$ 1,000,000
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	\$ 1,000,000
<b>CONSTRUCTION</b>	
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	\$ 1,000,000
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/7/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Water and Sewer	
<b>PROJECT TITLE:</b>	Biosolids Disposal System-LCWWTP
<b>PRIORITY:</b>	6
<b>PURPOSE:</b>	Replacement
<b>PROJECT DESCRIPTION</b>	
Provide for onsite biosolids handling and disposal in lieu of current pump and haul program. Current pump and haul program costs approximately \$300k per year with the majority of the expenses being paid to Water and Sewer Authority of Cabarrus County for incineration at the Rocky River WWTP.	
<b>JUSTIFICATION</b>	
There have been numerous occasions where Rocky River facility has notified the City that they were experiencing disruption and/or maintenance outages of their system and could not accept biosolids. Some times this would last for weeks at a time. Without the ability to waste biosolids regularly from the treatment process, there is an increased risk for a long term adverse effect on the treatment process and increased probability for permit violation.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ -
<b>FY 2021-22</b>	\$ -
<b>FY 2022-23</b>	\$ -
<b>FY 2023-24</b>	\$ -
<b>FY 2024-25</b>	\$ 1,760,000
<b>FUTURE YEARS</b>	\$ -
<b>TOTAL</b>	<b>\$ 1,760,000</b>
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	\$ 1,760,000 STATE GRANT
<b>CONSTRUCTION</b>	
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	<b>\$ 1,760,000</b>
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/7/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Water and Sewer	
<b>PROJECT TITLE:</b>	NC 24/27 Relocation-W&S
<b>PRIORITY:</b>	7
<b>PURPOSE:</b>	Relocation
<b>PROJECT DESCRIPTION</b>	
Relocation of W&S lines to support Hwy 24/27 widening by NCDOT (East Main Street to Sweet Home Church Road).	
<b>JUSTIFICATION</b>	
Estimates prepared by Chambers Engineering for the project have yielded a total cost of approximately \$4.0M. Construction has begun. Based on current NCGS, the City is responsible for 25% of the project cost.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ 868,666
<b>FY 2020-21</b>	\$ 434,333
<b>FY 2021-22</b>	\$ -
<b>FY 2022-23</b>	\$ -
<b>FY 2023-24</b>	\$ -
<b>FY 2024-25</b>	\$ -
<b>FUTURE YEARS</b>	\$ -
<b>TOTAL</b>	\$ 1,302,999
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	
<b>CONSTRUCTION</b>	\$ 1,000,000
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	\$ 1,000,000
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/8/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Water and Sewer	
<b>PROJECT TITLE:</b>	AMI Meter Conversion-W&S
<b>PRIORITY:</b>	8
<b>PURPOSE:</b>	Conversion from AMR to AMI Meter Program
<b>PROJECT DESCRIPTION</b>	
Convert present AMR (automatic meter read) to AMI (Automated Meter Integration) meter system. Current AMR technology is limited in the availability of the data on a real time basis. Data is only obtained from an AMR meter to a handheld data collector in close proximity. Readings are recording monthly on a current meter route. AMR system is limited in that the bulk usage data since the last reading is provided	
<b>JUSTIFICATION</b>	
AMI system differs from AMR in that AMI meter continuously transmits usage data to a central receiving station/server via a system wide radio network. Real time capability will provide PU the ability to monitor the system for leaks, unauthorized usage, and analyze usage patterns. AMI provides customers with this same information on an hourly basis. Information is collected in real time, customers can set a specific billing date since the date would no longer be based on the route date. It does not require a change out of meters, just the radio transmitter in the meter along with a deployment of the radio network.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ -
<b>FY 2021-22</b>	\$ -
<b>FY 2022-23</b>	\$ -
<b>FY 2023-24</b>	\$ -
<b>FY 2024-25</b>	\$ 400,000
<b>FUTURE YEARS</b>	\$ -
<b>TOTAL</b>	<b>\$ 400,000</b>
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	\$ 400,000
<b>CONSTRUCTION</b>	
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	<b>\$ 400,000</b>
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/8/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC UTILITIES	
<b>FUND:</b> Water and Sewer	
<b>PROJECT TITLE:</b>	S Second St SS Rehab-W&S
<b>PRIORITY:</b>	9
<b>PURPOSE:</b>	Replacement
<b>PROJECT DESCRIPTION</b>	
Replace sewer line from Phase I (Hwy 52 to S Second Street)	
<b>JUSTIFICATION</b>	
This sewer project will replace a large collector line that runs under Hwy 52 to AL Lowder property on Old Aquadale Rd and ends at S. Second Street at the old A&A Auto Parts. This line is a large very old terra cotta sewer main that is in between lines that have been replaced. It runs through the Lowder property and is very hard to access.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	
<b>FY 2020-21</b>	
<b>FY 2021-22</b>	
<b>FY 2022-23</b>	
<b>FY 2023-24</b>	
<b>FY 2024-25</b>	
<b>FUTURE YEARS</b>	\$ 3,000,000
<b>TOTAL</b>	\$ 3,000,000
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	
<b>CONSTRUCTION</b>	\$ 3,000,000
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	\$ 3,000,000
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Judy Redwine  
Department Head

**DATE:** 9/8/2019





**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC WORKS	
<b>FUND:</b> General Fund	
<b>PROJECT TITLE:</b>	Dual Axle Dump Truck
<b>PRIORITY:</b>	1
<b>PURPOSE:</b>	New purchase to Replace Aging Fleet
<b>PROJECT DESCRIPTION</b>	
Purchase New Dual Axle Dump Truck with snow removal attachments.	
<b>JUSTIFICATION</b>	
The street division currently has six dump trucks in its fleet that are used to haul asphalt, stone, dirt and illegal dumping. More importantly, these trucks are used during storm events to haul off tree debris and to also plow snow and apply brine solution during winter storms. Out of the six dump trucks in the fleet, two trucks are 27 years old or older. One is 20 years old, with two others being 10 and 13 years old, respectively. The purchase and replacement of our dump trucks over the next two years will allow us to upgrade our fleet and surplus older trucks in our fleet. Wear and tear, along with repairs, are starting to be an issue with the older trucks, and due to the importance of these trucks during emergency events, we cannot afford to have unreliable equipment.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ 37,000
<b>FY 2021-22</b>	\$ 37,000
<b>FY 2022-23</b>	\$ 37,000
<b>FY 2023-24</b>	\$ 37,000
<b>FY 2024-25</b>	\$ 37,000
<b>FUTURE YEARS</b>	
<b>TOTAL</b>	<b>\$ 185,000</b>
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	\$ 185,000
<b>LEASE PURCHASE</b>	
<b>CONSTRUCTION</b>	
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	<b>\$ 185,000</b>
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Ross Holshouser  
Department Head

**DATE:** 9/8/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC WORKS	
<b>FUND:</b> General Fund	
<b>PROJECT TITLE:</b>	Vac All Truck
<b>PRIORITY:</b>	1
<b>PURPOSE:</b>	New Vacuum Truck
<b>PROJECT DESCRIPTION</b>	
Replace 2008 Vac All Truck with New Vacuum Truck	
<b>JUSTIFICATION</b>	
Our current Vac-All truck is a 2008 model and over \$8000 was spent on repairs in the last 24 months. If we are to continue the same level of service vacuuming non-curb and gutter streets, ditch & storm drain maintenance, as well as vacuuming trash off our city right of ways, a new machine will be needed.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ 100,000
<b>FY 2021-22</b>	\$ 100,000
<b>FY 2022-23</b>	\$ 100,000
<b>FY 2023-24</b>	\$ 100,000
<b>FY 2024-25</b>	\$ 100,000
<b>FUTURE YEARS</b>	\$ -
<b>TOTAL</b>	<b>\$ 500,000</b>
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	\$ 500,000
<b>LEASE PURCHASE</b>	
<b>CONSTRUCTION</b>	
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	<b>\$ 500,000</b>
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Ross Holshouser  
Department Head

**DATE:** 9/8/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC WORKS	
<b>FUND:</b> General Fund	
<b>PROJECT TITLE:</b>	New Fleet Maintenance Facility
<b>PRIORITY:</b>	2
<b>PURPOSE:</b>	New Fleet Maintenance Facility to meet the needs of a growing more advanced fleet
<b>PROJECT DESCRIPTION</b>	
New state of the art Fleet Maintenance Facility need to meet the demands.	
<b>JUSTIFICATION</b>	
The current shop is inadequate in the number of bays and the size of the bays. Large equipment must be repaired outside. There is no room for a small tool room or workshop area for welding and grinding and no area for parts inventory storage. The current building does not meet OSHA standards for a fleet repair shop.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	
<b>FY 2021-22</b>	\$ 356,424
<b>FY 2022-23</b>	\$ 356,424
<b>FY 2023-24</b>	\$ 356,424
<b>FY 2024-25</b>	\$ 356,424
<b>FUTURE YEARS</b>	\$ 74,304
<b>TOTAL</b>	<b>\$ 1,500,000</b>
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	
<b>CONSTRUCTION</b>	\$ 1,500,000
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	<b>\$ 1,500,000</b>
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Ross Holshouser  
Department Head

**DATE:** 9/8/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC WORKS	
<b>FUND:</b> General Fund	
<b>PROJECT TITLE:</b>	Single Axle Dump Truck
<b>PRIORITY:</b>	2
<b>PURPOSE:</b>	New purchase to Replace Aging Fleet
<b>PROJECT DESCRIPTION</b>	
Purchase New single Axle Dump Truck with snow removal attachments.	
<b>JUSTIFICATION</b>	
The street division currently has six dump trucks in its fleet that are used to haul asphalt, stone, dirt and illegal dumping. More importantly, these trucks are used during storm events to haul off tree debris and to also plow snow and apply brine solution during winter storms. Out of the six dump trucks in the fleet, two trucks are 27 years old or older. One is 20 years old, with two others being 10 and 13 years old, respectively. The purchase and replacement of our dump trucks over the next two years will allow us to upgrade our fleet and surplus older trucks in our fleet. Wear and tear, along with repairs, are starting to be an issue with the older trucks, and due to the importance of these trucks during emergency events, we cannot afford to have unreliable equipment.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ -
<b>FY 2021-22</b>	\$ 28,000
<b>FY 2022-23</b>	\$ 28,000
<b>FY 2023-24</b>	\$ 28,000
<b>FY 2024-25</b>	\$ 28,000
<b>FUTURE YEARS</b>	\$ 28,000
<b>TOTAL</b>	\$ 140,000
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	\$ 140,000
<b>LEASE PURCHASE</b>	
<b>CONSTRUCTION</b>	
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	\$ 140,000
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Ross Holshouser  
Department Head

**DATE:** 9/8/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC WORKS	
<b>FUND:</b> General Fund	
<b>PROJECT TITLE:</b>	New Street Division Equipment Storage Building
<b>PRIORITY:</b>	3
<b>PURPOSE:</b>	New Storage Building to store Street Division valuable equipment
<b>PROJECT DESCRIPTION</b>	
Construct a new enclosed storage facility similar to PU-Electric and PU-W&S to protect valuable equipment and provide a safe area for workers to prepare and service equipment for incimate weather events.	
<b>JUSTIFICATION</b>	
The Street Division has purchased several new pieces of equipment and plans for other purchases in the future. Storage space is limited at the Operations Center. New Sweeper truck, seasonal mowing tractors, paving equipment, snow removal salt spreaders and more equipment need to be protected from elements in enclosed space. The life expectancy of this equipment is dependent upon our care and maintenance. Our employees are asked to perform routine maintenance, inspections or preparations in the rain, extreme heat or snowy weather with no place to protect themselves or the equipment. This building will allow us to protect our seasonal equipment, extending its life expectancy and lowering maintenance issues caused by constant exposure to the elements. FYI: If a Fleet Maintenance Facility was funded, the old Fleet Maintenance Garage would be re-purposed for Street Equipment Storage and this proposed building would not be necessary.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ -
<b>FY 2021-22</b>	\$ -
<b>FY 2022-23</b>	\$ 400,000
<b>FY 2023-24</b>	\$ -
<b>FY 2024-25</b>	\$ -
<b>FUTURE YEARS</b>	\$ -
<b>TOTAL</b>	<b>\$ 400,000</b>
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	
<b>CONSTRUCTION</b>	\$ 400,000
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	<b>\$ 400,000</b>
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Ross Holshouser  
Department Head

**DATE:** 9/9/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2020-2024**

<b>DEPARTMENT:</b> PUBLIC WORKS	
<b>FUND:</b> Powell Bill	
<b>PROJECT TITLE:</b>	Pavement Management Plan
<b>PRIORITY:</b>	1
<b>PURPOSE:</b>	Improve City Streets
<b>PROJECT DESCRIPTION</b>	
The City has adopted a Pavement Maintenance Plan where budgeted funds each year will go to repair and maintain existing City Streets. Each year a plan is put into place based on budgeted funds. Engineers estimate that \$1 Million Dollars a year will keep City streets as is. My goal is \$500,000 per year until future funding is found. \$250,000 from Powell Bill Funds + \$250,000 from General Fund	
<b>JUSTIFICATION</b>	
The Pavement Management Plan is needed to support and guide annual maintenance needs on City Streets.	
<b>CAPITAL COST PER YEAR</b>	
<b>CAPITAL COST BREAKDOWN</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ 225,000
<b>FY 2020-21</b>	\$ 250,000
<b>FY 2021-22</b>	\$ 250,000
<b>FY 2022-23</b>	\$ 250,000
<b>FY 2023-24</b>	\$ 250,000
<b>FY 2024-25</b>	\$ 250,000
<b>FUTURE YEARS</b>	\$ 500,000
<b>TOTAL</b>	<b>\$ 1,975,000</b>
	<b>PLANNING, DESIGN, AND ENGINEERING</b>
	<b>PURCHASE</b>
	<b>CONSTRUCTION</b> \$ 250,000
	<b>MISCELLANEOUS</b>
	<b>OTHER:</b>
	<b>OTHER:</b>
	<b>OTHER:</b>
	<b>TOTAL</b> \$ 250,000
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Ross Holshouser  
Department Head

**DATE:** 9/8/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC WORKS	
<b>FUND:</b> Solid Waste and Disposal	
<b>PROJECT TITLE:</b>	Waste Compactor Rebuild
<b>PRIORITY:</b>	1
<b>PURPOSE:</b>	Rebuild Compactor
<b>PROJECT DESCRIPTION</b>	
Rebuild Waste Compactor Powertrain	
<b>JUSTIFICATION</b>	
Due to harsh conditions and continual use (2,000 hours annually), which waste compactors are subject to, the equipment manufacturer recommends a certified powertrain rebuild when the machine accrues between 10-13,000 hours. This rebuild will continue to ensure a safe work environment, reduce breakdown and help minimize overall costs of equipment maintenance.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ 290,000
<b>FY 2021-22</b>	\$ -
<b>FY 2022-23</b>	\$ -
<b>FY 2023-24</b>	\$ -
<b>FY 2024-25</b>	\$ -
<b>FUTURE YEARS</b>	\$ -
<b>TOTAL</b>	\$ 290,000
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	
<b>CONSTRUCTION</b>	
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	\$ 290,000
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	\$ 290,000
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Ross Holshouser  
Department Head

**DATE:** 9/9/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC WORKS	
<b>FUND:</b> Solid Waste and Disposal	
<b>PROJECT TITLE:</b>	Haul Road Rebuild
<b>PRIORITY:</b>	2
<b>PURPOSE:</b>	Rebuild and stabilize Solid Waste Facility Haul Road
<b>PROJECT DESCRIPTION</b>	
To rebuild and stabilize the solid waste facility haul road by means of Full Depth Reclamation.	
<b>JUSTIFICATION</b>	
The Solid Waste Facility is used daily by many heavy trash trucks that is starting to put wear and tear on the haul roads. In turn the roads are starting to show rutting, pot holes and failures in the pavement. Recommendation to do Full Depth Reclamation from the main entrance at Stony Gap Road up to the new employee facility.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ -
<b>FY 2021-22</b>	\$ 250,000
<b>FY 2022-23</b>	\$ -
<b>FY 2023-24</b>	\$ -
<b>FY 2024-25</b>	\$ -
<b>FUTURE YEARS</b>	\$ -
<b>TOTAL</b>	\$ 250,000
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	
<b>CONSTRUCTION</b>	\$ 250,000
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	\$ 250,000
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Ross Holshouser  
Department Head

**DATE:** 9/9/2019





**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC WORKS	
<b>FUND:</b> Solid Waste and Disposal	
<b>PROJECT TITLE:</b>	New Excavator
<b>PRIORITY:</b>	2
<b>PURPOSE:</b>	Replace existing CAT Excavator
<b>PROJECT DESCRIPTION</b>	
Purchase a new excavator to replace aging old CAT excavator.	
<b>JUSTIFICATION</b>	
Our facility utilizes two excavators, a 2013 model and a 2002 model. The 2002 model has over 12,000 hours on it. Most manufacturers recommend a total overhaul after approximately 10-13,000 hours. Staff recommends replacing the 2002 model with a new machine.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ -
<b>FY 2021-22</b>	\$ 310,000
<b>FY 2022-23</b>	\$ -
<b>FY 2023-24</b>	\$ -
<b>FY 2024-25</b>	\$ -
<b>FUTURE YEARS</b>	\$ -
<b>TOTAL</b>	\$ 310,000
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	\$ 310,000
<b>CONSTRUCTION</b>	
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	\$ 310,000
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Ross Holshouser  
Department Head

**DATE:** 9/9/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC WORKS	
<b>FUND:</b> Solid Waste and Disposal	
<b>PROJECT TITLE:</b>	Rebuild Waste Handling Dozer
<b>PRIORITY:</b>	2
<b>PURPOSE:</b>	Rebuild Waste Handling Bulldozer Power train
<b>PROJECT DESCRIPTION</b>	
Rebuild existing waste handling bulldozer power train.	
<b>JUSTIFICATION</b>	
Due to harsh conditions and continual use (2,000 hours annually), which waste handling bulldozers are subject to, the equipment manufacturer recommends a certified powertrain rebuild when the machine accrues between 10-13,000 hours. This rebuild will continue to ensure a safe work environment, reduce breakdowns and help minimize overall costs of equipment maintenance.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ -
<b>FY 2021-22</b>	\$ 230,000
<b>FY 2022-23</b>	\$ -
<b>FY 2023-24</b>	\$ -
<b>FY 2024-25</b>	\$ -
<b>FUTURE YEARS</b>	\$ -
<b>TOTAL</b>	\$ 230,000
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	
<b>CONSTRUCTION</b>	
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	\$ 230,000
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	\$ 230,000
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Ross Holshouser  
Department Head

**DATE:** 9/9/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC WORKS	
<b>FUND:</b> Solid Waste and Disposal	
<b>PROJECT TITLE:</b>	Haul Road Rebuild (2) <b>PRIORITY:</b> 3
<b>PURPOSE:</b>	Rebuild and stabilize Solid Waste Facility Haul Road (2)
<b>PROJECT DESCRIPTION</b>	
To rebuild and stabilize the solid waste facility haul road by means of Full Depth Reclamation.	
<b>JUSTIFICATION</b>	
The Solid Waste Facility is used daily by many heavy trash trucks that is starting to put wear and tear on the haul roads. In turn the roads are starting to show rutting, pot holes and failures in the pavement. Recommendation to do Full Depth Reclamation from the Employee Facility up to the Recycling Center.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ -
<b>FY 2021-22</b>	\$ -
<b>FY 2022-23</b>	\$ 250,000
<b>FY 2023-24</b>	\$ -
<b>FY 2024-25</b>	\$ -
<b>FUTURE YEARS</b>	\$ -
<b>TOTAL</b>	<b>\$ 250,000</b>
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	
<b>CONSTRUCTION</b>	\$ 250,000
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	<b>\$ 250,000</b>
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Ross Holshouser  
Department Head

**DATE:** 9/9/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC WORKS				
<b>FUND:</b> Solid Waste and Disposal				
<b>PROJECT TITLE:</b>	Water Truck			
<b>PRIORITY:</b>	3			
<b>PURPOSE:</b>	Expand Equipment			
<b>PROJECT DESCRIPTION</b>				
Purchase used Water Truck with a capacity of 4-6,000 gallons				
<b>JUSTIFICATION</b>				
The facility currently uses the 2,000 gallon Posi-Shell applicator for dust control when necessary. Although adequate, this is not the optimal solution, nor the most ideal method, for proper dust control across the entire site. At times, the machine is not available for dust control because it is being used for its primary purpose , which is the application of alternative daily cover. Dust control is a State regulatory requirement at solid waste facilities. A water truck, with a large capacity, is greatly needed and would also be available for fire suppression, if necessary.				
<b>CAPITAL COST PER YEAR</b>				
<b>CAPITAL COST BREAKDOWN</b>				
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -	<b>PLANNING, DESIGN, AND ENGINEERING</b>		
<b>FY 2020-21</b>	\$ -	<b>PURCHASE</b>	\$ 150,000	<b>CURRENT REVENUE</b>
<b>FY 2021-22</b>	\$ -			
<b>FY 2022-23</b>	\$ 150,000	<b>CONSTRUCTION</b>		
<b>FY 2023-24</b>	\$ -			
<b>FY 2024-25</b>	\$ -			
<b>FUTURE YEARS</b>	\$ -	<b>MISCELLANEOUS</b>		
<b>TOTAL</b>	\$ 150,000	<b>OTHER:</b>		
		<b>OTHER:</b>		
		<b>OTHER:</b>		
		<b>TOTAL</b>	\$	<b>150,000</b>
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>				

**REQUESTED BY:** Ross Holshouser  
Department Head

**DATE:** 9/9/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC WORKS	
<b>FUND:</b> Solid Waste and Disposal	
<b>PROJECT TITLE:</b>	Posi-Shell Applicator and Truck
<b>PRIORITY:</b>	4
<b>PURPOSE:</b>	Renovate/Replace
<b>PROJECT DESCRIPTION</b>	
Replace or Rebuild Posi-Shell Applicator	
<b>JUSTIFICATION</b>	
The current Posi-Shell applicator is a 1996 model, mounted on an older model truck chassis, and will need replacing or rebuilding in the future.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	
<b>FY 2020-21</b>	
<b>FY 2021-22</b>	
<b>FY 2022-23</b>	
<b>FY 2023-24</b>	\$ 150,000
<b>FY 2024-25</b>	
<b>FUTURE YEARS</b>	
<b>TOTAL</b>	<b>\$ 150,000</b>
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	\$ 150,000
<b>CONSTRUCTION</b>	
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	<b>\$ 150,000</b>
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Ross Holshouser  
Department Head

**DATE:** 9/9/2019



**CITY OF ALBEMARLE  
CAPITAL PROJECT REQUEST  
FY 2021-2025**

<b>DEPARTMENT:</b> PUBLIC WORKS	
<b>FUND:</b> Solid Waste and Disposal	
<b>PROJECT TITLE:</b>	Maintenance Shop Remodel/Addition
<b>PRIORITY:</b>	5
<b>PURPOSE:</b>	Turn existing Maintenance Shop into a more usable building
<b>PROJECT DESCRIPTION</b>	
Remodel the equipment maintenance shop with a possible addition to the size.	
<b>JUSTIFICATION</b>	
Our equipment maintenance shop is very old and obsolete. A remodel would provide a safer, more efficient work environment for the service and repair of the equipment. Additional space could provide needed storage for small equipment and parts storage.	
<b>CAPITAL COST PER YEAR</b>	
<b>COMMITTED PRIOR TO FY 19-20</b>	\$ -
<b>FY 2020-21</b>	\$ -
<b>FY 2021-22</b>	\$ -
<b>FY 2022-23</b>	\$ -
<b>FY 2023-24</b>	\$ -
<b>FY 2024-25</b>	\$ 500,000
<b>FUTURE YEARS</b>	
<b>TOTAL</b>	\$ 500,000
<b>CAPITAL COST BREAKDOWN</b>	
<b>PLANNING, DESIGN, AND ENGINEERING</b>	
<b>PURCHASE</b>	
<b>CONSTRUCTION</b>	\$ 500,000
<b>MISCELLANEOUS</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	\$ 500,000
<b>DESCRIPTION OF SOURCE ESTIMATE:</b>	

**REQUESTED BY:** Ross Holshouser  
Department Head

**DATE:** 9/9/2019

Print

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Title – Consider Approval of EE Waddell HVAC Design Build Contract

Description:

E.E. Waddell Community Center Gymnasium was approved for a new HVAC unit during the budget process for FY20. Through an informal bid process, Miles McClellan Construction Company was awarded the preliminary design-build agreement for the EE Waddell Community Center Gymnasium. To date, \$21,600 has been spent on this work, which includes: engineered plans, permits, and bid preparation.

The recommendation is to move forward with Miles McClellan as the design-build firm for completion of this project. Council is being asked to approve the attached design-build contract so that Miles McClellan can move forward with hiring the subcontractors to install the unit.

Is this item budgeted?

Yes

Fiscal Impact:

Management Recommendation:

---

**ATTACHMENTS:**

Name:	Description:
<input type="checkbox"/> <a href="#">Design_Build_Memo_final.pdf</a>	Design Build Memo
<input type="checkbox"/> <a href="#">HVAC_Reviewed_04.24.2020.pdf</a>	Design Build Contract

---

**APPROVALS:**

Date/Time:	Approval:	Department:	
4/30/2020 12:43 PM	Approved	City Clerk	
4/30/2020 12:44 PM	Approved	Administration	

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## Parks and Recreation Department

Date: April 27, 2020

To: Michael Ferris, City Manager; Nyki Hardy, Assistant City Manager

From: Lisa Kiser, Parks & Recreation Director

Re: E.E. Waddell Community Center Gymnasium HVAC Contract Approval

The E.E. Waddell Community Center Gymnasium was approved for a new HVAC system in the FY20 budget. In the fall of 2019, under the the informal bid process, a Request for Qualifications (RFQ) was sent out to five design-build firms for the HVAC project. Design-build is a method of project delivery in which we contract with one contractor to provide design and construction services. The contractor can subcontract construction services and is responsible for managing this work. Two firms responded with quotes for the design-build contract. After checking references and talking with both firms, Miles-McClellan Construction Company (MMCC). MMCC was the lowest bidder. In January 2020, MMCC began design and mechanical engineering work on the HVAC project and issued a request for bids for mechanical, electrical, and wiring services construction services. Bid packages were sent to the following companies:

- Garmon
- Hemco
- Deeck
- LKN Mechanical
- LB Mechanical

Bids for the mechanical work were received from Garmon, Hemco and LNK Mechanical. Garmon was the lowest bidder. Bids for the wiring and electrical work were received by Garmon, Hemco, and TEC Electric. Garmon was the lowest bidder.

In March, staff submitted the "Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price" to our City Attorney, Britt Burch, for review. Upon consulting with Britt, it was discovered that design-build contracts are regulated by North Carolina General Statute 143.128.1A and procedural errors were made





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# ALBEMARLE

NORTH CAROLINA  
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during the informal bidding process to secure the design-build services of MMCC. Britt spoke with MMCC and confirmed that in addition to completing their competitive bidding for subcontractors, MMCC has: (1) finished requisite design drawings, (2) secured applicable permits, (3) sent out Letters of Intent to their subcontracts and (4) selected the Superintendent to oversee the project. MMCC has performed a sizeable portion of this contract and has already received payment, from the City, for some of their services. Because of this, requiring the re-bid of the design-build work to align with the statutes would not be equitable or practical. MMCC should not be penalized for internal, procedural error after utilizing their resources to perform this project. Moreover, the City cannot re-bid work that has already been performed. Due to the aforementioned reasons, Britt advised to proceed with the project with the understanding that internal measures will be taken to ensure statutory compliance in future agreements.

In conclusion, MMCC is ready to begin the construction phase of the project. My recommendation is to request Council approval to go into a contract with MMCC under the terms of the attached "Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price" which will allow MMCC to subcontract with the lowest bidder for construction services to finish the HVAC project.





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**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND DESIGN-  
BUILDER - COST PLUS FEE  
WITH AN OPTION FOR A  
GUARANTEED MAXIMUM PRICE**

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**Document No. 530**

Second Edition 2010  
© Design-Build Institute of America  
Washington, DC



## Design-Build Institute of America - Contract Documents

### LICENSE AGREEMENT

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- 2. User Responsibility.** You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from the DBIA Contract Documents. You acknowledge that you understand that the text of the DBIA Contract Documents has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You will not represent that any of the contract documents you generate from DBIA Contract Documents are DBIA documents unless (a) the document text is used without alteration or (b) all additions and changes to, and deletions from, the text are clearly shown.
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- 4. Transfers.** You may not transfer possession of any copy, modification or merged portion of DBIA Contract Documents to another party, except that a party with whom you are contracting may receive and use such transferred material solely for purposes of its contract with you. You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement, and any attempt to do so is void.
- 5. Term.** The license is effective for one year from the date of purchase. DBIA may elect to terminate it earlier, by written notice to you, if you fail to comply with any term or condition of this Agreement.
- 6. Limited Warranty.** DBIA warrants the electronic files or other media by which DBIA Contract Documents are furnished to be free from defects in materials and workmanship under normal use during the Term. There is no other warranty of any kind, expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. DBIA does not warrant that the DBIA Contract Documents will meet your requirements or that the operation of DBIA Contract Documents will be uninterrupted or error free.
- 7. Limitations of Remedies.** DBIA's entire liability and your exclusive remedy shall be: the replacement of any document not meeting DBIA's "Limited Warranty" which is returned to DBIA with a copy of your receipt, or at DBIA's election, your money will be refunded. In no event will DBIA be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use DBIA Contract Documents even if DBIA has been advised of the possibility of such damages, or for any claim by any other party. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.
- 8. Acknowledgement.** You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions and that it will be governed by the laws of the District of Columbia. You further agree that it is the complete and exclusive statement of your agreement with DBIA which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this agreement.

# INSTRUCTIONS

For DBIA Document No. 530 Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price (2010 Edition)

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## Checklist

Use this Checklist to ensure that the Agreement is fully completed and all exhibits are attached.

_____	Page 1	Owner's name, address and form of business
_____	Page 1	Design-Builder's name, address and form of business
_____	Page 1	Project name and address
_____	Section 2.1.3	Identify other exhibits to the Agreement
_____	Section 4.2	Note the optional provisions that are provided
_____	Section 4.3.2	Complete blanks for additional sum for use of Work Product
_____	Section 5.2.1	Complete blanks for calendar days and note the optional language that is provided
_____	Section 5.2.2	Insert any interim milestones (optional)
_____	Section 5.4	Complete blanks for liquidated damages and note the optional provisions that are provided
_____	Section 5.5	If the parties select the option provided they have to insert an amount
_____	Section 5.6	Complete blanks for early completion bonus and note the optional provision that is provided
_____	Section 5.7	Note the optional provisions that are provided
_____	Section 6.1.2	Insert basis for pricing preliminary services (optional)
_____	Section 6.2.1	Choose basis for Fee and complete blanks
_____	Section 6.2.2	Insert financial arrangements for adjustments and note optional provisions
_____	Section 6.3.3	Complete blanks for markup; insert or attach personnel names, etc.
_____	Section 6.3.4	Note the optional provision that is provided
_____	Section 6.4.4	Note the optional provision that is provided
_____	Section 6.6.1.1	Complete blanks for GMP, and note the optional provision that is provided
_____	Section 6.6.1.2	Complete blanks for Design-Builder's Contingency
_____	Section 6.6.3.1	Choose method for sharing savings; complete blanks
_____	Section 6.7.1	Note optional provision
_____	Section 7.1.1	Complete blanks for day of month
_____	Section 7.2.1	Complete blanks for retention percentage and note optional provision
_____	Section 7.2.2	Note the optional provision that is provided
_____	Section 7.4	Complete blanks for interest rate
_____	Section 8.1.3	Choose overhead/profit method for termination for convenience
_____	Section 8.2.1	Complete blanks for percentages
_____	Section 8.2.2	Complete blanks for percentages
_____	Section 9.1.1	Insert Owner's Senior Representative's name, etc. (optional)
_____	Section 9.1.2	Insert Owner's Representative's name, etc. (optional)
_____	Section 9.2.1	Insert Design-Builder's Senior Representative's name, etc. (optional)
_____	Section 9.2.2	Insert Design-Builder's Representative's name, etc. (optional)
_____	Section 10.1	Attach Insurance Exhibit
_____	Section 10.2	Insert amount and conditions of bonds or other security and note the options that are provided
_____	Section 11.1	Insert any other provisions (optional)
_____	Last Page	Owner's and Design-Builder's execution of the Agreement

## General Instructions

No.	Subject	Instruction
1.	Standard Forms	Standard form contracts have long served an important function in the United States and international construction markets. The common purpose of these forms is to provide an economical and convenient way for parties to contract for design and construction services. As standard forms gain acceptance and are used with increased frequency, parties are able to enter into contracts with greater certainty as to their rights and responsibilities.
2.	DBIA Standard Form Contract Documents	Since its formation in 1993, the Design-Build Institute of America (“DBIA”) has regularly evaluated the needs of owners, design-builders, and other parties to the design-build process in preparation for developing its own contract forms. Consistent with DBIA’s mission of promulgating best design-build practices, DBIA believes that the design-build contract should reflect a balanced approach to risk that considers the legitimate interests of all parties to the design-build process. DBIA’s Standard Form Contract Documents reflect a modern risk allocation approach, allocating each risk to the party best equipped to manage and minimize that risk, with the goal of promoting best design-build practices.
3.	Use of Non-DBIA Documents	To avoid inconsistencies among documents used for the same project, DBIA’s Standard Form Contract Documents should not be used in conjunction with non-DBIA documents unless the non-DBIA documents are appropriately modified on the advice of legal counsel. Moreover, care should also be taken when using different editions of the DBIA Standard Form Documents on the same project to ensure consistency.
4.	Legal Consequences	DBIA Standard Form Contract Documents are legally binding contracts with important legal consequences. Contracting parties are advised and encouraged to seek legal counsel in completing or modifying these Documents.
5.	Reproduction	DBIA hereby grants to purchasers a limited license to reproduce its Documents consistent with the License Agreement accompanying these Documents. At least two original versions of the Agreement should be signed by the parties. Any other reproduction of DBIA Documents is strictly prohibited.
6.	Modifications	<p>Effective contracting is accomplished when the parties give specific thought to their contracting goals and then tailor the contract to meet the unique needs of the project and the design-build team. For that reason, these Documents may require modification for various purposes including, for example, to comply with local codes and laws, or to add special terms. DBIA’s latest revisions to its Documents provide the parties an opportunity to customize their contractual relationship by selecting various optional contract clauses that may better reflect the unique needs and risks associated with the project.</p> <p>Any modifications to these Documents should be initialed by the parties. At no time should a document be re-typed in its entirety. Re-creating the document violates copyright laws and destroys one of the advantages of standard forms-familiarity with the terms.</p>
7.	Execution	It is good practice to execute two original copies of the Agreement. Only persons authorized to sign for the contracting parties may execute the Agreement.

## Specific Instructions

Section	Title	Instruction
General	Purpose of This Agreement	<p>DBIA Document No. 530 ("Agreement") should be used when the parties intend that Owner pay Design-Builder the Cost of the Work plus a Fee, with or without a Guaranteed Maximum Price ("GMP"). If there is uncertainty about Owner's Project Criteria, or the Project Criteria remain to be developed by Owner and Design-Builder together, a cost-plus/GMP contracting approach is desirable.</p> <p>If there is certainty as to Owner's Project Criteria, a lump sum fixed price for the completion of all design and construction services may be suitable, especially when the Owner procures Design-Builder's services by competitive means. In such case, DBIA Document No. 525 should be used.</p>
General	Purpose of These Instructions	These Instructions are not part of this Agreement, but are provided to aid the parties in their understanding of the Agreement and in completing the Agreement.
General	Related Documents	This Agreement shall be used in conjunction with the General Conditions of Contract. Other related Contract Documents are listed in Article 2 of this Agreement.
General	Date	On Page 1, enter the date when both parties reach a final understanding. It is possible, due to logistical reasons, that the dates when the parties execute the Agreement may be different. Once both parties execute the Agreement, the effective date of the Agreement will be the date recorded on Page 1. This date does not, however, determine Contract Time, which is measured according to the terms of Article 5.
General	Parties: Owner and Design-Builder	On Page 1, enter the legal name and full address of Owner and Design-Builder, as well as the legal form of each entity, e.g., corporation, partnership, limited partnership, limited liability company, or other.
2.1.2	GMP Exhibit, GMP Proposal	If a GMP is established upon execution of this Agreement, the GMP Exhibit must be attached pursuant to Section 6.6.1.1. If a GMP is established after execution of this Agreement, the GMP Proposal must be attached pursuant to Section 6.6.2. Both the GMP Exhibit and GMP Proposal will include those Basis of Design Documents Design-Builder uses as the basis for its GMP.
2.1.5	Construction Documents	After execution of the Agreement, and consistent with the requirements of Section 2.4 of the General Conditions of Contract, Design-Builder will prepare Construction Documents, subject to Owner's review and approval.
3.2	Order of Precedence	The Contract Documents are listed in Section 2.1 in the order of their precedence. The GMP Exhibit and GMP Proposal are based on the Basis of Design Documents, which are comprised of various documents. The parties should strongly consider establishing the priority of the various documents comprising the GMP Exhibit or GMP Proposal to avoid disputes should discrepancies arise among the documents. Moreover, Section 2.1.3 recognizes that there may be other exhibits attached to this Agreement. If this is the case, the parties should discuss whether these exhibits should be part of the Basis of Design Documents. If these exhibits are not made part of the Basis of Design Documents, these exhibits will not take priority over the Basis of Design Documents in the event of a conflict.
3.3	Definitions	Terms, words and phrases used in the Agreement shall have the same meanings used in the General Conditions of Contract.
3.4	Design Specifications	The Owner is cautioned that if it includes design specifications in its Project Criteria there is case law holding that the Design-Builder is entitled to rely on such information, and to the extent such information is not accurate, the Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time. Accordingly, the Owner to avoid such potential liability should consider using performance specifications.

<b>Section</b>	<b>Title</b>	<b>Instruction</b>
4.1	Work Product	This Agreement provides that the Design-Builder shall retain ownership of the Work Product it produces, but obligates Design-Builder to grant a limited license to Owner to use the Work Product according to the terms and circumstances described in Sections 4.2, 4.3, 4.4 and 4.5.
4.2	Owner's Limited License Upon Payment in Full	Design-Builder shall grant Owner, at Owner's sole risk, a limited license to use the Work Product at the completion of the Work in connection with Owner's occupation of the Project. This Section also provides the parties with the option of transferring ownership of some or all of the Work Product to the Owner upon payment in full for all Work performed. Generally, where the Owner desires ownership of Work Product, it is sufficient to transfer ownership of unique architectural and design elements.
4.3	Owner's Limited License Upon Owner's Termination for Convenience or Design-Builder's Election to Terminate	Owner should not use the Termination for Convenience Clause to obtain Design-Builder's valuable design concepts, and then seek lower bids from other design-builders. Therefore, where Owner terminates this Agreement for its convenience, and then decides to complete the Project with its own or thirdparty forces, Design-Builder shall grant Owner the rights set forth in Section 4.2, provided Owner pays Design-Builder all amounts due Design-Builder as required by the Contract Documents, including paying Design-Builder an additional sum per Section 4.3.2 for the use of the Work Product. In the event Design-Builder elects to terminate this Agreement for cause, for reasons set forth in Section 11.4 of the General Conditions of Contract, these same conditions apply to Owner's use of the Work Product.
4.3.2	Additional Compensation	To minimize disputes, the parties should negotiate prior to the execution of the Agreement the amount Owner shall pay Design-Builder for the use of Design-Builder's Work Product in the event Owner terminates this Agreement for its convenience or Design-Builder elects to terminate this Agreement for cause. Enter this amount.
4.4	Owner's Limited License Upon Design-Builder's Default	If Design-Builder is properly terminated for default, Owner is granted a limited license to use the Work Product, to complete the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2.
4.5	Owner's Indemnification for Use of Work Product	Owner's use or alteration of the Work Product shall be at its sole risk, and Owner must agree to defend, indemnify and hold harmless Design-Builder and anyone working by or through Design-Builder, including Design Consultants of any tier.
5.1	Date of Commencement	Design-Builder's obligation to commence work is triggered by its receipt of a Notice to Proceed unless the parties mutually agree otherwise.
5.2.1	Substantial Completion of the Entire Work	Enter the calendar days duration by which Substantial Completion has to be achieved. The parties in this Section have the option of modifying the definition of Substantial Completion set forth in the General Conditions of Contract if they want to use a Temporary Certificate of Occupancy as the benchmark. If this option is selected, Substantial Completion will be deemed to be achieved no later than the date a Temporary Certificate of Occupancy is issued if applicable to the Project.

Section	Title	Instruction
5.2.2	Interim Milestones	<p>It may be that some portions of the Work must be completed in phases or within a prescribed period of time to accommodate Owner's needs. The parties may, at their option, identify these portions of the Work to be completed prior to Substantial Completion of the entire Work. Enter the calendar days, starting from the Date of Commencement, for achieving Substantial Completion of these identified portions of the Work. If these portions of the Work are required to be substantially completed by certain milestone dates, enter those dates. As presently drafted, no remedy is provided to the Owner if an interim milestone is not met. If the Owner has special requirements as it relates to interim milestones, the Owner may want to consider a remedy for the Design-Builder's failure to meet an interim milestone, as well as providing a bonus to the Design-Builder for satisfying such interim milestone.</p>
5.4	Liquidated Damages	<p>Owner should make a good faith evaluation of the amount that is reasonably necessary to compensate it for delay. Owner should not establish liquidated damages to penalize Design-Builder. Moreover, in the event a GMP is not established upon execution of the Agreement, it appears prudent for the parties to refrain from establishing liquidated damages until such time as the GMP is established.</p> <p>Section 5.4 establishes a grace period between the Scheduled Substantial Completion Date and the assessment of liquidated damages in order to prevent disputes as to which party bears responsibility for only a few days of delay. The parties should enter the calendar days that may pass following the Scheduled Substantial Completion Date before liquidated damages will be assessed.</p> <p>The parties are also provided the option of establishing liquidated damages if the Design-Builder fails to achieve Final Completion within a specified number of days after Substantial Completion. If this option is selected, the parties have to negotiate the number of days, as well as the liquidated damages amount. The parties in negotiating liquidated damages should keep in mind that the amount of liquidated damages for failing to achieve Final Completion should be a considerably scaled down amount and should reflect the financial harm to the Owner. In no case should the total amount of liquidated damages for the Project exceed an amount that is reasonably necessary to compensate Owner for Project delay.</p> <p>The parties also have the option here of eliminating liquidated damages altogether, in which case the Owner can recover actual damages for Project delay at an amount that is capped by the parties. The Owner is cautioned that it still cannot recover consequential damages, as they are waived under Section 10.5.1 of the General Conditions of Contract.</p>
5.5	Liquidated Damages Cap	<p>The parties can agree to cap liquidated damages for delay at a negotiated amount.</p>



Section	Title	Instruction
5.6	Early Completion Bonus	If the Project economics justify liquidated damages, then it is appropriate to couple these liquidated damages with an early completion bonus. The parties should enter the number of calendar days prior to the Scheduled Substantial Completion Date that will set the Bonus Date. Also, enter the amount of the bonus to be paid per day that will allow Owner to share with Design-Builder the economic benefits of early completion. Moreover, in the event a GMP is not established upon execution of the Agreement, it appears prudent for the parties to refrain from establishing an early completion bonus until such time as the GMP is established. The parties also have the option in Section 5.6 of capping the early completion bonus at a negotiated amount.
5.7	Compensation for Force Majeure Events	The parties are provided the opportunity of providing the Design-Builder the right to receive compensation for Force Majeure Events. By selecting this option, the parties agree to modify Section 8.2.2 of the General Conditions of Contract, in which case the parties have to negotiate how many cumulative days of Force Majeure delays must occur before the Design-Builder is entitled to either a negotiated amount per day for delay or the direct costs it has incurred as a result of such delay.
6.1.2	Optional Pricing	This Agreement allows the parties the flexibility to establish within the Contract Price a different payment basis for certain preliminary portions of the Work which may be necessary to permit Design-Builder to furnish Owner with a GMP. Alternatively, the parties may use DBIA Document No. 520 to perform certain preliminary design services prior to setting the GMP. Enter a description of any such services, the basis for determining the price, and the price to be paid.
6.2.1	Design-Builder's Fee	Enter the amount of Design-Builder's Fee as a sum certain or as a percentage of the Cost of the Work. Design-Builder's Fee shall be commensurate with the services it provides and the risk it assumes in providing single point responsibility to Owner.
6.2.2	Adjustments to Design-Builder's Fee	For additive Change Orders, the parties have to negotiate the Fee the Design-Builder will receive. For deductive Change Orders, the parties have the option by checking the appropriate box to signify whether there will be no additional reduction or whether there will be an additional reduction based on a negotiated percentage.
6.3.3	Wages for Design-Builder's Employees at Principal or Branch Offices	DBIA endorses reimbursing salaries and associated benefits of Design-Builder's Project personnel, such as accountants, stationed at offices other than the field office, when to do so is more efficient and cost effective. Enter the percentage markup to be applied for Project-related overhead associated with such personnel. Insert, or attach as an exhibit, a list of such personnel and their job functions.
6.3.4	Employee Benefits	It may be simpler for the parties to agree on a multiplier (rather than actual costs) to compensate the Design-Builder for employee benefits. Accordingly, the parties may want to insert the multiplier to be applied to the wages and salaries of such reimbursable employees.

Section	Title	Instruction
6.3.7	Costs for Defective/Non-Conforming Work	The Cost of the Work shall include the costs to repair or correct defective or non-conforming Work (including warranty or corrective work performed after Substantial Completion) unless caused by Design-Builder's negligence. DBIA believes that Design-Builder should not be penalized for inadvertent mistakes which are inevitable when designing and constructing a Project. To do so would encourage ultra-conservatism in every task, the ultimate cost of which would be greater than a proactive approach to performing the Work.
6.3.23	Warranty Escrow	At this section, the parties are provided the opportunity to establish prior to Final Completion an escrow account in a negotiated amount to be used to reimburse the Design-Builder for its costs incurred in performing warranty Work. If funds remain in the escrow account after the expiration of the warranty period, the funds are returned to the Owner subject to Design-Builder's share of any savings. Note that even if the escrow account is exhausted, if funds remain under the GMP, the Owner is still obligated to reimburse the Design-Builder for its warranty Work.
6.4.4	Allowance Value	This section recognizes that the parties may agree that certain items of Work should be treated as an Allowance Item and priced based on Allowance Values. The Allowance Value for which the Design-Builder will be entitled to receive compensation includes direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the Allowance Item. All other costs associated with the Allowance Item, such as design fees, general conditions costs and fee, are deemed to be included in the Contract Price. However, by checking the box, the parties agree that in the event the actual cost of the Allowance Item is greater than or less than the Allowance Value by a negotiated percentage, then Design-Builder's right to Fee and markup shall be determined pursuant to Section 6.2.2.
6.6	The Guaranteed Maximum Price	<p>This Agreement provides the parties flexibility in establishing the Contract Price. Parties can establish a GMP before or after entering into this Agreement, or elect to proceed on the basis of costs plus a fee, without a GMP.</p> <p>If a GMP method is elected, the GMP should not be established until the Basis of Design Documents are sufficiently defined to make the GMP realistic and meaningful. Setting it too early does not permit reasonable opportunity for scope definition and evaluation of Project risk. On the other hand, setting it too late may not achieve Owner's objective of having an early price guarantee to enable it to make decisions relative to the Project.</p>

Section	Title	Instruction
6.6.1.1	GMP at Agreement Execution	<p>Enter the GMP, if appropriate. Attach as an exhibit to this Agreement the Basis of Design Documents used to establish the GMP. These documents comprise the GMP Exhibit which shall become a Contract Document pursuant to Section 2.1.1 of the Agreement. The Design-Builder does not guarantee any specific line item provided as part of the GMP.</p> <p>By selecting the alternate option, the Design-Builder agrees to guarantee the line item in its GMP for general conditions costs only. The Design-Builder agrees that it is responsible for paying general conditions costs in excess of this line item. The Design-Builder does not guarantee any other line items in the GMP.</p>
6.6.1.2	GMP Contingency	<p>Enter the amount of Design-Builder's Contingency. The Contingency is for the exclusive use of the Design-Builder and covers all unanticipated costs incurred that are not the basis of a Change Order. This section sets forth by way of example only the type of costs that would be funded out of the Contingency. Other costs, such as but not limited to any deductibles the Design-Builder is obligated to pay, would be subject to reimbursement. The Design-Builder is also required to provide the Owner with a monthly status report accounting for the Contingency, including all reasonably foreseen uses and potential uses of the Contingency for the upcoming three months.</p> <p>While not provided for in the Contingency provision, DBIA recognizes that there may be situations where the Owner will want to recapture the Contingency prior to Final Completion. For example, the Owner may want to use amounts in the Contingency to fund changes to the Project. The Owner's desire has to be balanced against the Design-Builder's need to use the Contingency to fund unanticipated costs for which it is liable. Accordingly, balancing these competing concerns is usually accomplished by releasing some of the Contingency to the Owner after the Design-Builder has bought out the Subcontractors, providing that the Design-Builder is not obligated to release Contingency amounts in excess of amounts identified for reasonably foreseen uses or potential uses of the Contingency.</p>

Section	Title	Instruction
6.6.2.1	GMP Proposal After Execution of This Agreement	<p>At the request of Owner, Design-Builder shall submit its GMP Proposal, which shall include the items listed in Sections 6.6.2.1.1 to 6.5.2.1.9. If the parties agree to additions or deletions from this list, modify this Section 6.6.2.1 appropriately.</p> <p>The Agreement provides the parties with flexibility as to when the GMP Proposal will be submitted after execution of the Agreement. Prior to execution of the Agreement the parties should discuss when Owner desires Design-Builder to submit its GMP Proposal.</p>
6.6.2.1.4	Schedule	<p>Given that expedited delivery is one of the primary factors driving many owners to select the design-build method, DBIA strongly believes that the parties should discuss and understand what each party must do to support the Project schedule. The entire Work, both design and construction, should be scheduled. The schedule should indicate the dates for the start and completion of the various stages of the Work, including the date when Owner information and approvals are required, and any Owner created constraints. The Agreement also provides flexibility to establish the Scheduled Substantial Completion Date prior to submission of the GMP Proposal.</p>
6.6.2.3	Acceptance of GMP Proposal	<p>If Owner accepts the GMP Proposal, the parties should amend this Agreement to add the final GMP Proposal as a Contract Document pursuant to Section 2.1.2.</p>
6.6.2.4	Failure to Accept the GMP Proposal	<p>This Agreement provides three options for Owner in the event it fails to accept the GMP Proposal and two choices for Design-Builder if Owner fails to exercise any of the three options. These options are specifically designed to prevent one party from receiving a windfall in the event the parties cannot agree on the GMP and the Agreement is terminated.</p> <p>The parties should take note that if Owner exercises its option to terminate for convenience, or Design-Builder suspends performance, Design-Builder will not be entitled to payment for uncompleted Work provided by Section 8.2. However, additional payment for Owner's use of Work Product will be due Design-Builder pursuant to Section 4.3, if Owner proceeds to complete the Project using Design-Builder's Work Product.</p>
6.6.3	Savings	<p>One of the benefits of a GMP approach is the possibility that with good management by Design-Builder and timely support from Owner the actual Cost of the Work and Fee may be less than the GMP. This creates a savings pool that should result in a benefit to both Design-Builder and Owner. Sharing these savings creates an incentive for Design-Builder to save costs. Some factors to consider in determining how the Savings are shared include the timing for the establishment of the GMP and the amount of Design-Builder's Fee established under Section 6.2.1.</p>
6.6.3.1	Savings Calculations	<p>This section provides that if the actual Cost of the Work and Design-Builder's Fee is less than the GMP, as such GMP may have been adjusted, the savings, if any, shall be shared. The Agreement offers two choices for distributing Savings. Choose a method and enter the appropriate figures.</p>

Section	Title	Instruction
6.7	Performance Incentives	In addition for the potential of the Design-Builder to share in Savings as set forth in Section 6.6.3, there may be other performance incentives that will influence Project success. Such incentives may include award fees tied to the Design-Builder achieving certain standards relative to client satisfaction, safety, and personnel retention. The parties are encouraged to discuss the use of such incentives during negotiation of this Agreement. Any agreement on the use of incentives should be set forth in an exhibit attached to this Agreement.
7.1.1	Progress Payments	Enter the day of the month when Design-Builder shall submit its Application for Payment.
7.2.1	Retainage	<p>Enter the percentage Owner will retain from Progress Payments to Design-Builder until fifty percent (50%) of the Work is completed. Owner should recognize that it creates undue hardship to hold retainage on Subcontractors that have completed their work early in the Project. Owner should accordingly consider releasing retainage on Subcontractors that complete work early in the Project, providing that these Subcontractors have satisfactorily performed their portion of the Work.</p> <p>The parties are provided the option of modifying the retainage provision by checking the box. This option excludes from retainage the Design-Builder's General Conditions costs and amounts paid to Design-Builder's Design Consultant. The rationale for selecting this option is that the Design-Builder is obligated to pay its General Conditions costs in full each month and that under the design-bid-build delivery method, the Owner typically does not retain sums from its Designer.</p>
7.2.2	Release of Retainage	This section requires the Owner to release retainage to the Design-Builder. If the Design-Builder and Owner have established a warranty reserve in accordance with Section 6.3.2.4, the parties shall establish an escrow account at this time.
7.4	Interest	The parties should enter the rate at which interest will accrue on Design-Builder's payments if unpaid five (5) days after due. Late payment creates a hardship for Design-Builder, its Design Consultants and Subcontractors.
7.5	Record Keeping	The Owner is provided access to Design-Builder's accounting information as it relates to Costs of the Work. However, if the parties have agreed to multipliers or markups, the time to challenge and negotiate those percentages is at the time the parties execute the Agreement and not during the Project or after it has been completed. Accordingly, the Owner can at any time audit these percentages only to confirm that such percentage has been properly charged and not to challenge the composition of such percentage.

Section	Title	Instruction
8.1.3	Termination for Convenience: Overhead and Profit	The parties should choose prior to execution of the Agreement the method that will be used to determine overhead and profit paid to Design-Builder in the event Owner terminates Design-Builder for its convenience. The parties may choose to set percentage rates for overhead and profit prior to execution of the Agreement, or may choose to determine reasonable sums to be paid for overhead and profit at the time of the termination. If the parties choose to set overhead and profit rates prior to execution of the Agreement, the percentages should be entered in Section 8.1.3.
8.2	Termination for Convenience: Additional Payments	Although it is important for Owner to have a process for terminating this Agreement for convenience, the process must consider the interests of Design-Builder. If Owner terminates this Agreement for its own convenience, compensating Design-Builder for its costs will not be adequate because Design-Builder will have committed its resources for a small amount of revenue. Therefore, in addition to the overhead and profit paid in Section 8.1, Owner shall pay Design-Builder an additional sum, calculated as a percentage of the remaining balance of the Contract Price or, if a GMP has not been established, the remaining balance of the most recent estimated Contract Price. Enter the percentages Owner shall pay Design-Builder if Owner terminates this Agreement for its own convenience prior to or after the start of construction.
8.3	Termination for Convenience: Owner's Use of Work Product	Owner should not use the Termination for Convenience clause to obtain Design-Builder's valuable design concepts and then seek lower bids from another design-builder. If Owner terminates this Agreement for its own convenience, and chooses to proceed with the Project using Design-Builder's Work Product, Owner should pay an additional sum for the use of Design-Builder's Work Product pursuant to Section 4.3.
Article 9	Representatives of the Parties	<p>Enter the name, title, address and telephone number of Owner's Senior Representative and Owner's Representative at Sections 9.1.1 and 9.1.2, respectively.</p> <p>Enter the name, title, address and telephone number of Design-Builder's Senior Representative and Design-Builder's Representative at Sections 9.2.1 and 9.2.2, respectively.</p> <p>The parties can elect to establish these Representatives during the performance of the Project rather than at the time of execution of this Agreement. If Representatives are identified after execution of the Agreement, an appropriate amendment should be made to the Agreement at the time these individuals are designated.</p>
10.1	Insurance	Attach an Insurance Exhibit setting forth in detail the insurance coverages required for the Project. Parties are advised to familiarize themselves with the terms of Article 5 of the General Conditions of Contract, Insurance and Bonds, and to consult their insurance advisor.
10.2	Bonds	Enter the type and amount of bonds or other performance security required for the Project. Where bonding is not required by statute, Owner may want to evaluate the project risks versus the bonding costs in deciding what type of performance security to require.

<b>Section</b>	<b>Title</b>	<b>Instruction</b>
11.1	Other Provisions	Insert any other provisions. For example, the parties may elect to have disputes resolved through litigation rather than arbitration in which case the optional language in this Section should be included.

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# Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price

*This document has important legal consequences. Consultation with  
an attorney is recommended with respect to its completion or modification.*

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This **AGREEMENT** is made as of the 25th day of March in the year of 2020, by  
and between the following parties, for services in connection with the Project identified below:

**OWNER:**

*(Name and address)*

**The City of Albemarle  
Parks & Recreation Department  
PO Box 190  
Albemarle, NC 28002**

**DESIGN-BUILDER:**

*(Name and address)*

**Miles-McClellan Construction Company, Inc.  
7506-E East Independence Blvd, Suite 114  
Charlotte, NC 28227**

**PROJECT:**

*(Include Project name and location as it will appear in the Contract Documents)*

**EE Waddell Center HVAC Improvements  
621 Wall Street  
Albemarle, NC 28001**

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

## **Article 1**

### **Scope of Work**

**1.1** Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

## **Article 2**

### **Contract Documents**

**2.1** The Contract Documents are comprised of the following:

**2.1.1** All written modifications, amendments, minor changes, and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) ("General Conditions of Contract");

**2.1.2** The GMP Exhibit referenced in Section 6.6.1.1 herein or, if applicable, the GMP Proposal accepted by Owner in accordance with Section 6.6.2 herein;

**2.1.3** This Agreement, including all exhibits (List for example, performance standard requirements, performance incentive arrangements, markup exhibits, allowances, unit prices, or exhibit detailing offsite reimbursable personnel) but excluding, if applicable, the GMP Exhibit;

**2.1.4** The General Conditions of Contract; and

**2.1.5** Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract.

**2.1.6** DBIA Document No. 520 Standard form of preliminary agreement between Owner and Design-Builder. Dated December 9<sup>th</sup> 2019.

## **Article 3**

### **Interpretation and Intent**

**3.1** Design-Builder and Owner, prior to execution of the Agreement (and again, if applicable, at the time of acceptance of the GMP Proposal by Owner in accordance with Section 6.6.2 hereof), shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement or, if applicable, prior to Owner's acceptance of the GMP Proposal.

**3.2** The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, or if applicable, after Owner's acceptance of the GMP Proposal, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in

which they are listed in Section 2.1 hereof. (Note, the parties are strongly encouraged to establish in the GMP Exhibit or GMP Proposal (as applicable) the priority of the various documents comprising such exhibit or proposal.)

**3.3** Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

**3.4** If Owner's Project Criteria contain design specifications: (a) Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications; and (b) Design-Builder shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

**3.5** The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

## **Article 4**

### **Ownership of Work Product**

**4.1 Work Product.** All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

**4.2 Owner's Limited License upon Project Completion and Payment in Full to Design-Builder.** Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below.

***[At the parties' option, one of the following may be used in lieu of Section 4.2.]***

Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder: (a) grants Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project; and (b) transfers all ownership and property interests, including but not limited to any intellectual property rights, copyrights and/or patents, in that portion of the Work Product that consists of architectural and other design elements and specifications that are unique to the Project. The parties shall specifically designate those portions of the Work Product for which ownership in the Work Product shall be transferred. Such grant and transfer are conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below.

or

Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder transfers to Owner all ownership and property interests, including but not limited to any intellectual property rights, copyrights and/or patents, in the Work Product. Such transfer is conditioned on Owner's

express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligations to provide the indemnity set forth in Section 4.5 below.

**4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate.** If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

**4.3.1** Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party, and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below, and

**4.3.2** Owner agrees to pay Design-Builder the additional sum of Thirty Thousand Dollars (\$30,000) as compensation for the right to use the Work Product to complete the Project and subsequently use the Work Product in accordance with Section 4.2 if Owner resumes the Project through its employees, agents, or third parties.

**4.4 Owner's Limited License upon Design-Builder's Default.** If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

**4.5 Owner's Indemnification for Use of Work Product.** If Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify and hold harmless such Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product.

## **Article 5**

### **Contract Time**

**5.1 Date of Commencement.** The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

**5.2 Substantial Completion and Final Completion.**

All dates for Substantial Completion and Final Completion will be set forth in the GMP Exhibit referenced in Section 6.6.1.1 herein or, if applicable, the GMP Proposal accepted by Owner in accordance with Section 6.6.2 herein;

**5.2.1** Substantial Completion of the entire Work shall be achieved no later than One Hundred ( 100 ) calendar days after the Date of Commencement ("Scheduled Substantial Completion Date").

***[At the parties' option, the following supplemental language may be inserted at the end of Section 5.2.1 if the Project is subject to a Temporary Certificate of Occupancy.]***

The parties agree that the definition for Substantial Completion set forth in Section 1.2.18 of the General Conditions of Contract is hereby modified to read as follows:

*"Substantial Completion is the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes, provided, however, that Substantial Completion shall be deemed to have been achieved no later than the date of issuance of a Temporary Certificate of Occupancy issued by the local building official."*

**5.2.2** Interim milestones and/or Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates") shall be achieved as follows: *(Insert any interim milestones for portions of the Work with different scheduled dates for Substantial Completion)*

**5.2.3** Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

**5.2.4** All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

**5.3 Time is of the Essence.** Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

**5.4 Liquidated Damages.** Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by Not Applicable (\_\_\_\_\_) days after the Scheduled Substantial Completion Date (the "LD Date"), Design-Builder shall pay Owner 0.00 Dollars (\$ 0.00) as liquidated damages for each day that Substantial Completion extends beyond the LD Date. *(If a GMP is not established upon execution of this Agreement, the parties should consider setting liquidated damages after GMP negotiations.)*

***[The parties may want to consider the following supplemental language within Section 5.4 if they want to assess liquidated damages for failing to meet Final Completion. In this case, the first sentence in Section 5.2.3 should be deleted and replaced with the following language.]***

~~Design-Builder understands that if Final Completion is not achieved within \_\_\_\_\_ days of the Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Final Completion is not achieved within \_\_\_\_\_ (\_\_\_\_\_) days of Substantial Completion, Design-Builder shall pay to Owner \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), as liquidated damages for each calendar day that Final Completion is delayed beyond the above-referenced number of days.~~

***[In lieu of the liquidated damages specified in Section 5.4 or the alternate provided herein, the Parties may decide that the Agreement will provide for actual damages in the event of Project delay, with Owner being cautioned that there is a waiver of consequential damages under Section 10.5.1 of the General Conditions of Contract. In this case, delete Sections 5.4 and 5.5 and insert the following.]***

~~**5.4** Design-Builder and Owner have agreed not to provide for liquidated damages in this Agreement for failure of Design-Builder to achieve the Contract Time(s) set forth in this Article 5. Design-Builder understands, however, that Owner may suffer actual damages in the event the Contract Time(s) set forth herein are not timely achieved. Owner shall be able to recover such actual damages from~~

~~Design-Builder to the extent it can demonstrate that actual damages have been incurred, are directly related and caused by Design-Builder's failure to meet the Contract Time(s) set forth herein, and are not waived by Section 10.5.1 of the General Conditions of Contract. Notwithstanding the foregoing, in no event shall Design-Builder's liability for actual damages for delays exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_).~~

**5.5** Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature, incurred by Owner which are occasioned by any delay in achieving the Contract Time(s).

***[The Parties may also desire to cap the liquidated damages payable under this Agreement, in which case the following language should be included at the end of Section 5.5.]***

Owner and Design-Builder agree that the maximum aggregate liability Design-Builder has for any liquidated damages that may be assessed under this Agreement for failure to achieve the Contract Time(s) shall be Zero Dollars (\$ 0 ).

**5.6 Early Completion Bonus.** If Substantial Completion is attained on or before NA (          ) days before the Scheduled Substantial Completion Date (the "Bonus Date"), Owner shall pay Design-Builder at the time of Final Payment under Section 7.3 hereof an early completion bonus of            Dollars (\$           ) for each day that Substantial Completion is attained earlier than the Bonus Date. *(If a GMP is not established upon execution of this Agreement, the parties should consider setting the early completion bonus after GMP negotiations. If an early completion bonus is applicable to any dates set forth in Section 5.2.2 or 5.2.3 hereof, this Section 5.6 will need to be modified accordingly.)*

***[The Parties may also desire to cap the early completion bonus payable under Section 5.6, in which case the following language should be included.]***

Owner and Design-Builder agree that the maximum aggregate amount that Design-Builder shall receive as the early Completion Bonus is            Dollars (\$           ).

**5.7 *[The Parties may also desire to modify Article 8.2.2 of the General Conditions of Contract relative to compensability of delays that would cause the Contract Time(s) to be extended. In such case, the following option can be used.]***

In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 of the General Conditions of Contract, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price for those events set forth in Section 8.2.1 of the General Conditions of Contract, provided, however, for Force Majeure Events, Design-Builder shall only be entitled to an increase in the Contract Price if said events exceed            (          ) cumulative days. Said additional compensation shall be limited to:

***[Check one box only]***

\$            dollars a day for each day work is delayed beyond the Scheduled Substantial Completion Date.

or

the direct costs and expenses Design-Builder can demonstrate it has reasonably and actually incurred as a result of such event.

## Article 6

### Contract Price

#### 6.1 Contract Price.

**6.1.1** Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a contract price ("Contract Price") equal to Design-Builder's Fee (as defined in Section 6.2 hereof) plus the Cost of the Work (as defined in Section 6.3 hereof), subject to any GMP established in Section 6.6 hereof and any adjustments made in accordance with the General Conditions of Contract.

**6.1.2** For the specific Work set forth below, Owner agrees to pay Design-Builder, as part of the Contract Price, on the following basis: *(This is an optional section intended to provide the parties with flexibility to identify and price limited preliminary services, such as a lump sum or cost-plus arrangement for preliminary design, programming, or services necessary to enable Design-Builder to furnish Owner with a GMP before execution of this Agreement.)*

#### 6.2 Design-Builder's Fee.

**6.2.1** Design-Builder's Fee shall be:

***[Choose one of the following:]***

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), as adjusted in accordance with Section 6.2.2 below.

or

Ten Percent percent (10.0 %) of the Cost of the Work, as adjusted in accordance with Section 6.2.2 below.

**6.2.2** Design-Builder's Fee will be adjusted as follows for any changes in the Work:

**6.2.2.1** For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of Fifteen percent (15 %) of the additional Costs of the Work incurred for that Change Order, plus any other markups set forth in Exhibit the GMP Amendment hereto.

**6.2.2.2** For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include:

***[Check one box only]***

No additional reduction to account for Design-Builder's Fee or any other markup.

or

An amount equal to the sum of: (a) \_\_\_\_\_ percent (\_\_\_%) applied to the direct costs of the net reduction (which amount will account for a reduction

associated with Design-Builder's Fee); plus (b) any other markups set forth in Exhibit \_\_\_\_ hereto applied to the direct costs of the net reduction.

**6.3 Cost of the Work.** The term Cost of the Work shall mean costs reasonably and actually incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:

**6.3.1** Wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site; provided, however, that the costs for those employees of Design-Builder performing design services shall be calculated on the basis of prevailing market rates for design professionals performing such services or, if applicable, those rates set forth in an exhibit to this Agreement.

**6.3.2** Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

**6.3.3** Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices, but only to the extent said personnel are identified in Exhibit GMP Exhibit and performing the function set forth in said Exhibit. The reimbursable costs of personnel stationed at Design-Builder's principal or branch offices shall include a Four point five percent (4.5% %) markup to compensate Design-Builder for the Project-related overhead associated with such personnel.

All wages and salaries are detailed in the GMP Exhibit referenced in Section 6.6.1.1 herein or, if applicable, the GMP Proposal accepted by Owner in accordance with Section 6.6.2 herein;

**6.3.4** Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 6.3.1 through 6.3.3 hereof.

***[In lieu of the language in Section 6.3.4 above, Design-Builder and Owner may want to include the following language:]***

A multiplier of \_\_\_\_\_ percent (\_\_\_\_\_%) shall be applied to the wages and salaries of the employees of Design-Builder covered under Sections 6.3.1 through 6.3.3 hereof.

**6.3.5** The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work.

**6.3.6** Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.

**6.3.7** Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work (including any warranty or corrective Work performed after Substantial Completion), provided that such Work was beyond the reasonable control of Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence, of Design-Builder or those working by or through Design-Builder. If the costs associated with such Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise its best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained.

**6.3.8** Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.



**6.3.9** Costs (less salvage value) of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.

**6.3.10** Costs of removal of debris and waste from the Site.

**6.3.11** The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.

**6.3.12** Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work.

**6.3.13** Premiums for insurance and bonds required by this Agreement or the performance of the Work.

**6.3.14** All fuel and utility costs incurred in the performance of the Work.

**6.3.15** Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.

**6.3.16** Legal costs, court costs and costs of mediation and arbitration reasonably arising from Design-Builder's performance of the Work, provided such costs do not arise from disputes between Owner and Design-Builder.

**6.3.17** Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.

**6.3.18** The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.

**6.3.19** Deposits which are lost, except to the extent caused by Design-Builder's negligence.

**6.3.20** Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.

**6.3.21** Accounting and data processing costs related to the Work.

**6.3.22** Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

***[Design-Builder and Owner may want to consider adding the following Section 6.3.23 to address the payment of warranty work:]***

**6.3.23** Owner and Design-Builder agree that an escrow account in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) shall be established prior to Final Completion, which escrow shall be used to reimburse Design-Builder for the Costs of the Work incurred after Final Completion to perform warranty Work. The escrow agreement will provide that any sums not used at the expiration of the warranty period shall be returned to Owner, subject to any savings Design-Builder may be entitled to under this Agreement. In the event the warranty

escrow account is exhausted, but funds remain under the GMP, Owner shall be obligated to pay Design-Builder the Costs of the Work incurred after Final Completion to perform warranty Work up to the GMP.

#### **6.4 Allowance Items and Allowance Values.**

**6.4.1** Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the GMP Exhibit or GMP Proposal and are included within the GMP.

**6.4.2** Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

**6.4.3** No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed on an Allowance Item by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

**6.4.4** The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

***[In the alternative, the parties may want to delete Section 6.4.4 and add the following provision.]***

In the event the actual direct cost of labor, materials, equipment, transportation, taxes and insurance associated with an Allowance Item is \_\_\_\_\_ percent (\_\_\_\_\_% ) greater than or less than the Allowance Value for such Allowance Item, Design-Builder and Owner agree that Design-Builder's right to Fee and markup shall be adjusted in accordance with Section 6.2.2.

**6.4.5** Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.4.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

#### **6.5 Non-Reimbursable Costs.**

**6.5.1** The following shall not be deemed as costs of the Work:

**6.5.1.1** Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 6.3.1, 6.3.2 and 6.3.3 hereof.

**6.5.1.2** Overhead and general expenses, except as provided for in Section 6.3 hereof, or which may be recoverable for changes to the Work.

**6.5.1.3** The cost of Design-Builder's capital used in the performance of the Work.

**6.5.1.4** If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

***[The parties shall comply with the following Section 6.6 based upon whether the GMP is agreed upon before the execution of this Agreement or will be developed and agreed upon after execution of this Agreement. If the parties do not use a GMP, this Section 6.6 shall be deemed inapplicable and compensation to Design-Builder shall be based on those fees and costs identified in the balance of this Article 6.]***

## **6.6 The Guaranteed Maximum Price (“GMP”).**

### **6.6.1 GMP Established Upon Execution of this Agreement.**

**6.6.1.1** Design-Builder guarantees that it shall not exceed the GMP of One Hundred Fifty Six Thousand Dollars (\$156,000). Documents used as a basis for the GMP shall be identified in an exhibit to this Agreement (“GMP Exhibit”). Design-Builder does not guarantee any specific line item provided as part of the GMP, and has the sole discretion to apply payment due to overruns in one line item to savings due to underruns in any other line item. Design-Builder agrees, however, that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with the Contract Documents. *(While the GMP Exhibit will be developed in advance or concurrently with the execution of this Agreement, it is recommended that such exhibit include the items set forth in Section 6.6.2.1 below, to ensure that the basis for the GMP is well-understood).*

This information is detailed in the GMP Exhibit referenced in Section 6.6.1.1 herein or, if applicable, the GMP Proposal accepted by Owner in accordance with Section 6.6.2 herein;

***[In lieu of 6.6.1.1, Owner and Design-Builder may want to include the following language.]***

Design-Builder guarantees that it shall not exceed the GMP of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Documents used as basis for the GMP shall be identified as an exhibit to this Agreement (“GMP Exhibit”). Design-Builder does not guarantee any specific line item provided as part of the GMP, provided, however, that it does guarantee the line item for its general project management and general conditions costs, in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), and as set forth in the GMP Exhibit (“General Conditions Cap”). Design-Builder agrees that it will be responsible for paying the applicable general conditions costs in excess of the General Conditions Cap, as well as be responsible for all costs of completing the Work which exceed the GMP, as said General Conditions Cap and the GMP may be adjusted in accordance with the Contract Documents.

**6.6.1.2** The GMP includes a Contingency in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) which is available for Design-Builder’s exclusive use for unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs may include: (a) trade buy-out differentials; (b) overtime or acceleration; (c) escalation of materials; (d) correction of defective, damaged or nonconforming Work, design errors or omissions, however caused; (e) Subcontractor defaults; or (f) those events under Section 8.2.2 of the General Conditions of Contract that result in an extension of the Contract Time but do not result in an increase in the Contract Price. The Contingency is not available to Owner for any reason, including, but not limited to changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents. Design-Builder shall provide Owner notice of all anticipated charges against the Contingency, and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions of Contract an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the

upcoming three (3) months. Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.

## **6.6.2 GMP Established after Execution of this Agreement.**

**6.6.2.1 GMP Proposal.** If requested by Owner, Design-Builder shall submit a GMP Proposal to Owner which shall include the following, unless the parties mutually agree otherwise:

**6.6.2.1.1** A proposed GMP, which shall be the sum of:

- i. Design-Builder's Fee as defined in Section 6.2.1 hereof;
- ii. The estimated Cost of the Work as defined in Section 6.3 hereof, inclusive of any Design-Builder's Contingency as defined in Section 6.6.1.2 hereof; and
- iii. If applicable, any prices established under Section 6.1.2 hereof.

**6.6.2.1.2** The Basis of Design Documents, which may include, by way of example, Owner's Project Criteria, which are set forth in detail and are attached to the GMP Proposal;

**6.6.2.1.3** A list of the assumptions and clarifications made by Design-Builder in the preparation of the GMP Proposal, which list is intended to supplement the information contained in the drawings and specifications and is specifically included as part of the Basis of Design Documents;

**6.6.2.1.4** The Scheduled Substantial Completion Date upon which the proposed GMP is based, to the extent said date has not already been established under Section 5.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based;

**6.6.2.1.5** If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;

**6.6.2.1.6** If applicable, a schedule of alternate prices;

**6.6.2.1.7** If applicable, a schedule of unit prices;

**6.6.2.1.8** If applicable, a statement of Additional Services which may be performed but which are not included in the GMP and which, if performed, shall be the basis for an increase in the GMP and/or Contract Time(s); and

**6.6.2.1.9** The time limit for acceptance of the GMP Proposal.

**6.6.2.2 Review and Adjustment to GMP Proposal.** After submission of the GMP Proposal, Design-Builder and Owner shall meet to discuss and review the GMP Proposal. If Owner has any comments regarding the GMP Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder

shall, upon receipt of Owner's notice, make appropriate adjustments to the GMP Proposal.

**6.6.2.3** Acceptance of GMP Proposal. If Owner accepts the GMP Proposal, as may be amended by Design-Builder, the GMP and its basis shall be set forth in an amendment to this Agreement.

**6.6.2.4** Failure to Accept the GMP Proposal. If Owner rejects the GMP Proposal, or fails to notify Design-Builder in writing on or before the date specified in the GMP Proposal that it accepts the GMP Proposal, the GMP Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

**6.6.2.4.1** Owner may suggest modifications to the GMP Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the GMP Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 6.6.2.3 above;

**6.6.2.4.2** Owner may authorize Design-Builder to continue to proceed with the Work on the basis of reimbursement as provided in Section 6.1 hereof without a GMP, in which case all references in this Agreement to the GMP shall not be applicable; or

**6.6.2.4.3** Owner may terminate this Agreement for convenience in accordance with Article 8 hereof; provided, however, in this event, Design-Builder shall not be entitled to the payment provided for in Section 8.2 hereof.

If Owner fails to exercise any of the above options, Design-Builder shall have the right to (i) continue with the Work as if Owner had elected to proceed in accordance with Item 6.6.2.4.2 above, and be paid by Owner accordingly, unless and until Owner notifies it in writing to stop the Work, or (ii) suspend performance of Work in accordance with Section 11.3.1 of the General Conditions of Contract, provided, however, that in such event Design-Builder shall not be entitled to the payment provided for in Section 8.2 hereof.

### 6.6.3 Savings.

**6.6.3.1** If the sum of the actual Cost of the Work and Design-Builder's Fee (and, if applicable, any prices established under Section 6.1.2 hereof) is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall be shared as follows:

**[Choose one of the following:]**

\_\_\_\_\_ 0 percent ( 0 %) to Design-Builder and \_\_\_\_\_ One Hundred percent ( \_\_\_\_\_ 100 %) to Owner.

or

The first \_\_\_\_\_ Dollars (\$) of Savings shall be provided to (choose either Design-Builder or Owner) \_\_\_\_\_, with the balance of Savings, if any, shared \_\_\_\_\_ percent ( \_\_\_\_\_ %) to Design-Builder and \_\_\_\_\_ percent ( \_\_\_\_\_ %) to Owner.

**6.6.3.2** Savings shall be calculated and paid as part of Final Payment under Section 7.3 hereof, with the understanding that to the extent Design-Builder incurs costs after Final Completion which would have been payable to Design-Builder as a Cost of the Work, the

parties shall recalculate the Savings in light of the costs so incurred, and Design-Builder shall be paid by Owner accordingly.

## 6.7 Performance Incentives

6.7.1 Owner and Design-Builder have agreed to the performance incentive arrangements set forth in Exhibit \_\_\_\_\_.

*[The parties are encouraged to discuss and agree upon performance incentives that will influence project success. These incentives may consist of Award Fees, incentives for safety, personnel retention, client satisfaction and similar items.]*

## Article 7

### Procedure for Payment

#### 7.1 Progress Payments.

7.1.1 Design-Builder shall submit to Owner on the Thirtieth (30th) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make payment within ten (10) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.1.3 If Design-Builder's Fee under Section 6.2.1 hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

#### 7.2 Retainage on Progress Payments.

7.2.1 Owner will retain Five percent (5%) of each Application for Payment provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional retention amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project.

***[Design-Builder and Owner may want to consider substituting the following retainage provision.]***

Owner will retain \_\_\_\_\_ percent (\_\_\_\_%) of the cost of Work, exclusive of general conditions costs, and any amounts paid to Design-Builder's Design Consultant, from each Application for Payment provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project.

7.2.2 Within fifteen (15) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner

shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to: (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion; and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

***[If Owner and Design-Builder have established a warranty reserve pursuant to Section 6.3.23 above, the following provision should be included.]***

If a warranty reserve has been established pursuant to Section 6.3.23 above, Owner shall at the time of Substantial Completion retain the agreed-upon amounts and establish an escrow account as contemplated by Section 6.3.24 above.

**7.3 Final Payment.** Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) within ten (10) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

**7.4 Interest.** Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of Wall Street Journal Prime rate plus 2% percent (                     %) per month until paid.

**7.5 Record Keeping and Finance Controls.** Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

## **Article 8**

### **Termination for Convenience**

**8.1** Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

**8.1.1** All Work executed and for proven loss, cost or expense in connection with the Work;

**8.1.2** The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

**8.1.3** ***[Choose one of the following:]***

The fair and reasonable sums for overhead and profit on the sum of items 8.1.1 and 8.1.2 above.

or

Overhead and profit in the amount of Fourteen point Five percent (14.5 %) on the sum of items 8.1.1 and 8.1.2 above. (10% fee and 4.5% team costs)

**8.2** In addition to the amounts set forth in Section 8.1 above, Design-Builder shall be entitled to receive one of the following as applicable:

**8.2.1** If Owner terminates this Agreement prior to commencement of construction, Design-Builder shall be paid fourteen point five percent (14.5 %) of the remaining balance of the Contract Price, provided, however, that if a GMP has not been established, the above percentage shall be applied to the remaining balance of the most recent estimated Contract Price.

**8.2.2** If Owner terminates this Agreement after commencement of construction, Design-Builder shall be paid \_\_\_\_\_ percent (\_\_\_\_\_% ) of the remaining balance of the Contract Price, provided, however, that if a GMP has not been established, the above percentage shall be applied to the remaining balance of the most recent estimated Contract Price.

**8.3** If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4.

*[The following Article 9 should only be used if Owner and Design-Builder agree to establish their respective representatives at the time the Agreement is executed rather than during the performance of the Project.]*

## Article 9

### Representatives of the Parties

#### **9.1 Owner's Representatives.**

**9.1.1** Owner designates the individual listed below as its Senior Representative ("Owner Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

**Chris Wyckoff**

**9.1.2** Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

**Chris Wyckoff**



**9.2 Design-Builder's Representatives.**

**9.2.1** Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*  
**Tim McClellan, Vice President, 336-404-3686**

**9.2.2** Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*  
**Tim McClellan, Vice President, 336-404-3683**

**Article 10**

**Bonds and Insurance**

**10.1 Insurance.** Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

**10.2 Bonds and Other Performance Security.** Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

**Performance Bond.**

*[Check one box only. If no box is checked, then no bond is required.]*

Required       Not Required

**Payment Bond.**

*[Check one box only. If no box is checked, then no bond is required.]*

Required       Not Required

**Other Performance Security.**

*[Check one box only. If no box is checked, then no other performance security is required. If the "Required" box is checked, identify below the specific performance security that is being required and all salient commercial terms associated with that security.]*

Required       Not Required

# **Article 11**

## **Other Provisions**

**11.1 Other provisions, if any, are as follows:** *(Insert any additional provisions)*

Listing of Exhibits:

A – GMP Amendment

B – Contract Schedule

C – Preliminary Contract DBIA Form 520

**[Section 2.3.1 of the General Conditions of Contract sets forth a traditional negligence standard as it relates to the Design-Builder's performance of design professional services. If the Basis of Design Documents identify specific performance standards that can be objectively measured, the parties, by including the following language, agree that the Design-Builder is obligated to achieve such standards.]**

Notwithstanding Section 2.3.1 of the General Conditions of Contract, if the parties agree upon specific performance standards in the Basis of Design Documents, the design professional services shall be performed to achieve such standards.

***[In lieu of Sections 10.3.1 through 10.3.3 of the General Conditions of Contract, the Parties may want to delete such sections and include the following alternative dispute resolution clause.]***

Any claims, disputes, or controversies between the parties arising out of or related to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 of the General Conditions of Contract shall be resolved in a court of competent jurisdiction in the state in which the Project is located.

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

**OWNER:**

**DESIGN-BUILDER:**

City of Albemarle  
*(Name of Owner)*

Miles-McClellan Construction Company, Inc.  
*(Name of Design-Builder)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Printed Name)*

Timothy A. McClellan  
*(Printed Name)*

\_\_\_\_\_  
*(Title)*

Executive VP  
*(Title)*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Caution: An original DBIA document has this caution printed in blue. This is a printable copy and an original assures that changes will not be obscured as may occur when documents are reproduced.**

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Signature of Finance Director      Date

Print

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Title – Consider Adoption of Update to the Cabarrus, Stanly, Union Regional Hazard Mitigation Plan

Description:

The adoption of a Hazard Mitigation Plan is a requirement of the State and Federal Governments in order to receive assistance from either following a declared disaster. The City participates in a regional planning process for the plan and an update is required. At one time the City had its own plan, but by participating in the regional planning process hazards that are a threat to all jurisdictions have been identified, and there has been the benefit of the knowledge and expertise of those involved in this regional endeavor. A Resolution is attached for your consideration.

Link to Full Plan -

[https://drive.google.com/file/d/1tgAqYN8DMcFpIEaEnQ2\\_B8cZLvIJx\\_VJ/view?usp=sharing](https://drive.google.com/file/d/1tgAqYN8DMcFpIEaEnQ2_B8cZLvIJx_VJ/view?usp=sharing)

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

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**ATTACHMENTS:**

Name:	Description:
<input type="checkbox"/> <a href="#">Resolution 20-05 Hazard Mitigation Plan Update.docx</a>	Resolution 20-05 Hazard Mitigation Plan Update

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**APPROVALS:**

Date/Time:	Approval:	Department:	

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## **RESOLUTION 20-05**

### **RESOLUTION TO ADOPT THE CABARRUS STANLY UNION REGIONAL HAZARD MITIGATION PLAN**

WHEREAS, the City of Albemarle is vulnerable to an array of natural hazards that can cause loss of life and damages to public and private property; and

WHEREAS, the City of Albemarle desires to seek ways to mitigate situations that may aggravate such circumstances; and

WHEREAS, the development and implementation of a hazard mitigation plan can result in actions that reduce the long-term risk to life and property from natural hazards; and

WHEREAS, it is the intent of the Albemarle City Council to protect its citizens and property from the effects of natural hazards by preparing and maintaining a local hazard mitigation plan; and

WHEREAS, it is also the intent of the Albemarle City Council to fulfill its obligation under North Carolina General Statutes, Chapter 166A: North Carolina Emergency Management Act and Section 322: Mitigation Planning, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act to remain eligible to receive state and federal assistance in the event of a declared disaster affecting the City of Albemarle; and

WHEREAS, the City of Albemarle, in coordination with Cabarrus, Stanly and Union Counties and the participating municipalities within those Counties has prepared a multi-jurisdictional hazard mitigation plan with input from the appropriate local and state officials;

WHEREAS, the North Carolina Division of Emergency Management and the Federal Emergency Management Agency are reviewing the Cabarrus Stanly Union Regional Hazard Mitigation Plan for legislative compliance and will approve the plan pending the completion of local adoption procedures;

NOW, THEREFORE, BE IT RESOLVED that the Albemarle City Council of the City of Albemarle hereby:

1. Adopts the Cabarrus Stanly Union Regional Hazard Mitigation Plan; and
2. Agrees to take such other official action as may be reasonably necessary to carry out the proposed actions of the Plan.

Adopted on May 4, 2020.

---

G. Ronnie Michael  
Mayor, City of Albemarle

ATTEST:

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Cynthia Stone  
City Clerk, City of Albemarle

Print

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Title – Consider Ordinance and Resolution to Allow NC Municipal Power Agency #1 to Provide Monthly Electronic Billing

Description:

Members of the NC Municipal Power Agency #1 have always received their monthly wholesale power bill by email and US mail. Moving forward NCMPA1 desires to only send the monthly wholesale power bill electronically through email. To do this NCMPA1 is requesting a Waiver Agreement from each Participant that waives the US mail requirement outlined in the Project and Supplemental Power Sales Agreements. This item was discussed at the NCMPA#1 Rate Committee meeting on March 19 and the NCMPA1 Board of Commissioners meeting on April 21. I am the City's representative on both. The ElectriCities Board of Directors approved at its meeting on April 24, authorization of such Waiver Agreement in the attached resolution BDR-6-20.

They ask that we consider approving the attached documents:

1. Waiver Agreement
2. Ordinance for Waiver Agreement
3. Clerk's Certificate for Waiver Agreement

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

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**ATTACHMENTS:**

Name:	Description:
<input type="checkbox"/> <a href="#">20-13.docx</a>	Ordinance 20-13
<input type="checkbox"/> <a href="#">Waiver_Resolution_NCMPA1_Project_and_Supplemental_Power_Sales_Agreement_2020.docx</a>	Waiver / Resolution
<input type="checkbox"/> <a href="#">Clerk_s_Certificate_-_Waiver_Agreement_NCMPA1_PSPSAgreements_2020.docx</a>	Clerk's Certification

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**APPROVALS:**

Date/Time:	Approval:	Department:	

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## ORDINANCE 20-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALBEMARLE NORTH CAROLINA, DETERMINING THAT IT IS IN THE BEST INTEREST OF THE CITY OF ALBEMARLE TO APPROVE A WAIVER AGREEMENT WITH NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1 AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE WAIVER AGREEMENT

**WHEREAS**, the City of Albemarle, North Carolina (the “Municipality”) and North Carolina Municipal Power Agency Number 1 (“Power Agency”) entered into a Project Power Sales Agreement dated as of the first day of May, 1978, (as amended in 1984 and as may be further amended or supplemented, the “Project Power Sales Agreement”), pursuant to which Power Agency sells, and the Municipality purchases and pays for, the Municipality’s Participant’s Share (as defined in the Project Power Sales Agreement) of Project Output (as defined in the Project Power Sales Agreement); and

**WHEREAS**, the Municipality and Power Agency entered into a Supplemental Power Sales Agreement also dated as of the first day of May, 1978 (as amended in 1984 and as may be further amended or supplemented, the “Supplemental Power Sales Agreement” and, together with the Project Power Sales Agreement, the “Agreements”), pursuant to which Power Agency sells, and the Municipality purchases and pays for, All Requirements Bulk Power Supply (as defined in the Supplemental Power Sales Agreement), which consists of Project Output (as defined in the Supplemental Power Sales Agreement) and Supplemental Bulk Power Supply (as defined in the Supplemental Power Sales Agreement); and

**WHEREAS**, Section 5(a) of each of the Agreements provides that Power Agency shall mail to the Participant prior to each Contract Year certain budget information and, when

appropriate, certain amended budget information (collectively, “Annual Budget Information”); and

**WHEREAS**, Section 5(b) of each of the Agreements provides that Power Agency shall mail to the Participant during each month of each Contract Year a Monthly Bill (the “Monthly Bill”); and

**WHEREAS**, as a result of changes to Power Agency’s and the Participant’s accounting systems due to improvements to and enhancements in computer technology and their respective accounting and computer systems, and (ii) the advent of and improvements to electronic means of communication since the date of the Agreements, in each case making it easier, faster and more efficient for Power Agency and the Participant to communicate and exchange information, including Annual Budget Information and Monthly Bills, Power Agency and the Participant have determined that it is more efficient and preferable for Power Agency to transmit Annual Budget Information and Monthly Bills to the Participant by electronic means as opposed to United States mail, as is required by the Agreements; and

**WHEREAS**, on April 24, 2020, the Board of Directors of Power Agency adopted a resolution approving waiving the provisions of Section 5(a) and 5(b) of each of the Agreements requiring the mailing of Annual Budget Information and Monthly Bills, respectively, to the Participant and permitting Power Agency to provide Annual Budget Information and Monthly Bills to the Participant by electronic means (collectively, the “Waiver “), and directed that a waiver agreement (the “Waiver Agreement”) be submitted to each of the Participants for approval and execution; and



**WHEREAS**, Power Agency has caused to be furnished to this governing body a copy of the Waiver Agreement.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Albemarle, North Carolina:

1. After due consideration to the contents of each of the preambles set forth above and of the Waiver Agreement, it is hereby found and determined that it is in the best interest of the Municipality to approve and authorize the execution and delivery of the Waiver Agreement.

2. The Municipality hereby approves the form, terms and provisions of the Waiver Agreement in the form presented to the meeting at which this Ordinance is adopted, with such changes therein as shall be approved by the officials of the Municipality executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all such changes. The Mayor and the Clerk of the Municipality are hereby authorized and directed to execute, acknowledge and deliver the Waiver Agreement in the name of and on behalf of the Municipality and thereupon to cause the aforesaid Waiver Agreement to be delivered to Power Agency.

3. The officers and officials of the Municipality are hereby authorized and directed to execute such further documents and to take any and all further action as, upon the advice of the Attorney of the Municipality, shall be deemed necessary or desirable in order to effectuate the execution and delivery of the Waiver Agreement.

4. The Clerk of the Municipality is hereby directed to file with the minutes of the meeting at which this Ordinance is adopted the copy of the Waiver Agreement.

5. This Ordinance shall become effective from and after its adoption.

**ADOPTED** this 4th day of May, 2020.

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Mayor

ATTEST:

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Clerk

(Impress SEAL here)

## WAIVER AGREEMENT

This WAIVER AGREEMENT is dated as of May 4, 2020, by and between North Carolina Municipal Power Agency Number 1, a joint agency of the State of North Carolina (“Power Agency”), and the municipality of the State of North Carolina that has executed this Waiver Agreement (the “Participant”).

WHEREAS, Power Agency and the Participant, by agreement dated as of the first day of May, 1978, entered into a Project Power Sales Agreement (as amended in 1984 and as may be further amended or supplemented, the “PPSA”) pursuant to which Power Agency, among other things, agreed to sell, and the Participant, among other things, agreed to purchase and pay for, its Participant’s Share of Project Output; and

WHEREAS, Power Agency and the Participant, by agreement also dated as of the first day of May, 1978, entered into a Supplemental Power Sales Agreement (as amended in 1984 and as may be further amended or supplemented, the “SPSA” and, together with the PPSA, the “Agreements”) pursuant to which Power Agency, among other things, agreed to provide or cause to be provided and to sell, and the Participant, among other things, agreed to purchase, the Participant’s All Requirements Bulk Power Supply requirements, consisting of Project Output and Supplemental Bulk Power Supply, and

WHEREAS, Section 5(a) of each of the Agreements provides that Power Agency shall mail to the Participant prior to each Contract Year certain budget information and, when appropriate, certain amended budget information (collectively, “Annual Budget Information”); and

WHEREAS, Section 5(b) of each of the Agreements provides that Power Agency shall mail to the Participant during each month of each Contract Year a Monthly Bill (the “Monthly Bill”) and

WHEREAS, since the date of the Agreements, (i) Power Agency’s and the Participant’s accounting systems have significantly changed due to improvements to and enhancements in computer technology and their respective accounting and computer systems, and (ii) the advent of and improvements to electronic means of communication have been developed, in each case making it easier, faster and more efficient for Power Agency and the Participant to communicate and exchange information, including Annual Budget Information and Monthly Bills; and

WHEREAS, as a result of the foregoing, Power Agency and the Participant have determined that it is more efficient and preferable for Power Agency to transmit Annual Budget Information and Monthly Bills to the Participant by electronic means as opposed to United States mail, as is required by the Agreements; and

WHEREAS, on March 24, 2020, the Board of Directors of Power Agency adopted a resolution approving waiving the provisions of Section 5(a) and 5(b) of each of the Agreements requiring the mailing of Annual Budget Information and Monthly Bills, respectively, to the Participant and permitting Power Agency to provide Annual Budget Information and Monthly Bills to the Participant by electronic means (collectively, the “Waiver “), and directed that a waiver agreement be submitted to each of the Participants for approval and execution; and

WHEREAS, the Participant has determined that the Waiver is in the best interest of the Participant and has authorized and directed that this Waiver Agreement be executed for and on behalf of the Participant.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged hereby, the parties hereto mutually agree as follows:

Section 1. Unless the context clearly indicates to the contrary, all capitalized terms used in this Waiver Agreement shall have the meanings given them in the Agreements.

Section 2. For and during the remainder of the term of each of the Agreements, and any extensions thereto, the Participant hereby waives and forever relieves Power Agency of the obligation to mail Annual Budget Information and Monthly Bills to the Participant, as required by Section 5(a) and 5(b) of each of the Agreements, respectively, so long as Power Agency provides Annual Budget Information and Monthly Bills to the Participant by electronic means to such address as the Participant shall specify in writing to Power Agency (as such address may be changed similarly from time to time).

Section 3. This Waiver Agreement shall become effective upon the execution and delivery of similar waiver agreements by Power Agency and each Participant, and shall otherwise become effective upon execution and delivery hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Waiver Agreement all by the authority of their respective governing bodies duly given.

Executed the 4 day of May, 2020.

City of Albemarle

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

(SEAL)

Executed this 4th day of May, 2020.

NORTH CAROLINA MUNICIPAL POWER  
AGENCY NUMBER 1

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Ass't) Secretary-Treasurer

(SEAL)

**CLERK'S CERTIFICATE**

I, \_\_\_\_\_, City/Town Clerk of the City/Town of \_\_\_\_\_, North Carolina, (the "Municipality"), DO HEREBY CERTIFY as follows:

1. As of the date of this Certificate and the date of the introduction and adoption of the Ordinance hereinafter described, the City/Town Council of the Municipality ("the Governing Body") consisted of \_\_\_\_\_ ( ) members, all of whom have been duly elected and qualified.

2. \_\_\_\_\_ was the duly elected and qualified Mayor of the Municipality at the time of the introduction and adoption of the Ordinance hereinafter described and at the time of the execution by the Municipality of the document hereinafter described. \_\_\_\_\_ was the finance officer of the Municipality duly appointed by the City/Town Manager and confirmed by the Governing Body, and acting in that capacity at the time of the introduction and adoption of the Ordinance hereinafter described and at the time of the execution by the Municipality of the documents hereinafter described.

3. The undersigned has been duly appointed by the City/Town Manager and such appointment was confirmed by the Governing Body as Clerk of the Municipality, to hold office at the pleasure of the City/Town Manager, and the election as Clerk predated the introduction and adoption of the Ordinance hereinafter described and remains in full force and effect as of the date of this Certificate.

4. The seal, an impression of which appears below, is the corporate seal duly adopted by the Municipality.

5. The undersigned, as Clerk, is charged with the duty of keeping custody of the minutes and official records of the proceedings of the Governing Body.

6. At a regular meeting of the Governing Body conducted on the \_\_\_\_ day of \_\_\_\_\_, 2020, the ordinance entitled "AN ORDINANCE OF THE CITY/TOWN COUNCIL OF THE CITY/TOWN OF \_\_\_\_\_, NORTH CAROLINA, DETERMINING THAT IT IS IN THE BEST INTEREST OF THE CITY/TOWN OF \_\_\_\_\_ TO APPROVE A WAIVER AGREEMENT WITH NORTH CAROLINA

MUNICIPAL POWER AGENCY NUMBER 1 AND APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE WAIVER AGREEMENT, a copy of which is attached hereto and made a part of this Certificate (the "Ordinance"), was introduced.

7. After consideration by the Governing Body, the Ordinance was duly adopted by the Governing Body at a regular meeting of the Governing Body conducted on the \_\_\_\_ day of \_\_\_\_\_, 2020, by a vote of \_\_\_ yeas and \_\_\_ nays. The Ordinance was thereafter duly recorded in the ordinance book of the Municipality and the municipal journal, if any. A copy of an excerpt of the pertinent minutes of said meeting is attached hereto.

8. The meeting referred to in this Certificate was a duly called and held regular meeting of the Governing Body, open to the public, and a quorum of the Governing Body was present and acting throughout; the excerpt of the minutes attached hereto has been compared by the undersigned with the original thereof that is on file and of record in the office of the undersigned and it is a full, true and complete copy of said original; the copy of the Ordinance attached hereto has been compared by the undersigned with the original thereof that is on file in the ordinance book (and municipal journal, if any) and it is a full, true and complete copy of said original. The Ordinance has not been amended, modified, superseded or repealed and is in full force and effect as of the date hereof.

9. A copy of the Waiver Agreement has been filed in the Clerk's office with the minutes of the proceedings at which the Ordinance was adopted.

10. The copy of the Waiver Agreement furnished to North Carolina Municipal Power Agency Number 1 by the undersigned, together with this Certificate, has been duly executed by the Mayor of the Municipality and duly attested by the undersigned as Clerk of the Municipality, and the corporate seal of the Municipality has been impressed thereon or affixed thereto, all pursuant to authority granted by the Ordinance. In addition, the execution copy of the Waiver Agreement has been endorsed by the appropriate representative of the Municipality to the extent such endorsement is required to be affixed thereto.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the City/Town of \_\_\_\_\_ this the \_\_\_ day of \_\_\_\_\_, 2020.



\_\_\_\_\_  
\_\_\_\_\_, Clerk

(Impress Seal Here)

Attachments:  
    Ordinance  
    Minutes

Print

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Title – Presentation of the Proposed FY 20/21 City of Albemarle Budget

Description:

Copies of the proposed budget and budget letter will be distributed at the meeting. A public hearing can be set for June 1.

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

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**ATTACHMENTS:**

Name:

Description:

No Attachments Available

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**APPROVALS:**

Date/Time:

Approval:

Department:

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Print

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Title – Discussion of Drainage Issue

Description:

Council has asked that a discussion of drainage issues when the City or its facilities are adversely impacted and a discussion of potential remedies be placed on the agenda.

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

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**ATTACHMENTS:**

Name:

Description:

No Attachments Available

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**APPROVALS:**

Date/Time:

Approval:

Department:

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Print

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Title – Establish Filing Fees for 2020 City Elections

Description:

We are in the process of providing various requested information to the Board of Elections in preparation for the 2020 election cycle. One thing City Council is required to do prior to each election is establish the filing fees. During the most recent election cycle fees were established at \$10.00 for a City Council candidate and \$20.00 for a Mayoral candidate. The State Statute governing the range in which fees can be established is as follows:

***N.C.G.S. 163-291.3 The filing fee for municipal and district primaries shall be fixed by the governing board not later than the day before candidates are permitted to begin filing notices of candidacy. There shall be a minimum filing fee of five dollars (\$5.00). The governing board shall have the authority to set the filing fee at not less than five dollars (\$5.00) nor more than one percent (1%) of the annual salary of the office sought unless one percent (1%) of the annual salary of the office sought is less than five dollars (\$5.00), in which case the minimum filing fee of five dollars (\$5.00) will be charged. The fee shall be paid to the board of elections at the time notice of candidacy is filed.***

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

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**ATTACHMENTS:**

Name:	Description:
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No Attachments Available

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**APPROVALS:**

Date/Time:	Approval:	Department:	
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Print

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Title – Adjourn to June 1, 2020 Regular Meeting at 7:00 p.m.

Description:

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

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**ATTACHMENTS:**

Name:	Description:
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No Attachments Available
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**APPROVALS:**

Date/Time:	Approval:	Department:	
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