#### Fairmont Board of Commissioners Regular Meeting Agenda

Date: July 18, 2023 Time, 6:00 p.m.

Place: Fairmont-South Robeson Heritage Center

#### CALL TO ORDER

Invocation - Rev. Ed Wilcox, Pastor of Centerville Baptist Church

#### Pledge of Allegiance

#### Mayor's Presentations

- a. Recognition of Lucille Ward Retired Fairmont High School English teacher with 60 years' service
- b. Creative Business Recognition Shameicha Wade-Ford, Owner/Operator of Alpha Elite Cheerleading

#### Public Hearing - Zoning Ordinance Update

- Approval of Agenda
- II. Public Comment Period/Citizens Appearance Anyone wishing to come before the board must place their name and topic of discussion on the list before the meeting begins. The Public Comment period is thirty minutes, and each speaker will be given five minutes to speak. There will be no discussion with the board.
- III. Consent Agenda These items will be adopted with one vote.
  - a. Approval of Minutes Regular Meeting, June 20, 2023, and Special Meeting, June 29, 2023.

#### IV. Old Business

- a. Appointment of ABC Board Chairman
- b. Consider Appointment of ABC Board member to become effective August 1, 2023

#### V. New Business

- a. Ordinance 23-241 Adoption of Zoning Ordinance update
- b. Approval to host Climate Action Corp member
- c. Resolution 23-05 Accepting the NCDEQ DWI ARPA Viable Utility Reserve Grant in the amount of \$14,769,667 and the Clean Water State Revolving Fund Loan in the amount of \$230,333 with Principal Forgiveness of \$230,333
- d. Approve Engineering Contract with LKC Engineering, PLLC for the Fairmont Collection System Rehabilitation NCDEQ Project No. VUR-W-ARP-0071 & CS370618-03

#### VI. Comments

- a. Board of Commissioners and Mayor
- b. Town Manager
- VII. Executive/Closed Session Personnel GS 143-318.11(a)(6)
- VIII. Adjournment

#### IX. Community Announcements

- a. Tuesday, July 25 Tornado Tank Creative Business Forum, 6:00 p.m., Fairmont-South Robeson Heritage Center
- b. Saturday, August 5 Senior Bingo, 12:00 to 2:00 p.m., Fire Hall
- c. Tuesday, August 15 Regular Town Board Meeting, 6:00 p.m., Heritage Center
- d. Wednesday, August 16 Job Fair, 10:00 a.m. to 2:00 p.m., Heritage Center

Respectfully submitted,

Jerome Chestnut, Town Manager

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#### Regular Meeting - June 20, 2023

The Fairmont Board of Commissioners held their regular meeting on Tuesday, June 20, 2023, at 6:00 p.m. in the Fairmont-South Robeson Heritage Center with Mayor Charles Kemp presiding. Commissioners present were J.J. McCree, Terry Evans, Heather Seibles, Melvin Ellison, Clarence McNeill, Jr., and Jan Tedder-Rogers. Staff present included Town Manager Jerome Chestnut, Town Attorney Jessica Scott, Town Clerk Jenny Larson, Deputy Town Clerk Donna Jacobs, Public Works Director Ronnie Seals, Police Chief Jon Edwards, and members of the fire department. Others in attendance included Larry Sampson, Joyce Pernell, FHS track and field team and several citizens.

#### Call to Order and Invocation

Mayor Charles Kemp called the meeting to order at 6:03 p.m. Minister Lori Washington, Assistant Pastor at Star of Bethlehem Baptist Church, gave the invocation, which was followed by the Pledge of Allegiance.

#### **Mayor Presentation**

Mayor Kemp recognized Coach Joyce Pernell and members of the Fairmont High School FHS Track and Field Team.

Mayor Kemp presented an Appearance Appreciation Certificate to Shirley Smith, owner of Life Changing Behavioral Services

#### Public Hearing - Fiscal Year 2023-2024 Budget

Commissioner Evans made a motion to go into public hearing at 6:17 p.m. Commissioner Ellison seconded the motion and it passed unanimously.

The purpose of the Public Hearing is to discuss the Fiscal Year 2023-2024 Budget.

The budget includes a 5% or \$4.25 increase on the base utility rates for water, sewer, and sanitation. The budget does not include an increase in property taxes but does include a 2.5% cost of living pay raise for employees. The General fund budget is \$2,393,048, Powell Bill fund is \$111,730, and the Water/Sewer fund is \$1,540,011.

There was no public input on the public hearing for fiscal year 2022-2023 budget.

Commissioner Evans made a motion to come out of public hearing at 6:21 p.m. Commissioner Ellison seconded the motion and it passed unanimously.

#### Approval of Agenda

Commissioner McCree requested to table the appointment of the ABC Board Chairman and the appointment of a new ABC Board member until the July board meeting. Commissioner McCree made a motion to approve the amended agenda. Commissioner Evans seconded the motion and it passed unanimously.

#### Public Comment Period/Citizens Appearance

There was no public comment this month.

#### Consent Agenda

Upon motion by Commissioner Ellison and seconded by Commissioner Evans, it was unanimously voted to adopt the following consent agenda item:

Approval of Minutes – Budget Workshop, May 9, 2023, Regular Meeting, May 16, 2023, and Budget Workshop, June 6, 2023.

#### **Old Business**

There was no old business this month.

#### **New Business**

Approval of Engineering Contract for Library Upfit Project – The Adams Company

Town Manager Jerome Chestnut presented the Engineering/Inspection agreement for the upfit of the building at 105 S. Main Street (Old Post Office). This agreement allows the town to continue to move forward in the renovation of this building and the onward relocation of the library operations and services to this location. The total value of this agreement is \$31,500 and is within budget and will come from grant funds appropriated for this project.

Commissioner Evans made a motion to approve the Engineering/Inspection agreement with The Adams Company in the amount of \$31,500 for the Library Upfit Project. Commissioner Ellison seconded the motion and it passed unanimously.

#### Announcement of RBDG Grant

Mr. Larry Sampson, with USDA, announced the Town of Fairmont was selected for a Rural Business Development Grant in the amount of \$74,750. This grant does not have a matching contribution and is scheduled to be completed within a 12-month period. This technical assistance grant will help complete a Master Plan for the development of downtown.

#### Request to remove additional Fluoride from drinking water

Mr. Chestnut is recommending the discontinuation of additional fluoride treatment to the towns' water distribution system. Currently the town treats the water with additional fluoride but recent and confirmed tests of the town's three wells show that an acceptable level of fluoride is naturally occurring is already in our water prior to treatment. Discontinuing the additional fluoride treatment will save the town approximately \$7,000/year and reducing the need to maintain additional license for our town and staff.

Commissioner Tedder-Rogers made a motion to discontinue additional fluoride treatment in the town's Water Distribution System. Commissioner Evans seconded the motion and it passed unanimously.

#### Ordinance 23-240- Fiscal Year 2023-2024 Budget

Commissioner Evans made a motion to approve the Fiscal Year 2023-2024 Budget in the amount of \$4,067,959. Commissioner Ellison seconded the motion and it passed unanimously. A signed copy of the ordinance is hereby incorporated by reference and made a part of these minutes.

#### **Commissioner Input**

The commissioners thanked the citizens for coming to the meeting.

#### **Mayor Input**

Mayor Kemp invited the board to the Town employees' quarterly lunch next Wednesday, June 28, at 12:30 p.m. in the Fire Hall. He reminded everyone of the town's annual fireworks show on Sunday July 2 in the park from 5:00 p.m. to 10:00 p.m.

Mayor Kemp announced the formation of a Downtown Building Appearance Council which will assist with and recommend to new business operators suggested outward appearances for their buildings. After being notified of a new business creation and prior to their opening, Mayor Kemp and Mr. Chestnut will consult the operators and ask that they share their building appearance plans. Should their ideas not be appropriate for the historic district, the appearance council, consisting of nine members, will meet and offer their suggestions in hopes they will be acceptable to the business operator. The goal and mission of the appearance council is to encourage and promote new business openings while preserving the downtown historic district's look and appeal.

Page 4 – Regular Meeting, June 20, 2023

#### Manager Input

Town Manager Jerome Chestnut recognized members of the Fairmont City Fire Department for installing 54 smoke detectors in 22 citizen homes on June 3.

Mr. Chestnut also recognized Finance Director Jenny Larson and Utility Clerks Veronica Hunt and Kaye Zumbrunnen for encouraging citizens to participate in the Low-Income Water Assistance Program through the Department of Social Services. As a result, our citizens received our \$25,000 in assistance in paying their utility bills.

#### **Announcements**

Wednesday June 21 – Job Fair, 10:00 a.m. to 2:00 p.m., Heritage Center.

Wednesday, June 28 – Quarterly Town Employee Luncheon, 12:00 noon

Thursday, June 29 – Special Board meeting to adopt Amended Fiscal Year 2022-2023 Budget, 6:00 p.m., Fairmont-South Robeson Heritage Center

Sunday, July 2 – Fairmont's Fantastic Fourth Fireworks featuring the Pizazz Band. Music begins at 5:00 p.m. with fireworks at 9:30 p.m. in the Fairmont Community Park

Monday, July 3 and Tuesday, July 4 – Town offices closed in observance of Independence Day Tuesday, July 18 – Regular Town Board Meeting, 6:00 p.m., Heritage Center

#### Adjournment

There being no further business, Commissioner Ellison made a motion to adjourn the meeting at 6:59 p.m. Commissioner Evans seconded the motion and it passed unanimously.

Jennifer H. Larson Town Clerk

#### Special Meeting – June 29, 2023

The Fairmont Board of Commissioners held a special meeting on Thursday, June 29, 2023, at 6:00 p.m. in the Fairmont-South Robeson Heritage Center with Mayor Pro Tem J.J. McCree presiding. Commissioners present were Melvin Ellison, Clarence McNeill, Jr., and Terry Evans. Mayor Charles Kemp and Commissioners Jan Tedder-Rogers and Heather Seibles were absent. Staff present included Town Manager Jerome Chestnut and Town Clerk Jenny Larson.

Mayor Pro Tem McCree called the meeting to order at 6:05 p.m. followed by the invocation and pledge.

#### **Administrative Matters**

Commissioner Evans made a motion to adopt the following items:

- a. Customer Service Policy Utilities Department.
- b. Fee Schedule 2023-2024.
- c. Write-Off Uncollected Water Accounts for 2022-2023 in the amount of \$9,324,45,
- d. Write-Off 2012 Property Taxes in the amount of \$57,479.81.
- e. Ordinance 23-239 Adopt FY 2022-2023 Amended Budget for \$4,078,341.00.

Commissioner Ellison seconded the motion and it passed unanimously. Official copies are hereby incorporated by reference and made a part of these minutes.

Commissioner Evans made a motion to adjourn the meeting at 6:06 p.m. Commissioner Ellison seconded the motion and it passed unanimously.

Jennifer H. Larson Town Clerk



#### Memorandum for Record

**TO:** Mayor and Commissioners, Town of Fairmont

**FROM:** Jerome Chestnut, Town Manager

**DATE:** July 12, 2023

**REF:** Appointment of Fairmont Alcohol Beverage Control (ABC) Board Chairman

(Tab - 4A)

#### **Background**

One June 2, 2023, The Town Manager was notified of the pending resignation of its current ABC Board Chairman, Cynthia Dudley. Cynthia's resignation is effective August 1, 2023.

In accordance with NC General Statute 18B-700 (e) "If the chairman's seat becomes vacant, the appointing authority may designate either the new member or an existing member of the local board to complete the chairman's term.

Based on previous practices, based on Seniority, the remaining ABC Board members are recommending that Dewayne McCormick be appointment as the incoming Chairman of the Fairmont ABC Board effective August 1, 2023.

#### Recommendation:

The Town Manager recommends that the Board of Commissioners appoint Dewayne McCormick Fairmont's ABC Board Chairman effective August 1, 2023.



#### Memorandum for Record

TO: Mayor and Commissioners, Town of Fairmont

**FROM:** Jerome Chestnut, Town Manager

**DATE:** July 12, 2023

**REF:** Appointment to fill Fairmont Alcohol Beverage Control (ABC) Board Vacancy

(Tab - 4B)

#### **Background**

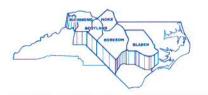
One June 2, 2023, The Town Manager was notified of the pending resignation of one of its current ABC Board members. This action will lead to the ABC Board, which usually consists of three members, to be down to two members.

The vacancy for this position has been advertised on the Town's website, Facebook page, at Town Hall, and in the Robesonian Newspaper. To maximize the advertisement period, and to allow candidates to submit applications, the deadline for application receipt was set for Tuesday, June 20<sup>th</sup>, at 5pm. The staff received *eight* applications, *two* of which resided outside of town limits – therefore not qualified.

In lieu of these six applications, Commissioners may also consider other applicants, if they reside within town limits. In accordance with NC General Statute 18B-700 (d), the appointing authority shall appoint members of a local board on the basis of the appointees' interest in public affairs, good judgment, knowledge, ability, and good moral character.

#### **Recommendation:**

The Town Manager recommends that the Board of Commissioners review applications and appoint accordingly.



# LRCOG

Lumber River Council of Governments 30 CJ Walker Road, CO Mtech Park Pembroke, North Carolina 28372-7340 Tel. (910) 618-5533 • Fax (910) 521-7556 E-mail: lrcog@lumberrivercog.org Website: www.lumberrivercog.org

#### Dedicated to Regional Excellence

#### PUBLIC HEARING AND AGENDA ITEM V-A

#### Memorandum

To: Fairmont Board of Commissioners

David Richardson, LRCOG Executive Director From:

Fairmont Zoning Ordinance Update Re:

Date: July 13, 2023

Over the past year, the Lumber River Council of Governments' Local Government Services Division staff has been working with the Town of Fairmont on updating its zoning ordinance to become compliant with the 160D changes required by updates to North Carolina zoning law.

The LRCOG staff has been working with the Town of Fairmont staff as well as the Town of Fairmont's Planning Board to accomplish this work. The culmination of this work is attached for your review in the form of a new zoning ordinance for the Town of Fairmont.

This updated zoning ordinance updates the Town of Fairmont's zoning code to incorporate the required 160D changes as well as recommended changes by the LRCOG planning staff. The ordinance has been thoroughly reviewed by the Town of Fairmont's Planning Board.

During the Town of Fairmont's Planning Board meeting on June 8, 2023 it voted to approve the zoning ordinance proposal and changes and to forward it to the Town of Fairmont's Board of Commissioners for adoption. This zoning ordinance is on your agenda tonight for the required public hearing and then for your consideration of adoption of the updated ordinance.

Once this new ordinance is adopted by the Fairmont Board of Commissioners it will allow the Town of Fairmont to start following the updated zoning regulations.

I look forward to seeing you on July 18, 2023.

#### Member Governments -

#### BLADEN COUNTY

Bladenboro • Clarkton • Dublin East Arcadia • Elizabethtown Tar Heel . White Lake

> HOKE COUNTY Raeford

#### RICHMOND COUNTY

Dobbins Heights • Ellerbe • Hamlet Hoffman • Norman Rockingham

#### SCOTLAND COUNTY

Gibson • Laurinburg • Wagram

Marietta • Maxton • McDonald

Orrum · Parkton · Pembroke Proctorville • Red Springs • Rennert

ROBES ON COUNTY

Fairmont • Lumber Bridge • Lumberton

Rowland . St. Pauls

Equal Opportunity Employer

#### **ORDINANCE 23-241**

## ENACTING A ZONING ORDINANCE FOR THE TOWN OF FAIRMONT, NORTH CAROLINA.

WHEREAS, the present zoning and land use ordinances of the Town of Fairmont are in need of updating due to the passage of North Carolina General Statute Chapter 160D.

## NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF FAIRMONT:

Section 1. The Zoning and Land Use Ordinance shall consist of the following Articles:

- Article 1 Purpose and Authority
- Article 2 Interpretations and Definitions
- Article 3 General Regulations
- Article 4 Authority Related to Planning and Zoning
- Article 5 Administrative Permits, Enforcement and Appeals
- Article 6 Quasi-Judicial Permits, Enforcement and Appeals
- Article 7 Legislative Permits, Enforcement and Appeals
- Article 8 Zoning Districts and Table of Uses
- Article 9 Other Design Standards for Zoning Districts
- Article 10 Off-Street Parking and Loading, Signs, Landscaping and Buffering, Outdoor Lights
- Article 11 Regulations for Specific Uses
- Article 12 Manufactured Home Parks
- Article 13 Solar Energy Systems
- Article 14 Wireless Communications
- Article 15 Land Subdivision Regulations
- Article 16 Development Agreements and Vested Rights
- Article 17 Moratoria
- Article 18 Nonconforming Situations
- Article 19 Flood Damage Prevention Ordinance

#### Page 2 - Ordinance 23-241

**Section 2**. All prior zoning and land use ordinances or parts of ordinances in conflict with this ordinance are hereby repealed and should any remain the restrictions of NCGS Chapter 160D shall govern. They include the following the chapters from the Fairmont Code of Ordinances:

Chapter 96 - Signs

Chapter 150 – Flood Prevention

Chapter 153 – Subdivisions

Chapter 154 - Zoning

Section 3. Effective Date. This ordinance shall be effective on July 18, 2023.

PASSED AND ADOPTED after first and only reading this 18th day of July, 2023.

#### TOWN OF FAIRMONT

BY:				
Charl	es Kemp	, Mayo	r	
ATTEST:				
ATTEST,		H I ar	reon To	wn Clerk



#### Memorandum for Record

**TO:** Mayor and Commissioners, Town of Fairmont

FROM: Jerome Chestnut, Town Manager

**DATE:** July 12, 2023

**REF:** Approval to host Climate Action Corps Member (Tab – 5B)

#### **Background**

(excerpt from email received on July 5, 2023)

I'm Leila Husain, the Executive Assistant at Conserving Carolina, and work with Nick DiColandrea at the Conservation Trust for NC on the Resilience Service Network project. He and I are tag teaming outreach for the project, so that is why you are getting an email from me today!

We are looking to support local communities through two distinct service positions (Resilience Project Coordinator & Community Stewardship Coordinator which are attached) placed in local governments or nonprofits focusing on climate resilience issues but are not limited to, flooding mitigation, urban heat and tree canopy restoration, wildfire mitigation, increasing climate-literacy, promoting disaster resilience through preparation and response work, and utilizing communities assets to identify and address climate-related issues.

We would love to field your questions or catch up and see if an NC Climate Action Corps AmeriCorps placement could make an impact on climate resilience for the communities you serve. We need committed partners and *host organizations* to help unlock service as a strategy to address climate resilience in our state and would love to hear your thoughts. *(end of email)* 

The Town of Fairmont hosting this Resilience Project Coordinator will increase the staff's capacity to address flooding and stormwater issues without having to fund an additional position. The staff has reviewed the requirements to serve as a host site and recommend approval of this application. If selected, the person selected to fill this position will start his duties on/about September 2023.

#### Recommendation:

The Town Manager recommends that the Board of Commissioners approve submission of the application for the Town of Fairmont to serve as a Host Site for a Resiliency Project Coordinator.



#### **Position Description**

Resilience Project Coordinator - NC Resilience

Position Title Service Network

Program Resilience Corps NC / Project Conserve

#### **Position Summary**

Resilience Project Coordinators develop and execute projects between organizations and communities to address the most pressing climate resilience implementation needs. Resilience Project Coordinators work with partnering host sites to identify, develop, and implement local or regional projects that lead to a positive impact on climate resilience for communities most at-risk to future adverse effects of climate. All Resilience Project Coordinators actively engage communities, have an opportunity to develop new skills, and advance tangible projects by implementing site-specific service plans. This is an AmeriCorps service member position based with the AmeriCorps program Resilience Corps NC or Project Conserve.

#### **Essential Functions**

- Support community organizations and partnerships in the areas of community resilience and community engagement under the direction of the host site to:
  - develop and implement resilience projects identified by the service site (ex. storm-water management, wildfire prevention, urban heat mapping, flooding prevention, stream cleanup and renewal)
  - o identify and refer potential new partners and projects to receive support
  - identify and apply for financial support to sustain projects past service term (ex. grant writing to nonfederal sources, in-kind contributions)
  - o apply research-based practice to community resilience problems
- Advance implementation of local climate action using community-based environmental education and other behavior change strategies.
- Conduct outreach and education in collaboration with local partners with a focus on connecting
  households to resources to manage and reduce their environmental impact (ex. clean energy,
  composting, home efficiency programs).

#### Site-dependent activities (may include):

- Develop data driven natural resource management plans that lead to more climate resilient communities.
- Advance waste reduction activities, including establishing local recycling and composting programs.
- Develop and implement storm-water or stream restoration plans that alleviates flooding of homes, businesses, and local communities.
- Arrange volunteer days for tree canopy plantings in urban or rural settings, accompanied by educational
  outreach to communities members about extreme heat health concerns.
- Conduct community asset and data mapping for climate resilience and clean energy action planning for implementation of resilience efforts during that service year.
- Partner with schools and youth groups to advance clean energy and climate education.

#### Communication

- Practice inclusive and thoughtful behavior in building rapport with program participants, site stakeholders and program staff.
- Communicate regularly and effectively with program staff, and site personnel.
- Report data in online systems in a timely and accurate manner.

#### **Program Participation Requirements**

- Demonstrate regular, timely attendance and adherence to hours as scheduled.
- Commit to service for the service term of 11 months, serving the minimum number of 1700 hours.
- Participate in all required AmeriCorps sponsored training sessions, meetings, and travel as necessary.
   Community Stewardship Coordinators will receive training on best practices for community engagement, group facilitation, and communicating about climate change with a focus on pursuing climate justice.
- Actively participate in service projects and commemorating days such as Martin Luther King, Jr. Day (as applicable). These may include evening and/or weekend hours.

#### Minimum Qualifications

- Must be 18 years of age or older prior to your start date.
- Must have at least a high school diploma or its recognized equivalent by your start date.
- Must be either a citizen, national, or lawful permanent resident of the United States.
- Must pass mandatory National Service Criminal History Checks.
- Speak, read, and write English fluently.
- Experience with professional computer skills and confidence using computers. Comfort and experience
  using Microsoft Office Suite (Word, Excel), completing internet searches, and navigating resources online,
  completing data entry, using e-mail regularly including sending attachments, using databases and
  software, using videoconferencing software, and attending training online.
- Positions that require driving will require a valid driver's license and the ability to pass a driving record check. Some positions require access to a personal vehicle for transportation.

#### **Preferred Qualifications**

Experience in project implementation, hands-on direct execution, plan development.

#### **Physical Requirements**

- Some positions are primarily based in an office setting and require sitting, standing, and operating a computer and telephone.
- Some positions may require light to moderate lifting, bending, stooping, pulling, kneeling, carrying, and use of hand tools up to 30 lbs.
- Some positions may require the ability to work outdoors in adverse weather conditions, such as wind, rain, high or low temperatures on challenging terrain for up to 8 hours at a time.

Resilience Corps NC & Project Conserve will not discriminate for or against any AmeriCorps service member or applicant on the basis of race, color, creed, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, familial status, military service, or any other category protected by law.

Reasonable accommodations provided upon request. This document is available in alternative formats



#### **Memorandum for Record**

TO:

Mayor and Commissioners, Town of Fairmont

FROM:

Jerome Chestnut, Town Manager

DATE:

July 12, 2023

REF:

Resolution 23-05 - Accepting the NCDEQ DWI ARPA Viable Utility Reserve

Grant in the amount of \$14,769,667 and the Clean Water State Revolving Fund

Loan in the amount of \$230.333 with Principal Forgiveness of \$230,333

(Tab - 5C)

#### **Background**

The Town of Fairmont has received American Rescue Plan (ARP) grant funding and State Revolving Fund loan forgiveness from the State Fiscal Recovery Fund established in S.L. 2021-180 to assist eligible units of government with meeting their water infrastructure needs.

The North Carolina Department of Environmental Quality has offered an ARPA Grant in the amount of \$14,769,667.00 and SRF Loan in the amount of \$230,333.00 with Principal Forgiveness of \$230,333.00 for work detailed in the submitted application, and the Town of Fairmont intends to perform said project in accordance with the agreed scope of work.

The Town of Fairmont does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

#### **Recommendation:**

The Town Manager recommends that the Board of Commissioners accept the NCDEQ DWI ARPA Grant totaling \$14,769,667.00 and SRF Loan in the amount of \$230,333.00 with Principal Forgiveness of \$230,333.00.



# RESOLUTION 23-05 AUTHORIZING RESOLUTION BY THE BOARD OF COMMISIONERS OF THE TOWN OF FAIRMONT

WHEREAS, the Town of Fairmont has received American Rescue Plan (ARP) grant funding and State Revolving Fund loan forgiveness from the State Fiscal Recovery Fund established in S.L. 2021-180 to assist eligible units of government with meeting their water infrastructure needs, and

**WHEREAS**, the North Carolina Department of Environmental Quality has offered an ARPA Grant in the amount of \$14,769,667.00 and SRF Loan in the amount of \$230,333.00 with Principal Forgiveness of \$230,333.00 for work detailed in the submitted application, and

WHEREAS, the Town of Fairmont intends to perform said project in accordance with the agreed scope of work,

## NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF FAIRMONT:

That the Town of Fairmont does hereby accept the NCDEQ DWI ARPA Grant totaling \$14,769,667.00 and SRF Loan in the amount of \$230,333.00 with Principal Forgiveness of \$230,333.00.

That the Town of Fairmont does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Charles Kemp, Mayor and Jerome Chestnut, Town Manager, and successors so titled, are hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

<b>ADOPTED</b> this the <u>18th</u> day of	of <u>July,</u> 2023	at Fairmont,	North Carolina.
Charles Kemp, Mayor			

Jennifer Larson, Town Clerk



#### **Memorandum for Record**

**TO:** Mayor and Commissioners, Town of Fairmont

**FROM:** Jerome Chestnut, Town Manager

**DATE:** July 12, 2023

**REF:** Approve Engineering Contract with LKC Engineering, PLLC for the Fairmont

Collection System Rehabilitation NCDEQ Project No. VUR-W-ARP-0071 &

CS370618-03 (Tab - 5D)

#### Background

Section 602(b)(14) of the Clean Water Act requires projects receiving Clean Water State Revolving Fund funding to comply with engineering procurement guidelines. North Carolina Session Law 2021-180 authorizes the Division of Water Infrastructure (Division) to award grant funds from the American Rescue Plan Act (ARPA) State Fiscal Recovery Fund for drinking water, wastewater, and stormwater infrastructure projects. The Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 gives minimum requirements for procurement, with 2 CFR 200.319(b) addressing engineering services procurement guidelines. To comply, you must follow North Carolina General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying Services.

The Town of Fairmont advertised the requests for proposals on this project "Fairmont Collection System Rehabilitation NCDEQ Project No. VUR-W-ARP-0071 & CS370618-03" on our website, social media, local paper, and through direct solicitation with multiple qualified firms.

The basic services called for in this proposal were the Engineering Report, Design, and Construction Management / Inspection. Through multiple solicitations, LKC Engineering was the only firm that submitted a proposal. The attached contract was negotiated with the best qualified firm, LKC Engineering.

#### Recommendation:

The Town Manager recommends that the Board of Commissioners approve this Engineering Contract with LKC Engineering, PLLC for the Fairmont Collection System Rehabilitation NCDEQ Project No. VUR-W-ARP-0071 & CS370618-03.

AGENDA IT.

## V-D

# BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

## Fairmont Collection System Rehabilitation NCDEQ Project No. VUR-W-ARP-0071 & CS370618-03

THIS IS AN AGREEMENT effective as of March 20, 2023 ("Effective Date") between Fairmont ("Owner") and LKC Engineering, PLLC ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Fairmont Collection System Rehabilitation and further described as NCDEQ Project No. VUR-W-ARP-0071 & CS370618-03 ("Project").

Engineer's services under this Agreement are generally identified as follows and as attached as Exhibit A:

The Engineer shall complete all study, report, preliminary design, final design, surveying, bid management, construction management, inspection, final certification, project administration, and all related activities with respect to completing the Project as described in the funding agency application and in accordance with the deadlines as stipulated in the Letter of Intent to Fund dated August 24, 2022. Detailed scope and services for the engineering phase of the work is further detailed in Exhibit A.

Owner and Engineer further agree as follows:

#### 1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period at a minimum, but will endeavor to expedite each phase of the project to complete the work in advance of the milestones as follows and included in the NCDEQ Letter of Intent to Fund dated August 24, 2022 (attached):

Engineering Report Submittal:

July 1, 2023

**Engineering Report Approval:** 

November 1, 2023

Bid and Design Package Submittal:

May 1, 2024

Bid and Design Package Approval:

August 1, 2024

bid and besign rackage Approvan

September 1, 2024

Advertise Project, Receive Bids, and Obtain Authority to Award:

Danishau 1 2024

**Execute Construction Contract:** 

December 1, 2024

If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.

C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

#### 2.01 Payment Procedures

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition. Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

#### 2.02 Basis of Payment—Lump Sum

- A. Owner shall pay Engineer for Services as follows:
  - The following lump Sum amounts for the noted services as specified in this agreement:

ER Preparation:	\$25,000.00
Surveying:	\$25,000.00
Preliminary Design:	\$800,000.00
Final Design:	\$150,000.00
Bid Management:	\$48,000.00
Construction Phase Engineering & Inspection:	\$822,000.00
Final Certification & Closeout:	\$40,000.00
Easement Preparation:	\$20,000.00

2. In addition to the Lump Sum amount, reimbursement for the following expenses: Permit fees and wetland delineations / permitting. These fees and services are estimated to be \$25,000.00. LKC will not incur cost above this amount without Owner approval.

- B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
- 2.03 Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

#### 3.01 Termination

A. The obligation to continue performance under this Agreement may be terminated:

#### 1. For cause,

 a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
 Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

#### b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.1.
- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- 2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

Page 3

#### 4.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  - any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
  - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
  - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

#### 6.01 Total Agreement

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### 7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments:

Appendix 1, Engineer's Standard Hourly Rates

Exhibit A - Engineer's Services

Exhibit B - NCDEQ Letter of Intent to Fund dated August 24, 2022

Owner: Town of Fairmont Engineer: LKC Engineering, PLLC By: By: Print name: Print name: Jerome Chestnut Title: Town Manager Title: Principal Date Signed: Date Signed: 6-23-2023 Engineer License or Firm's Certificate No: P-1095 State of: North Carolina Address for Owner's receipt of notices: Address for Engineer's receipt of notices: 140 Aqua Shed Court Aberdeen, NC 28315

THE CAN

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is

indicated on page 1.



#### **Memorandum for Record**

TO:

Mayor and Commissioners, Town of Fairmont

FROM:

Jerome Chestnut, Town Manager

DATE:

July 12, 2023

REF:

Executive/Closed Session GS 143-318.11 (a) (6) (Tab – 7)

#### **Background**

(a) Permitted Purposes. — It is the policy of this State that closed sessions shall be held only when required to permit a public body to act in the public interest as permitted in this section. A public body may hold a closed session and exclude the public only when a closed session is required:

(6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee.

#### **Recommendation:**

The Town Manager recommends that the Board of Commissioners consider and approve the motion to go into Executive/Closed Session in accordance with NC GS 143-318.11 (a) (6).

# TOWN OF FAIRMONT MONTHLY REPORTS



**JULY 2023** 



## **Fairmont Police Department**

Monthly Police Department Report					
Date:	JULY 2, 2023	To:	Jerome Chestnut		
Ref:	Monthly Report for 2023	From:	Jon Edwards, Chief of Police		

### **Breakdown of Month Statistics-Police**

Type of Service/ Activity	Jan. 2023	Feb. 2023	Mar. 2023	Apr 2023	May 2023	June 2023	July 2023	Aug. 2023	Sept 2023	Oct 2023	Nov 2023	Dec 2023	Yr to Date
Missing/Runaway	1	2	0	1	2	1							
Arrests	5	8	7	4	14	10				,			
Accidents	10	6	6	6	9	8							
Citations	39	52	13	5	107	82							
Thefts	8	11	9	8	9	7							
Homicides/Suicide	0	0	0	0	0	0							
Robberies	0	0	0	0	1.	1							
B & E	3	7	4	9	8	1							
Assaults	1	3	1	4	6	5							
Narcotics	2	5	0	1	0	1							
Subpoenas Served	13	9	17	16	19	7							
Vandalism	7	5	3	2	6	6					"		
Cash Value of Recovered Property	11,800	10,153.08	144.99	2020.00	65,030	2025.00							
All Other	14	18	17	15	24	15		:					

<sup>\*\*</sup>Note\*\*: (S) stands for Suicide



#### FAIRMONT FIRE DEPARTMENT

#### MONTHLY REPORT: JUNE 2023 PREPARED BY: VERONICA HUNT, ADMINISTRATIVE FIRE CHIEF

EVENT	STATISTIC
STRUCTURE FIRES	<b>0</b>
FIRE ALARMS	0
VEHICLE/AUTO FIRES	0
MOTOR VEHICLE ACCIDENT	2
TREE. GRASS, BRUSH, ETC. OUTSIDE FIRES	1
UTILITY LINE DOWN	0
TREE DOWN	0
ASSISTANCE TO OTHER AGENCIES	3 (EMS) 2 (FIRE
ELECTRICAL/LINE FIRES	0
TRAFFIC CONTROL	0
DUMPSTER FIRES	0
GAS LEAKS	<i>0</i>
SERVICE CALL	1
ELECTRICAL HAZARD	0
TOTAL FIRE CALLS	9

RECEIVED GRANT FROM THE STATE FIRE MARSHAL'S OFFICE FOR 54 SMOKE ALARMS. PUT SMOKE DETECTORS IN 22 HOMES AND 7 OF THE HOMES HAD NO SMOKE ALARMS.

## **TOWN OF FAIRMONT**



## **Monthly Report**

Gasoline On Hand Gals 5860

## Month of June 2023

Coun	ter	Pres. Reading	Past Reading	AUND
A-1	Reggie	27541.6	27505.7	35.9 Sewer
A-2	Ronnie	48134,5	48006.0	128.5 PWA
A-3	Devin	19292,0	19158.8	133.2 Water 11gal. In #5
A-4	Howard	28302,4	28254.6	47.8 Sewer
A-5	Spare	17814.9	17814.9	0.0 Water
A-6	Spare	8941.7	8941.7	0.0 Water
A-7	Alan	14619,4	14619.4	0.0 St
A-8	Spare	35630.5	35630.5	0.0 Police
A-9	Johnny	27785.0	27754.4	30.6 Sewer
A-10	Spare	27327.4	27327.4	0.0 Sewer
B-1	Fire	21282.2	> 21266.0	16.2 Fire
B-2	#132 Spare	19018.6	19018.6	0.0 Police
B-3	K. Bullard	36699.0	36596.8	102.2 Police
B-4	Spare	28695.0	28695.0	0.0 St
B-5	Police	34448.3	34448.3	0.0 Police
B-6	Inmate Van	28627.9	28514.7	113.2 PWA
B-7	R. Gibson	26368.3	26237.5	130.8 Police
B-8	Tommy	32398,2	32202.1	196.1 Water 65gal. To B
B-9	J. Edwards	27459.8	27292.7	167.1 Police
B-10	Spare	23256.5	23256.5	0.0 Police
C-1	` 24	30331,0	30234.8	96.2 Water
C-2	C. Maynor	36569,2	36455.1	114.1 Water
C-3	Spare	13485.8	13485.8	0.0 St
C-4	Spare	28502,2	28502.2	0.0 Sewer

Counte	er	Pres. Reading	Past Reading	
C-5	Spare	15207.8	15207.8	0.0 Police
C-6	#14	52647.8	52618.2	29.6 Sewer
C-7	Spare	20269.0	20153.4	115.6 Water
C-8	Spare	21413.1	21413.1	0.0 ADM
C-9	Spare	15489.9	15219.8	270.1 Police
C-10	Spare	7541.2	7541.2	0.0 Police
D-1	Fire	10224.1	10224.1	0.0 Fire
D-2	Thompson	19031.0	18920.0	111.0 Police
D-3	D. Đavis	18386.7	18386.7	0.0 Police
D-4	B. Jacobs	6509.6	6313.1	196,5 Police
D-5	Earl	16563.7	16500.5	63,2 Police
D-6	Spare	10391,8	10376.8	15.0 Police
D-7	Ricky	4185,9	4073,9	112.0 Sewer
D-8	Jeffery	9236.0	9170,9	65.1 Water
D-9	Spare	8548.9	8548,9	0.0 Police
D-10	S.R. Rescue	2881.9	2850.9	31.0 S. Rob Rescue
Diesel (	On Hand		2000.5	DITO DI ILON ILONGO
On Roa	ad			
Gals	763			
Counte	er	Pres. Reading	Past Reading	
A-1		9322.3	9322.3	0.0 Fire
A-1 A-2		9322.3 132.7	9322.3 132.7	0.0 Fire 0.0 Fire
			· ·	0.0 Fire
A-2 A-3		132.7	132.7	0.0 Fire 0.0 Fire
A-2 .	49	132.7 46976.8	· ·	0.0 Fire 0.0 Fire 0.0
A-2 A-3 <b>A-10</b>	49 spare	132.7 46976.8	132.7 46976.8	0.0 Fire 0.0 Fire 0.0 87.5 Sant
A-2 A-3 A-10 C-1		132.7 46976.8 5208.5	132.7 46976.8 5121.0	0.0 Fire 0.0 Fire 0.0 87.5 Sant 101.5 Sewer
A-2 A-3 A-10 C-1 C-2	spare	132.7 46976.8 5208.5 16014.8 4105.9	132.7 46976.8 5121.0 15913.3	0.0 Fire 0.0 Fire 0.0 87.5 Sant 101.5 Sewer 20.0 S Rob Rescue
A-2 A-3 A-10 C-1 C-2 C-3	spare S.R. Rescue	132.7 46976.8 5208.5 16014.8 4105.9	132.7 46976.8 5121.0 15913.3 4085.9	0.0 Fire 0.0 Fire 0.0 87.5 Sant 101.5 Sewer 20.0 S Rob Rescue 0.0 Water
A-2 A-3 A-10 C-1 C-2 C-3 C-4	spare S.R. Rescue 82	132.7 46976.8 5208.5 16014.8 4105.9 9070.1 20.0	132.7 46976.8 5121.0 15913.3 4085.9 9070.1	0.0 Fire 0.0 Fire 0.0 87.5 Sant 101.5 Sewer 20.0 S Rob Rescue
A-2 A-3 A-10 C-1 C-2 C-3 C-4 C-5	spare S.R. Rescue 82 S.R. Rescue	132.7 46976.8 5208.5 16014.8 4105.9 9070.1 20.0	132.7 46976.8 5121.0 15913.3 4085.9 9070.1 20.0	0.0 Fire 0.0 Fire 0.0 87.5 Sant 101.5 Sewer 20.0 S Rob Rescue 0.0 Water 0.0 S. Rob Rescue 0.0 Sant
A-2 A-3 A-10 C-1 C-2 C-3 C-4 C-5 C-6	spare S.R. Rescue 82 S.R. Rescue	132.7 46976.8 5208.5 16014.8 4105.9 9070.1 20.0 2984.0 7566.4	132.7 46976.8 5121.0 15913.3 4085.9 9070.1 20.0 2984.0	0.0 Fire 0.0 Fire 0.0 87.5 Sant 101.5 Sewer 20.0 S Rob Rescue 0.0 Water 0.0 S. Rob Rescue
A-2 A-3 A-10 C-1 C-2 C-3 C-4 C-5 C-6 C-7	spare S.R. Rescue 82 S.R. Rescue 58 Sweeper	132.7  46976.8  5208.5  16014.8  4105.9  9070.1  20.0  2984.0  7566.4  1503.3	132.7 46976.8 5121.0 15913.3 4085.9 9070.1 20.0 2984.0 7504.4	0.0 Fire 0.0 Fire 0.0 87.5 Sant 101.5 Sewer 20.0 S Rob Rescue 0.0 Water 0.0 S. Rob Rescue 0.0 Sant 62.0 St 161.9 Sant
A-2 A-3 A-10 C-1 C-2 C-3 C-4 C-5 C-6 C-7	spare S.R. Rescue 82 S.R. Rescue 58 Sweeper 40	132.7 46976.8 5208.5 16014.8 4105.9 9070.1 20.0 2984.0 7566.4 1503.3	132.7 46976.8 5121.0 15913.3 4085.9 9070.1 20.0 2984.0 7504.4 1341.4	0.0 Fire 0.0 Fire 0.0 87.5 Sant 101.5 Sewer 20.0 S Rob Rescue 0.0 Water 0.0 S. Rob Rescue 0.0 Sant 62.0 St
A-2 A-3 A-10 C-1 C-2 C-3 C-4 C-5 C-6 C-7 C-8 C-9 C-10	spare S.R. Rescue 82 S.R. Rescue 58 Sweeper 40 82 Bus	132.7 46976.8 5208.5 16014.8 4105.9 9070.1 20.0 2984.0 7566.4 1503.3 8997.9	132.7 46976.8 5121.0 15913.3 4085.9 9070.1 20.0 2984.0 7504.4 1341.4 8997.9	0.0 Fire 0.0 Fire 0.0 87.5 Sant 101.5 Sewer 20.0 S Rob Rescue 0.0 Water 0.0 S. Rob Rescue 0.0 Sant 62.0 St 161.9 Sant 0.0 St
A-2 A-3 A-10 C-1 C-2 C-3 C-4 C-5 C-6 C-7 C-8 C-9 C-10	spare S.R. Rescue 82 S.R. Rescue 58 Sweeper 40 82 Bus	132.7 46976.8 5208.5 16014.8 4105.9 9070.1 20.0 2984.0 7566.4 1503.3 8997.9	132.7 46976.8 5121.0 15913.3 4085.9 9070.1 20.0 2984.0 7504.4 1341.4 8997.9	0.0 Fire 0.0 Fire 0.0 87.5 Sant 101.5 Sewer 20.0 S Rob Rescue 0.0 Water 0.0 S. Rob Rescue 0.0 Sant 62.0 St 161.9 Sant 0.0 St
A-2 A-3 A-10 C-1 C-2 C-3 C-4 C-5 C-6 C-7 C-8 C-9 C-10	spare S.R. Rescue 82 S.R. Rescue 58 Sweeper 40 82 Bus	132.7  46976.8  5208.5  16014.8  4105.9  9070.1  20.0  2984.0  7566.4  1503.3  8997.9  380.2	132.7 46976.8 5121.0 15913.3 4085.9 9070.1 20.0 2984.0 7504.4 1341.4 8997.9	0.0 Fire 0.0 Fire 0.0 87.5 Sant 101.5 Sewer 20.0 S Rob Rescue 0.0 Water 0.0 S. Rob Rescue 0.0 Sant 62.0 St 161.9 Sant 0.0 St
A-2 A-3 A-10 C-1 C-2 C-3 C-4 C-5 C-6 C-7 C-8 C-9 C-10	spare S.R. Roscue 82 S.R. Rescue 58 Sweeper 40 82 Bus	132.7  46976.8  5208.5  16014.8  4105.9  9070.1  20.0  2984.0  7566.4  1503.3  8997.9  380.2	132.7  46976.8 5121.0 15913.3 4085.9 9070.1 20.0 2984.0 7504.4 1341.4 8997.9 380.2	0.0 Fire 0.0 Fire 0.0 87.5 Sant 101.5 Sewer 20.0 S Rob Rescue 0.0 Water 0.0 S. Rob Rescue 0.0 Sant 62.0 St 161.9 Sant 0.0 St 0.0 Bus
A-2 A-3 A-10 C-1 C-2 C-3 C-4 C-5 C-6 C-7 C-8 C-9 C-10 Diesel 0 Off Roa Gals	spare S.R. Roscue 82 S.R. Rescue 58 Sweeper 40 82 Bus	132.7  46976.8  5208.5  16014.8  4105.9  9070.1  20.0  2984.0  7566.4  1503.3  8997.9  380.2	132.7  46976.8 5121.0 15913.3 4085.9 9070.1 20.0 2984.0 7504.4 1341.4 8997.9 380.2	0.0 Fire 0.0 Fire 0.0 87.5 Sant 101.5 Sewer 20.0 S Rob Rescue 0.0 Water 0.0 S. Rob Rescue 0.0 Sant 62.0 St 161.9 Sant 0.0 St 0.0 Bus
A-2 A-3 A-10 C-1 C-2 C-3 C-4 C-5 C-6 C-7 C-8 C-9 C-10 Diesel 0 Off Roa Gals	spare S.R. Roscue 82 S.R. Rescue 58 Sweeper 40 82 Bus	132.7  46976.8  5208.5  16014.8  4105.9  9070.1  20.0  2984.0  7566.4  1503.3  8997.9  380.2	132.7  46976.8 5121.0 15913.3 4085.9 9070.1 20.0 2984.0 7504.4 1341.4 8997.9 380.2	0.0 Fire 0.0 Fire 0.0 87.5 Sant 101.5 Sewer 20.0 S Rob Rescue 0.0 Water 0.0 S. Rob Rescue 0.0 Sant 62.0 St 161.9 Sant 0.0 St 0.0 Bus
A-2 A-3 A-10 C-1 C-2 C-3 C-4 C-5 C-6 C-7 C-8 C-9 C-10 Diesel 0 Off Roa Gals	spare S.R. Roscue 82 S.R. Rescue 58 Sweeper 40 82 Bus	132.7  46976.8  5208.5  16014.8  4105.9  9070.1  20.0  2984.0  7566.4  1503.3  8997.9  380.2	132.7  46976.8 5121.0 15913.3 4085.9 9070.1 20.0 2984.0 7504.4 1341.4 8997.9 380.2	0.0 Fire 0.0 Fire 0.0 87.5 Sant 101.5 Sewer 20.0 S Rob Rescue 0.0 Water 0.0 S. Rob Rescue 0.0 Sant 62.0 St 161.9 Sant 0.0 St 0.0 Bus

#### **Public Works Department**

#### **Sanitation Division**

- 1. Made Routine Pick up of Domestic Garbage
- 2. Remarks: Garbage pick up on regular basis by Waste Management

#### Water Division

4	Dead		
	l. Read	water	meter.

2. Worked reread list of	60
3. Cut off unpaid accounts of.	101
4. Turned water off.	1
5. Turn water on.	9
6. Repaired water leaks.	4
7. Made water connection.	0
8. Raised water meters.	0
9. Replaced water meters.	11
10. Reread water meters.	3
11. Pulled or locked unpaid accounts.	4
12 Danfarmed Danish Maint At the Willest	

12. Performed Routine Maint. At the Well site.

13. Remarks: Repair water leaks at these Location. Rawls, Madison, S. Main, Red Cross

#### **Powell Bill Division**

2. Replaced missing or damaged street signs.	0
3. Mowed lots.	12
4. Pick up Stray animals.	6
5. Pick up Dead animals.	2

6. Made routine repairs of streets.

7. Remarks:	Filled Pot Holes	With Cold Patch
, i itelikus iks	I IIIOG I OU IIOIOS	man cold I deel

#### **Sewer Division**

1.Flush sewer lines out. 5

2. Made sewer connection. (

3. Performed routine maintenance & service at the sewer plant.

4. Remarks: Flush lines at these locations. Taylor, Maple, S. Main, Alley, Madison

## **Total Gallons Consumed**

Section	Month of June 2023
PWA	241.7
Street	0.0
Water	720.3
Police	1171.5
Sanitation	0.0
Fire	16.2
Sewer	255.9
S.Rob Rescue	31
Total	2436.6

<b>Diesel Consumed</b>	On Road	Off Road
Sanitation	249.4	0.0
Street	62.0	0.0
Water	0.0	30.3
Fire	0.0	0.0
Sewer	101.5	0.0
Bus	0.0	0.0
S.R.Rescue	20.0	0.0

	Water Accountability
Gallons Pumped	8.300
Gallons Billed	5.70
Percent	68%
	Sewer Plant
Total Gallons	16.647
<b>Average For The Month</b>	0.56
Total Rainfall	4.4"
Water Leaks	

#### **Public Works Department Month of Ju ay 2023**

Garage	Division
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A.46		<b>I</b> ?
В.		
C.		
D.		
E.		
2.Performe	ed Schedule	ed Maintenance Service To:
A.14		
B.23		
C.86		
D.		
E.		
3. Major R	cpairs to F	ollowing Vehicles:
Parts		
Tax		
Frt		
Outside W	ork	
Total	\$0.00	
~	All Vehicle	es
Estimate L	abor	
Parts		\$614.20
Outside W	ork	
Tax	\$43.02	
Frt		
<b>Grand Tot</b>	al	\$657.22

1. Made Repairs To The Following Vehicles:

# Public Works Gas Report 7/5/2023

Gas Key #	Name	How Many Gallons
A-2	Ronnie Seals	128.5
C-1	#24	96.2
A-9	Johnny Britt	30.6
A-3	Spare	133.2 <b>11 gal. #5</b>
A-7	Alan Leggett	0
B-4	Spare	0
B-6	Inmate Van	113.2
A-1	Reggie Nealy	35.9
A-10	Spare	0.0
A-4	<b>Howard Lennon</b>	47.8
C-6	<b>#14</b>	29.6
C-4	Spare	0.0
B-8	Tommy Fields	196.1 65 gal. to Boardman
<b>D-7</b>	Ricky Lewis	112.0
<b>D-8</b>	Jeffery Bullock	65.1
<b>C-2</b>	Chad Maynor	114.1
D-5	Earl Chavis	63.2

Total 1165.5

#### To Town Manager: Jerome Chestnut

FROM: PUBLIC WORKS

**REF: MAJOR LOSS & REPAIR REPORT** 

6/1/2023

1 A. ITEM #14

B. Damage Changed oil, Installed Kill Switch, Changed bulb

C. Cost to Repair \$217.19

2 A. Item #86

B.Damage Added DEF

C. Cost to Repair \$33.70

3 A. Item #46

B. DAMAGE Changed Fuel Pump, Filters, & AC Sensor

C. Cost to Repair \$221.71

4 A. ITEM #23

**B. DAMAGE** New Battery

C. Cost to Repair \$181.89

5 A. ITEM

**B. DAMAGE** 

C. Cost to Repair

6 A.Item

B. Damage

C. Cost to Repair

7 A. ITEM

**B.DAMAGE** 

C. Cost to Repair

8 A. ITEM

**B.DAMAGE** 

C. Cost to Repair