



Board of Commissioners Regular Meeting Agenda

**Tuesday, May 7, 2024
6:30 PM**

Location: 28 N Raleigh Street, Angier, NC 27501

Call to Order

Pledge of Allegiance

Invocation led by

Approval of Agenda

Presentations

None

Public Comment

Anyone may speak on any issue. If you want to speak at a public hearing, please wait until the public hearing has been opened on that particular item. Before speaking, please state your name & address. Please limit comments to 3 minutes.

Consent Agenda

1. **Approval of Minutes**
 - a. [April 2, 2024 – Regular](#)
 - b. [April 11, 2024 – Budget Retreat](#)

Public Hearings

1. **[Conditional Zoning Text Amendment](#) – (Jeff)**
 - a. Ordinance Amendment – Changes made to Planned Unit Developments and Multifamily Uses
2. **[Uses within the CP Zoning District Text Amendment](#) – (Jeff)**
 - a. Ordinance Amendment – Uses in the Commerce Park Zoning District

New Business

1. **[Contracting with an Elected Official](#) – (Elizabeth)**
 - a. Consideration and approval for authorization to Purchase Goods from an Elected Official.

2. **RFQ On-Call Agreements – (Elizabeth)**
 - a. Consideration and approval of RFQ’s for On-Call Engineering and Professional Services.
3. **Strategic Plan and Dashboard – (Elizabeth)**
 - a. Consideration and approval of the Strategic Plan Report and Key Performance Indicators.
4. **Podcasts to Increase Community Engagement – (Mayor Jusnes)**
 - a. Consideration and approval of 6 videos of a podcast filmed with different Department Directors to increase knowledge of Town initiatives.

Old Business

1. **CAMPO’s Updated MOU – (Elizabeth)**
 - a. Updated Memorandum of Understanding to include additional municipalities along with some administrative changes.
2. **Angier SRP-D-134-0067 Funding Offer for Water Distribution Core System Replacement & Junny Rd. 500,000 Gallon Elevated Tank – (Bill)**
 - a. Consideration and approval of American Rescue Plan Amended Project Ordinances.
3. **USDA Budget Update – (Elizabeth)**
 - a. Consideration and approval to use the interim financing amount of \$200,000 as the Town’s contribution toward this project and direct staff to draft a letter to be signed by the Mayor and submitted to USDA

Manager’s Report

Staff Reports

Community Development

Parks & Recreation

Finance

Public Works

Planning & Inspections

Police Department

Mayor and Town Board Reports

Closed Session pursuant to NCGS 143-318.11 (a)(5) to discuss possible property acquisition.

Adjourn

****IN ACCORDANCE WITH ADA REGULATIONS, PLEASE NOTE THAT ANYONE WHO NEEDS AN ACCOMMODATION TO PARTICIPATE IN THE MEETING SHOULD NOTIFY THE TOWN CLERK AT 919.331.6703 AT LEAST 48 HOURS PRIOR TO THE MEETING****

CONSENT AGENDA

**Town of Angier
Board of Commissioners
Tuesday, April 2, 2024, 6:30 P.M.
Angier Municipal Building
28 North Raleigh Street
Minutes**

The Town of Angier convened during a regularly scheduled Board of Commissioners meeting on Tuesday, April 2, 2024, in the Board Room inside the Municipal Building at 28 North Raleigh Street.

Members Present: Mayor Bob Jusnes
Mayor Pro-tem Sheveil Harmon
Commissioner Jim Kazakavage
Commissioner Loru Hawley
Commissioner Ashley Strickland

Members Excused:

Staff Present: Town Manager Elizabeth Krige
Town Clerk Veronica Hardaway
Project Manager Jimmy Cook
Chief of Police Lee Thompson
Community Development Coordinator Crissy Porter
Parks & Recreation Director Derek McLean
Finance Director Samantha Sleeter
Town Attorney Dan Hartzog Jr.

Others Present:

Call to Order: Mayor Jusnes presided, calling the Board of Commissioners meeting to order at 6:30 p.m.

Pledge of Allegiance: Former Commissioner Alan Coats led the pledge of allegiance.

Invocation: Former Mayor Bob Smith offered the invocation. He offered condolences to Lester Stancil's family on his passing.

Approval of the April 2, 2024 meeting agenda: The Town Board approved the agenda with the following amendment: remove item #7.

Board Action: The Town Board voted to approve the agenda as amended.

Motion: Commissioner Hawley

Vote: 4-0; unanimous

Public Comment

ABC Board Chair Fran Bishop presented a distribution check of \$300,000 check to the Town.

Gail Gray, 326 Roy Adams Road, shared concern about a large development company working near her home. She stated she has experienced damage to her home due to the ground shaking from the machines being used. It has been extremely noisy and her house is full of dust. They've had to alter the access to their backyard. The development company leaves food and garbage behind without cleaning up after themselves and are extremely disrespectful. There's also a lot of speeding going on down her road by construction trucks.

Mayor Jusnes directed Ms. Gray to leave her contact information with the Clerk before leaving.

Consent Agenda

1. Approval of Minutes

- a. March 5, 2024 – Regular
- b. March 19, 2024 – Workshop

Board Action: The Town Board unanimously voted to approve the consent agenda as presented.

Motion: Commissioner Kazakavage

Vote: 4-0; unanimous

New Business

1. Resolution #R005-2024 to Adopt the 2021 Records Retention Schedule

Town Clerk Veronica Hardaway stated that the Town of Angier has been adhering to the North Carolina Department of Natural and Cultural Resources Division of Archives and Records Retention and Disposition Schedule since 2012. In October of 2021, the NC DNCR released an updated records schedule for local government agencies that must be adopted by all Municipalities that follow the general schedule. Upon adoption, the new schedule supersedes previous versions of this schedule and any localized amendments; it is to remain in effect from the date of approval until it is reviewed and updated. The signature page should be signed and submitted to NCDNCR. The complete Record Retention Schedule will be available in the Clerk's office.

Board Action: The Town Board unanimously voted to approve Resolution #R005-2024 to adopt the 2021 Records Retention Schedule for Local Government Agencies.

Motion: Mayor Pro-tem Harmon

Vote: 4-0; unanimous

2. Water Tank Schedule

Project Manager Jimmy Cook reviewed the Water Tank and Booster Pump Station schedule along with the Core Replacement schedule.

500,000 Gallon Elevated Tank & Booster Pump Station

- March 1, 2024 Approval from Division of Water Infrastructure for Design and Bid Package
- March 15, 2024 Begin Advertising
- April 11, 2024 Pre-Bid Conference
- April 25, 2024 Receive Bids
- May 7, 2024 Resolution of Tentative Award by Council
- May 9, 2024 Forward Bid Information Package to Division of Water Infrastructure
- June 10, 2024 Receive Authorization to Award from DWI
- June 18, 2024 Formal Award by Council / Begin Contract Execution
- July 24, 2024 Pre-Construction Conference – Issue Notice to Proceed for 450-day contract time
- October 15, 2025 Substantial Completion – Project Ready for Use

The Junny Road Water Tank is a combination project of the water tank and a Booster Station. The Booster Station site will be located off of Tippet Road on the property that was purchased. When this project gets bid out they will be bid on separately. Once the Junny Road tank is up and running along with the Booster Station, everything will be switched over to one pressure zone for the whole Town. The existing Junny Road tank and Dora St. tank will then be taken offline.

Water Distribution Core System Replacement

- June 1, 2024 Bid & Design Package Submittal
- October 1, 2024 Bid & Design Package Approval
- December 1, 2024 Advertise, Bid, Submit Bid Info, ATA
- December 30, 2024 Execute Construction Contract
- July 1, 2026 Final Certification and Closeout

3. Bike Fest

Gene Joslyn, Bike Fest Organizer, reminded the Board that Bike Fest is May 30 – June 2nd this year. He requested additional road closures off S. Broad St. E. in front of the Smoke Shop down to McIver Street for safety of the riders. The request is from early morning until about 5pm on Sunday, June 2nd. He also requested the area in front of Town Hall be available to safely park 100-300 bikes.

The Board asked if the streets would remain closed while the bike run was going on Sunday to which Mr. Joslyn stated yes and that he has been in contact with the businesses along that area.

Board Action: The Town Board voted to approve the additional road closure request for Bike Fest Sunday, June 2nd.

Motion: Commissioner Kazakavage

Opposed: Mayor Pro-tem Harmon

Vote: 3-1; motion carried

4. Harnett County SRO Agreement Amendment

Chief of Police Lee Thompson stated the new School Resource Officer Reimbursement agreement for Angier Elementary School has already come before the Angier Town Board of Commissioners for approval and was approved January 10th 2024. This amendment to the SRO program reimbursement agreement is to include a one-time bonus of \$5,000.00 for the SRO position. No financial impact for the town, Harnett County will reimburse the bonus payment of \$5,000.00.

Board Action: The Town Board voted unanimously to approve the School Resource Officer Reimbursement Agreement amendment to include a one-time \$5,000 bonus.

Motion: Mayor Pro-tem Harmon

Vote: 4-0; unanimous

5. Road Closure for Earth Day

Community Development Coordinator Crissy Porter requested the approval to close S. Broad Street between Depot Street and Lillington Street, and the closure of E. Lillington Street from Ellington Studios to S. Broad from the hours of 7 am – 10 pm on Saturday April 20, 2024 to accommodate vendors and to facilitate the creation of festival grounds by barricading Depot Square and parking lot for food trucks and beer garden vendors. No alcohol will be permitted in the Depot itself or outside of the festival grounds. Support will be needed by the Angier Police Department in ensuring Public Safety, and Public Works in providing and setting up barricades.

Board Action: The Town Board voted unanimously to approve the closure of S. Broad Street between Depot Street and Lillington Street, and the closure of E Lillington St. from Ellington Studios to S. Broad St. from the hours of 7am – 10pm on April 20, 2024 to accommodate vendors and to facilitate the creation of Angier Earth Day festival grounds by barricading Depot Square and parking lot.

Motion: Commissioner Strickland

Vote: 4-0; unanimous

6. Road Closure for Concert Series and Makers Markets

Crissy Porter requested the approval to close the Depot parking lot and square for the Common Ground Concert Series on 4/11; 5/2; 5/26; 6/13 from 12 pm – 10 pm to facilitate the creation of festival grounds and provide space for food trucks and beer garden and Makers Market vendors. No alcohol will be permitted in the Depot itself or outside of the festival grounds. Support will be needed by the Angier Police Department in ensuring Public Safety, and Public Works in providing and setting up barricades.

Board Action: The Town Board voted unanimously to approve the closure of the Depot parking lot and Depot Square for the creation of the Common Ground Concert Series and Makers Market festival grounds.

Motion: Mayor Pro-tem Harmon
Vote: 4-0; unanimous

7. Scope of Work for Grant Writing

Town Manager Elizabeth Krige stated the NC League of Municipalities are offering up to \$30,000 in grant writing assistance to towns. This program is free of charge to the town and will provide a dedicated grant writer to assist the town with potential grants.

Board Action: The Town Board voted unanimously to approve the scope of work for grant writing through the NC League of Municipalities.

Motion: Commissioner Strickland
Vote: 4-0; unanimous

8. Park Purchase Agreement

Ms. Krige stated the town owns 110 acres at the end of Campbell Street which the town intends to develop as a park. To date, the only access has been a utility easement. The owners of the property have agreed to sell the town 760 feet by 60 feet for the construction of a road to the park for \$21,000.

Board Action: The Town Board voted unanimously to approve the MOU between the owners of the property and the Town of Angier and to authorize the Town Manager to execute the agreement.

Motion: Commissioner Kazakavage
Vote: 4-0; unanimous

Manager's Report

Ms. Krige updated the Board on various items:

Strategic Plan Update

At our last meeting, Gary Jackson from McGill Associates led the Board through selection of the strategic priorities that will guide the manager and staff for the next several years. Department Heads will meet with Gary to identify the goals and key performance indicators next week.

Police Department Project

The selection committee met to interview the top three scoring firms. Staff is working on a contract for your approval on May 7th. Keep in mind that USDA must approve the contract before the Board can approve it.

Budget Retreat on April 11th

Staff has been working on budget proposals for fiscal year 2025. We will discuss revenues and expenditures, departmental requests, capital expenditures, the downtown visioning plan, and minimum housing. The public is invited to attend.

Mayor & Town Board Reports

Mayor Jusnes stated the Board's Budget Retreat will be April 11th from 9-3pm in the Board Room and is open to the public.

Staff Appreciation Picnic is on May 10th for Town staff and their families. The Board is facilitating this event.

Mayor Pro-tem Harmon stated the Pedestrian Steering Committee met as a group and had really great conversation about some hot spots around town.

Board Action: The Town Board voted to go into Closed Session pursuant to NCGS 143-318.11 (a)(5) to discuss possible property acquisition at approximately 7:24pm.

Motion: Commissioner Strickland

Vote: 4-0; unanimous

Board Action: The Town Board voted to reconvene in open session at approximately 7:49pm.

Motion: Mayor Pro-tem Harmon

Vote: 4-0; unanimous

Adjournment: Being no further business, the Town Board voted unanimously to adjourn the meeting at 7:49pm.

Motion: Commissioner Hawley

Vote: 4-0; unanimous

Attest:

Robert M. Jusnes, Sr., Mayor

Veronica Hardaway, Town Clerk

**Town of Angier
Board of Commissioners
Annual Retreat
Thursday, April 11, 2023, 4:00 P.M.
Angier Municipal Building
28 N. Raleigh Street
Minutes**

Board of Commissioners

Mayor Bob Jusnes
Mayor Pro-tem Sheveil Harmon
Commissioner Jim Kazakavage
Commissioner Ashley Strickland
Commissioner Loru Hawley

Staff

Elizabeth Krige, Town Manager
Veronica Hardaway, Town Clerk
Jeff Jones, Planning Director
Samantha Sleeter, Finance Director
Brandon Johnson, Interim PW Director
Lee Thompson, Chief of Police
Jimmy Cook, Project Manager
Derek McLean, Parks & Rec Director
Crissy Porter, Community Devel. Coord.

1. **Call to Order:** Mayor Jusnes presided, calling the Annual Board of Commissioners Retreat meeting to order at 9:00 a.m.

Approval of the April 11, 2024 meeting agenda: The Town Board approved the agenda as presented.

Board Action: The Town Board voted to approve the agenda as presented.

Motion: Commissioner Kazakavage

Vote: 4-0; unanimous

2. **Telics Contract for ROW Acquisition**

Project Manager Jimmy Cook stated the Telics contract is to acquire right-of-way and any temporary easements for the Junny Road sidewalk project. The contract has been pre-approved by NCDOT and now its requested to be approved by the Board of Commissioners authorizing the Town Manager to execute. There are approximately 30 parcels covered under the \$105,000 negotiated amount which is an 80/20 match. Any property we have to acquire right-of-way, will be a Town of Angier cost and would be unknown until negotiations with property owners is settled.

Board Action: The Town Board voted to approve the Telics Contract for Right-of-Way Acquisition and authorize the Town Manager to execute.

Motion: Mayor Pro-tem Harmon

Vote: 4-0; unanimous

3. **Mitigation Measures #1 & #2, Grant Resolution**

Mr. Cook explained that the Town Engineer is applying for grant funding for Mitigation Measure #1 & #2. These measures are part of our Southwest Drainage Basin Study going from Highway 55 up to Carly C's. If awarded, this will be 100% grant funded at no cost to the Town.

Board Action: The Town Board voted to approve Resolution #R006-2024 to accept the grant application for the Southwest Drainage Basin Mitigation Measure #1 & Mitigation Measure #2.

Motion: Commissioner Kazakavage

Vote: 4-0; unanimous

4. Downtown Visioning Plan by NC State

Town Manager Elizabeth Krige stated the pandemic slowed the progress of the data collection and formulation of the recommendations of this project that started in 2019. There are some good suggestions in the plan; however, it does not come with cost estimates. If there are ideas the Board would like to see implemented there will be an additional step to get cost estimates. The project overview includes public input and findings, existing conditions and analysis, the vision plan, and the design and planning recommendations. This plan identified what was important to Angier which is character and identity, accessibility and connectivity, resilience and economy, and enjoyment and health.

Some of the proposed recommendations to be addressed are already being addressed by the Board such as increased parking and making pedestrian facilities safer through the Pedestrian Plan. The downtown and its boundaries were identified as: between E Roy St. on the north side and McIver St. on the south side; between Cross St. on the west side and Hickory St. on the east side. The plan designates downtown as including areas across Hwy 55. The boundaries of business core were identified as: between Williams St. on the north side and Lillington St. on the south side; between NC 55 on the west side and Willow St. on the east side.

Some downtown needs and amenities were identified such as parking, traffic, more coffee shops & restaurants, activities, festivals, events, retail, less vacant storefronts. Three top priorities that were mentioned were redeveloping vacant/dilapidated properties, creating a farmer's market, façade improvements and beautification of major streets. The most critical elements to improve downtown was diversify the mix of businesses, create a farmer's market, restore and preserve authentic historical character, entertainment and nightlife, and create more outdoor dining space. The top 3 amenity types include outdoor dining, walking paths, parks & recreational space. The top two most important characteristics to participants of the survey, when parking in downtown Angier its free and safe. A proposal they had was to institute a two-hour parking limit.

Sidewalk conditions were identified as lack of signage and infrastructure that warns vehicles to stop for pedestrians. The Centennial Trail leads to a parking lot instead of a sidewalk. There's lack of signal for pedestrians and the sidewalk is too narrow to accommodate walking, outdoor dining, and social functions altogether.

Goals that were identified:

- Diversify placemaking strategies to support economy and diversity of activities
- Attract new businesses and foster economic growth
- Create vibrant open spaces in downtown Angier for people to gather, play, and relax
- Energize the alleys to enhance connectivity
- Celebrate history of downtown Angier

- Create connections within/to downtown
- Install additional wayfinding signage in downtown
- Improve pedestrian walkability and experiences
- Optimize parking and traffic conditions to support safe pedestrian activity

Another suggested recommendation was to establish a health loop by creating a positive walking experience. Create linkages among amenities and lively destinations and to connect anchor places including the school to other points of interest. Improve existing open spaces and enhance streetscapes. In addition to street parking, seven existing and planned parking lots have been identified in downtown Angier that can be leveraged for after hours and weekend parking.

Suggested Design Recommendations:

- Centennial trail revitalization
- New Angier farmers market
- Courtyard improvements
- Memorial park & Jack Marley Park Plan
- Proposed streetscape typologies
- Signage for pedestrians
- Gateway to downtown Angier

It was the consensus of the Board to look at some of the parking suggestions in the short term between Williams St. and Lillington St.

5. Potential Downtown Projects

Community Development Coordinator, Crissy Porter reviewed a look back on 2023.

- Community Development Coordinator position was vacant for 6 months or more and operations of the Community Development Advisory Board had ceased.
- Since September, the CDAB reconvened its operations, recommended and received approval for the creation of a 501C-3 - the Association for the Advancement of Angier.
- As new members were appointed in November, the board has become better organized by incorporating an operational framework that includes the division of its tasks into a committee framework: Design, Organization, Promotions, and Economic Vitality.
- Elected a President, Vice-president, Secretary and Treasurer for the corporation, the AAA.

Recommendations:

- Expand and revitalize the heart of the Downtown Depot District by developing the South end of Broad Street.
- Prioritize properties in the S. Broad Street area that will be assets in achieving a long-range vision of vibrancy.
- Creatively plan to give Angier more restaurant space, retail, office space and parking.
- That the Board considers a long-range visioning approach to the expansion and revitalization of the downtown Depot District that includes the possibility of the development of new restaurant spaces, retail, office space as well as parking before appropriating funds. Example of an expanded downtown footprint or revitalization using a Public Private Partnership.

Parking Possibilities:

- Partner with downtown businesses that have weekday hours (banks, pharmacy) to expand public parking on weekends and after-hours and provide signage.
- Identify and implement all possibilities for street parking.
- Institute a 2-hour limit for street parking on Depot and Broad.
- Identify properties close to Broad and Depot Streets to acquire for additional lots for parking.

Alleyway behind N. Broad Street:

- Continue to prioritize investing and working with property owners to find a creative solution to the continual deterrent to vibrant downtown redevelopment.

Improve Communications:

- Fund a website update and redesign to include Angier's "story" as well as upcoming developments and is user friendly.
- Fund a monthly paper newsletter to be included in water bill.
- Send Friday email newsletters that briefly highlight what is happening the following week.
- Fund an "Angier Ready" app for important notices (water/public safety) be communicated quickly here as opposed to social media.

Proposed Communications & Event Specialist Position:

- Focuses on the expansion of communications between the town and its residents through newsletters, improved website, direct mail, e-mail, and all social media platforms, Facebook, Instagram, Tik-Tok, Snap-Chat, Twitter, Blogs, Video, podcasts.
- Assists with the coordination and organization of events including a weekly pop-up Farmers Market, as well as permitting required by county, liability waivers, and all administrative activities that need to be done behind the scenes to ensure a well-executed event.

Re-write Town of Angier Rental Policy for Facilities - Recommend that the Town of Angier facility rental policy be re-visited and that facilities (including street closures) be attainable, but not so inexpensive that the town is giving itself away.

Long Range Vision: "Angier Parkway"

- In preparation for the immense growth Angier and the greater community is projected to experience over the next 20-25 years, begin conversations and investigations with Town Engineer about the possibility of working in partnership with land-owners, developers and DOT to build a roadway around the town to alleviate the grid-lock in downtown.
- A modern parkway will provide expanded opportunities for enticing economic development; including industrial space and commercial parks that need ease in shipping and receiving of goods and services.

Public Art – Placemaking

- Invest in sculptures, kinetic art, benches, interactive pieces to be placed along the public greenway/pedestrian plan
- Commission a new mural that depicts a more modern Angier or the future of Angier on the North side of the library

Farmer's Market:

Ms. Porter stated she understands how much work is involved in running a farmer's market. It sounds like a great idea to build a building; however, the farmer's market is not in existence. It's important to be consistent for the farmer to have somewhere to sell product every week at least if not every day. Once the produce is picked it's usually sold the same day or it gets thrown away or given away because it's worthless after that. If the Board wanted to get something started she suggested once a week Saturday morning doing a popup at the Depot Square until Commerce is established.

6. Overview of Revenues, Fund Balance

Town Manager Elizabeth Krige reviewed a look back on 2023.

- Tax rate decreased from .53 to .49.
- Last year was a revaluation year for Harnett County.
- Net position increased by \$921,000.
- The town added \$21,000 to fund balance.
- Ad valorem tax revenue continues to grow due to the increase in the number of new homes.

Fund Balance:

- Fund Balance is the town's savings or rainy-day account
- Statute mandates 8% be held in reserve
- The town has a fund balance policy of maintaining 50% of the previous year's revenue as a reserve
- Total fund balance \$4,437,908 of which \$3,207,491 is unassigned.
- \$595,875 is restricted by state statute
- \$282,267 is restricted for streets (Powell Bill)
- \$352,275 is committed to Parks & Recreation

Tax Rate & Tax Base

- Property tax BASE is the total value of property (real estate, public utility, and personal).
- The tax RATE is the amount charged per \$100 of value.
- If your home is worth \$100,000/ $100=1000 \times .49$ tax rate, you owe \$490 in property taxes.

Ms. Krige reviewed and discussed the Strategic Priorities & Performance Indicators identified by the Board.

Ad Valorem:

- Property tax accounts for 47% of the town's operating revenue.
- Current tax rate is .49/\$100 of valuation.
- To date, the town has collected \$3,376,444, \$27,000 more than the budgeted amount.
- 1 penny of tax rate generates \$69,695 in revenue based on FY 25 tax base.

Revenue Neutral Tax Rate (RNTR):

- The tax rate that produces the same amount of tax revenue using the new tax base.
- Only properties in Wake County were re-evaluated.
- Average increase in value for properties in Angier's jurisdiction was 65%.
- Revenue Neutral Tax rate is .29 per \$100, for Wake County property only.
- At .49 per \$100, this will result in \$383,000 in new revenue.

Budget Projections:

- Ad valorem revenue of \$4,147,175, an increase of \$813,000 over current year.
- Sales tax growth is slowing as consumer spending is slowing. Revenue projection of \$1,928,324. Sales tax accounts for 22% of Angier's revenues.
- DMV revenue is projected to be \$301,643.
- Interest earned on investments is expected to decrease, due to falling interest rates.
- Other intergovernmental revenues-those projections come out at the end of the month.
- Total revenue projection for FY 2025 is \$9,228,660 which includes \$600,000 of fund balance appropriated for grant matching, including a Part F grant for park construction.
- Even with an increase in revenue, several projects are not fully funded.

Employee Pay & Benefits:

- Proposal is to give a 3% COLA on July 1.
- Employees can earn up to 4% merit at their annual evaluation.
- Pay Study conducted by David Hill, \$5,000.
- Health Insurance offerings to remain the same, currently projecting a 10% increase.

Administration Requests:

- Requesting Two new positions.
- Community Development Coordinator under Administration, instead of Planning & Zoning.
- All background checks and drug screens to be charged to Administration Department.
- Worker's Comp and Liability Insurance split out by department.

Fees & Rates – General Fund:

- Road Closure Fee \$500 (new).
- Parks & Recreation Fee increase from \$500 to \$1,000 per lot/unit, resulting in additional \$200,000 of revenue. Total revenue collected on 400 homes is \$400,000.
- Payment in lieu of open space, increase from \$600 to \$1,000 per lot/unit. This option has not been used in the past.

Enterprise Fund – Water/Sewer

- These funds are to be self-supporting, not supplemented by transfers from the general fund.
- This means the fund is treated like a private business.
- The Town should be charging the cost of providing services to the customer.

Water/Sewer How Does Angier Compare?

Municipality	Regulatory (Tap) Fees Water	Regulatory (Tap) Fees Sewer	Total
Angier	\$732	\$799	\$1,531
Dunn	\$1,750	\$1,750	\$3,500
Lillington	\$1,400	\$1,500	\$2,900
Fuquay-Varina	\$2,200	\$1,510	\$3,710

Angier's fees have been the same for at least 12 years. Water tap installation costs \$2,850 for materials and labor. Equipment costs come from the FEMA Schedule of Equipment Rates. Sewer tap installation costs \$3,350 for materials and labor. These increases are needed to fully fund our utility system and to be competitive with peer communities. System Development Fees are unique to each system and the Board cannot change them without a new study. The study and fees were adopted last year. It was the Town Manager's recommendation to utilize the Consumer Price Index (CPI) every year to determine increases.

Funding from other sources:

- Utilizing grants and interest free loans is one strategy the town will use to move projects forward.
- Since July 2023, the town has been awarded \$2,056,000. Lead Service Line replacement, Harnett County Grant and Harnett Arts Grant. Senator Burgin allocated \$50,000.
- We are seeking funding for MM #1 and MM#2 to address flooding issues.

It was the consensus of the Board for the Town Manager to present a recommendation of tap fee increases based on cost. The burden of these costs will not affect existing residents.

7. Harnett County Grant \$50,000

Ms. Krige stated Senator Burgin was able to secure \$50,000 for the Town and she would like some guidance on how the Board wished to spend this money. The restriction of these funds would be that it needs to be spent on a public benefit and has to be within Harnett County and also has to be spent within 1 year of acceptance.

It was the consensus of the Board to utilize the funds to go towards a Veteran Park and to seek estimated costs.

Department Presentations**8. Streets, Water/Sewer**

Interim Public Works Director, Brandon Johnson reviewed Public Works activities.

Public Works maintains the water/sewer and street departments. Public Works inspects all new construction, including water and sewer connections. Those are all inspected and tested by the Public Works department. Along with that, every home that's built, a Certificate of Occupancy needs to be completed by going out to the site and make sure the property is to the Town's specifications. Public Works has 12 Full time employees, 1 Part time employee, 1 Project Manager, and is operated on a \$7.5M budget.

Water Department:

The department maintains approximately 67 miles of water lines. Approximately 20,000,000 gallons of water is purchased from Harnett County each month. They operate and maintain 3 water tanks and 1 booster pump station and also have a new water tank under design.

Dora Street Tank – built in 1936 and still provides quality drinking water to our residents.

Junny Road Tank – soon to be decommissioned with the construction of our new Junny Road tank.

Kennebec Church Road Tank – built in 2017 to help provide adequate pressure for the continuing growth in the northern areas of town.

Additional Duties of Water Department:

- Read and maintain 4,127 water meters
- New water taps and water main repairs
- Compliance monitoring and sampling

Backflow/Cross Connection Program:

- The Town of Angier partners with BSI online to track our backflow customers
- The water department provides approximately 215 customers essential information for testing of their backflow preventers and submitting reports through our third-party company

Sewer Department:

The department operates and maintains 32 miles of sewer lines. Approximately 18 million gallons of wastewater per month is sent to Harnett County for treatment. They operate and maintain 12 sewer pump stations that consist of duplex pumps with controls and backup generators. They operate and maintain a 136-acre wastewater treatment facility that consists of an 8-acre lagoon and 5 irrigation fields. They provide sewer taps for new construction and make sewer main and service repairs.

Additional Duties of Sewer Department:

- Sewer maintenance – providing our residents with 24 hour drain cleaning service
- Pump station operations – 24-hour monitoring of 12 sewer pump stations
- New sewer taps – public works provides new sewer taps for single family homes on in-fill lots within the city limits.

Locating requests responded to by Public Works staff for March 2024 was 906.

New Construction Utility Inspections:

- Public works provides utility inspection services for all new construction developments within our jurisdiction. This includes inspections on installation of water mains, sewer mains, and streets.
- Public works also provides a site inspection on all new home builds within our jurisdiction. This includes inspecting all utilities and streets at the c/o stage of a home build

Streets Department:

The department maintains 33.39 miles of street within our town limits. They provide services to remove leaves, limbs, and household debris on a weekly basis. The streets department maintains storm drainage and ditches within the right-of-way. They provide services for weekly trash and recycle pickup that is subcontracted to Carolina Trash.

Additional Duties of Streets Department:

- Household and Limb removal – we ask residents to place all household and limb debris by the curb on Monday mornings to be collected by the end of the week.
- Leaf removal – we ask residents to place all leaf debris by the curb on Monday mornings to be collected by the end of the week.
- Asphalt repairs – staff completes asphalt repairs from utility cuts and potholes.

Carolina Trash:

The Town has had a contract with Carolina Trash now for 3 years. The original contract is for a five-year term. Carolina Trash proposed a 5.5% CPI rate increase; however, they came back later and stated they would not raise rates if the Town extended their contract for an additional year. The current agreement gives the provision that the Town can extend for two years past the five-year term.

Board Action: The Town Board voted to extend the contract with Carolina Trash for an additional year with no CPI rate increase.

Motion: Commissioner Strickland

Vote: 4-0; unanimous

Public Works Budget Requests:

2 additional employees

Excavator

ODB Leaf Vacuum Truck

This equipment will help staff take on more projects in house such as Lillington St water line replacement, Church St. parking lot water line replacement, Fish Dr. water line extension, W. Church St. 2" water line abandonment, and Church St./McIver St. sewer line replacement. Just on 2 in house projects will help save the Town approximately \$220,000.

Powell Bill Fund:

Public Works maintains 33.9 miles of streets. Resurfacing takes place every two years. The Town of Angier will evaluate streets to determine paving schedule. Evaluating consists of: 1) Condition of existing pavement; 2) How many years has it been since the street was last paved; 3) are there any future utility projects in the area? (core replacement). Public Works is requesting to move \$105,000 from the Powell Bill Fund Balance to the Powell Bill contract services totaling \$308,600 used for street resurfacing.

Town of Angier Proposed Projects:

- Church St. Parking Lot \$400,000 – 43 total parking spaces added along with the replacement of 540 LF of water line
- Information Sign N. Broad St. & NC 55 \$70,000
- Campbell St. Sidewalk Extension \$600,000 – 3,500ft of proposed curb and sidewalk to the proposed park entrance.

Funded Town of Angier Projects:

1. Town of Angier Police Department (USDA Loan) \$5,000,000
2. Junny Rd. Water Tank & Booster Pump Station (ARPA Funds) \$4,456,000
3. Core Water Line Replacement (ARPA Funds) \$5,240,000
4. Lead Service Line Inventory (Grant, Loan Funds) \$1,800,000
5. South Broad St. Drainage Project MM#3 (ARPA, Town Funds) \$800,000
6. Junny Rd. Sidewalk EB 6020 (80/20 match) \$1,426,000
7. McIver St./Wilma St. Sidewalk BL-0090 (80/20 match) \$1,098,000
8. Proposed Mitigation Measure #2 (not yet funded)
9. Proposed Mitigation Measure #1 (not yet funded)

9. Police

Chief Thompson reviewed the departments 2023 accomplishments

- Joined partnership with the Special Olympics of North Carolina
- Began the two-year process of becoming state accredited through NCLEA
- Strengthened community relations through different outreach and educational programs
- Updated, revised and wrote new policies for the department to conform to state standards
- Picked a contractor and designer for the new police station
- New training facility located at the APD range on Smith Drive should be completed before the end of the 2023-2024 budget

- Obtained a second chaplain to strengthen our peer support programs and to help with community relations
- Lowered speed limits in high populated residential areas from 35 MPH to 25 MPH
- Revised outdated Town ordinances to cover a wide range of areas

Officer Activities in the Last Year:

- Total calls for service/officer-initiated activities 51,404
- Security checks 22,393
- Subdivision checks 20,623
- 66 Felony arrests, with a total 87 charges
- 151 Misdemeanor arrests, with a total of 154 misdemeanor charges
- Reportable traffic accidents 234
- Traffic stops 2,631

Requested Positions for 2025

- 3 new police officers, 1 being completely paid for by Carolina Charter School (SRO)
- Administrative Assistant

In order to start developing a better patrol structure/career ladder platform, they are wanting to promote two officers into sergeant positions. This will promote a sergeant over both A/C and B/D squads.

Summary of Requests for 2025:

- 1 New Administrative Assistant
- Promote two officers into Patrol Sergeant Positions.
- 3 patrol AWD SUV's, upfitted with graphics and emergency equipment.
- 1 Vehicle paid for by Carolina Charter
- Allotted overtime increased to \$50,000 to fund the salaries for the Special Operations Team and provide officers for the downtown events and to cover needed shifts.
- SOT Equipment / Training expenditure line -- \$10,400 to purchase specialized equipment (8 – Communication gear).
- Special Event / Promotional expenditure \$5,000 to provide funds for promotional Items for special events, Candy for Halloween, toys and stickers, donuts or special treats at the school for completing the GREAT Program.
- Training and meetings expenditure increased by \$9,000 to cover SWAT, Investigation and crash reconstruction classes, and many other classes to prepare our team for the growth of the town.
- Material & Supplies expenditure increased to \$40,114.31 (Growth of the department)
- Uniforms expenditure increased to \$30,000 due to growth of the department and inflation
- Harnett County Animal Control increase their contract from \$12,000 to \$25,000

10. Parks

Parks & Recreation Director Derek McLean shared statistics over the last 20 years of participation.

Jan-Dec 2000	594 participants
Jan-Dec 2009	1,006 participants
Jan-Dec 2016	1,262 participants
Jan-Dec 2023	2,068 participants

The 2024 projections expect to be around 2,200-2,300 participants. That equates to nearly a 400% participation increase since the year 2000.

Angier Parks & Recreation 2024-2025 Budget Requests

- Move Ty Pearson from part time employee to full time employee contingent that Ty earns his HS diploma in June. (This will make 4 full time Parks and Rec. employees including the Director). This will be first full-time employee added since 2013.
- Repair (4) erosion/wash out areas along pond by tennis court and exercise area
- Replenish rip-rap rock along Williams and Willow Street.
- Board approve \$ for funding to build Phase 1 of 3 for construction of new park on Campbell Street

Angier Parks & Recreation 2-5 Year Plan

- Continue to explore funding options for Phase 2 & 3 of new Parks & construction of Community Center such as: grants, naming rights, corporate sponsorships, and/or partnerships from government and private organizations
- Begin construction on new Community Center
- Additional funding to staff, maintain and operate new Park & Community Center
- Expand programming once Phase 1 of new Park & Community Center construction is completed
- Approve additional funding for Phase 2 of construction for New Park (Year 3-5)

Angier Parks & Recreation 5-10 Year Plan

- Approve additional funding for Phase 3 of construction for New Park (Year 7-10)
- Explore greenway opportunities to connect Jack Marley Park, New Park, Angier Elementary School and Downtown Angier.

11. Planning, Zoning & Inspections

Planning Director Jeff Jones stated the department is currently staffed with a Planner, Permit Technician, and Code Enforcement Officer. The Town is actively recruiting a Building Inspector. Mr. Jones proposed making fee adjustments for Parks & Recreation fee, Trade Permit fee, and Reinspection fee.

Budget Requests:

- Budgeting for a new Comprehensive Plan
- Truck for Building Inspector
- Computer and associated equipment for Inspector
- Software to implement building inspection, has a Code Enforcement component

Code Enforcement Violation Statistics 2023

Total: 327
 Nuisance – 115
 Zoning – 200
 Mobile Homes – 12
 2024
 Total: 78
 Nuisance - 26
 Zoning - 47
 Mobile Homes – 5

Building Permit Statistics Since July 1, 2023

New Housing Permits – 320
Electrical – 84
Mechanical – 65
Plumbing – 29
Build – 58
Land (Accessory Structures & Fences) – 104 Demo - 2

Minimum Housing

Code Enforcement Officer Shannon Hodges reviewed the minimum housing process with the Board.

The Town has the power to enforce minimum housing standards by the state of North Carolina under GS 160D-1201 which has been adopted by the Town's ordinance in Chapter 5. The purpose of minimum housing is to identify unsafe, unsanitary, and dangerous conditions that are unfit for human habitation. Complaints can be filed by a public authority and individuals. When individuals file a complaint there are five statements that are required to validate that concern. Approximately 95% of minimum housing cases are generated through Shannon himself.

After a case is initiated, Mr. Hodges does a property inspection by looking at several materials such as foundation, exterior walls, windows, and roof. During the exterior investigation, he can determine at that time if he needs to continue on with the case. Once it's determined conditions exist, the State and Town give him the authority to enter a property in a reasonable time. To do this, he sends a letter to the property owner setting a date and time requesting a full complete inspection of the dwelling. A complete walk through of the interior and exterior is then conducted. Things that he looks for are adequate support in the house, roof leaks, buckling, rot, unsanitary conditions, animal or bug infestations, increase in hazards such as wiring and receptacles, is there electricity and running water, and a permanent heat source.

Everything through the process is documented, some cases end up in court. After hazards have been identified, a Notice of Hearing is mailed to the property owners. At the time of the hearing the details of the inspection are reviewed with the property owner confirming the structure to be hazardous and unsanitary for human habitation. During the Hearing, the property owner is entitled to offer any evidence relevant to the potential violations and discuss methods to reach compliance. After the Hearing, the property owner is then provided with a Findings of Fact & Order letter explaining they either need to make the necessary improvements to comply within a 90-day time frame or the Code Enforcement Official can proceed with causing the dwelling to be vacated and remove or demolish as specified in Town Code Section 5-28.10. All costs associated with causing the dwelling to be vacated and demolished isn't paid within 30 days, the Town shall place a lien against the real property upon which the cost was incurred.

12. Finance

Finance Director Samantha Sleeter reviewed changed from FY 2023-2024.

- Purchase necessary equipment for staff
- Update existing equipment based on IT recommendations
- Add services to existing software
- Research adding additional software
- Increase focus on training for staff

These items relate to operating as an excellent public service organization and allow us to increase our efficiency and ability to answer residential questions in a timely manner. This will also allow us to track financial data more accurately so we can make more informed decisions for the town.

Changes in Nonprofit Donations

Donations to Nonprofits need to benefit the town

Examples include:

Creating a Partnership- The Town Benefiting from Donation

Donating Resources to the Non-Profit for Use

Police Services

Public Works Resources

Parks Fields and Shelters

March 2024 Statistics

- Invoices paid 202
- Residents using Automatic Bank Draft 405
- Utility Bills sent to customers 3,980
- Average payments taken per day 178
- Total past due for active accounts \$5,189.69

The counties that collect taxes on Angier's behalf will increase approximately \$20-25,000 for the year.

It was the consensus of the Board to set another budget meeting for April 26th from 9-noon.

Adjournment: Being no further business, the Town Board voted unanimously to adjourn the meeting at 3:03pm.

Motion: Commissioner Hawley

Vote: 4-0; unanimous

Robert M. Jusnes, Sr., Mayor

Attest:

Veronica Hardaway, Town Clerk

PUBLIC HEARINGS



Board of Commissioners Agenda Report

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

MEETING DATE: May 7, 2024
PREPARED BY: Jeff Jones, AICP
ISSUE Ordinance Amendment – Changes to PUD’s and Multifamily Uses
CONSIDERED:
DEPARTMENT: Planning & Inspections

SUMMARY OF ISSUE:

Town Board has directed staff to evaluate changes to the Town Zoning Ordinance as it relates to Multi-family projects and Planned Unit Developments (PUD).

Currently both Multifamily projects (over 20 units) and PUD are special use permits. Special Use permits follow a quasi-judicial approval process which constrains the approval Board to factual testimony given during an evidentiary hearing. The Town would like to change the approval process for these uses to allow for a fuller discussion on the impact of these uses from the community.

The current zoning ordinance contemplates allowing certain uses to be approved by a conditional zoning process section 3.5 establishes conditional zoning district but the permitted use table does not list any uses currently as allowable with a conditional zoning approval.

Conditional zoning is a legislative process in which an applicant proposes, and the local government considers, a map amendment that includes additional conditions. Conventional zoning map amendments change the zoning district applicable to a piece of property, but do not include any standards beyond the base standards of the zoning ordinance. Conditional zoning allows the local government and the applicant to agree on additional conditions that may be appropriate for a particular project within the context of a legislative rezoning.

Conditional Zoning approval whereby a specific site plan and written conditions are reviewed and approved by the Town Board. As provided in the Table of Permitted Uses some land uses are of such a nature or scale that they have significant impacts on both the immediately surrounding area and/or the entire community that cannot be predetermined and controlled by general district standards and thus are only permitted with Conditional Zoning approval. Additionally, there may be instances where a general zoning district designation is clearly inappropriate for a certain property, but a specific use permitted under that district and subject to restrictive conditions would be consistent with the spirit and objectives of this Ordinance and applicable land plans. Both of these circumstances are reasonably addressed through a Conditional Zoning process.

Staff is proposing to move PUD and Multifamily uses to be allowed by a conditional zoning process. This will give the Town the ability to evaluate the impact of a proposed development and be able to hear from the community at large. The zoning ordinance will need to be developed to expand language that covers conditional zoning.

Proposed amendment is attached. Language to be modified is shown in strikethrough with revised language underlined.

The Planning Board voted unanimously to recommend approval of these Ordinance amendments as presented at their April 9th meeting.

FINANCIAL IMPACT: N/A

RECOMMENDATION:

Staff recommends approval of the Ordinance amendment as written.

REQUESTED MOTION:

I move to approve the amendments to Section 3.1, 3.3 Permitted Use Table and Chapter 4 of the Unified Developer Ordinance as presented.

Attachments:

Draft Amendment

Section 3.1. Interpretation.

3.1.1 Definition of zoning.

- A. Zoning is the process by which an area is divided into various districts, each of which is specifically intended for different uses and intensity of uses and within which the use of land and buildings, the height and dimension of buildings, the size of required yards, and the population density are regulated.
- B. Further, the regulations are to be made with reasonable consideration, among other things, to the character of the district and its unique suitability for particular uses, and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the town's planning and development regulation jurisdiction.

3.1.2 Zoning district authority.

- A. In accordance with the requirement of N.C.G.S. § 160D-703, the town, is hereby divided into zoning districts which shall be governed by all of the uniform use and dimensional requirements of this ordinance. Said zoning regulation shall be by districts, as shown on the zoning map accompanying this ordinance.
- B. Zoning divides a town's planning and development regulation jurisdiction into districts, or zones, of any number, shape, and area that may be deemed best suited to carry out the purposes of N.C.G.S. § 160D-703. Within those districts, the municipality may regulate and restrict the erection, construction, reconstruction, alteration, repair, or use of buildings, structures, or land. All regulations must be uniform for each class or kind of building throughout each district, but the regulations in one district may differ from those in other districts.

3.1.3 Zoning map.

- A. For the purposes of this ordinance, the Town of Angier is hereby divided into zoning districts whose locations and boundaries are shown on the official zoning map for the Town of Angier which is hereby adopted by reference and declared to be a part of this ordinance. The Flood Damage Prevention Overlay and Watershed Protection Overlay are incorporated into the town's zoning map.
- B. This zoning map and all the notations, references, and all amendments thereto, and other information shown thereon are hereby made a part of this ordinance the same as if such information set forth on the map were all fully described and set out herein. The zoning map properly attested is on file in the town hall and is available for inspection by the public. Prior zoning maps are available to the public upon request.
- C. The town clerk or his representative shall be responsible for the maintenance and revision of the official zoning map. Upon notification by the town board that a zoning change has been made, the town clerk shall make the necessary changes on the official zoning map.
- D. Where uncertainty exists as to the boundaries of any district shown on the official zoning map, the board of commissioners shall have the authority to interpret zoning district boundaries.

3.1.4 *District and permitted use interpretation.* Each zoning district has uses permitted by right, uses permitted with special requirements, ~~and~~ special uses ~~and uses permitted by conditional zoning~~. The permitted uses table includes each district and places uses under one of the ~~four~~ ~~three~~ categories. The following describes the processes of each of the ~~four~~ ~~three~~ categories that the uses are subject to:

- A. *Permitted by right.* Administrative review and approval subject to district provisions and other applicable requirements only.

-
- B. *Permitted with special requirements.* Administrative review and approval subject to district provisions, other applicable requirements, and special requirements outlined in chapter 4.
- C. *Special uses.* Board of adjustment review and approval of special use permit subject to district provisions, other applicable requirements, and conditions of approval. Some special uses may also be subject to special requirements outlined in chapter 4.

~~D. Conditional Zoning (CZ). Permits uses in the districts marked with "CZ," subject to the conditions of the respective subsections as indicated in the column entitled, "Subsection No.," as well as any other conditions which may be negotiated or recommended by the Administrator, TRC, or Town Board, and also subject to the requirements of Chapter 4, the special conditions for the respective use in Uses in this group are subject to the approval of the Town Board after a public hearing.~~

~~E. Uses not listed herein as "Permitted," "Permitted with Special Requirements," or as a "Special Use Permit" are not allowed and will require application for an ordinance amendment.~~

3.1.5 *Other requirements.* Refer to all other local, state, and federal requirements.

(Ord. of 6-1-2021)

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Section 3.3. Permitted uses table.

3.3.1 Intent. The permitted uses table contains a listing of uses which may be permitted in one or more of the various zoning districts. Uses are listed in alphabetical order within ten categories as follows:

- A. Residential
- B. Civic and Government
- C. Institutional
- D. Animal Services
- E. Office and Service
- F. Retail
- G. Recreation and Entertainment
- H. Industrial, Manufacturing, Warehousing, Wholesale, Distribution, and Transportation
- I. Agriculture
- J. Other

3.3.2 Table key. The following is a list of the meanings of table entries:

- A. The "Use Group" indicates the use group level to determine landscaping requirements in chapter 7.
- B. "P" indicates that the use is permitted by right in the zoning district.
- C. "S" indicates that the use is permitted with a Special Use Permit in the zoning district.
- D. "CZ" indicates those uses that are allowed as part of a legislative rezoning process.
- ~~ED.~~ A blank space under a zoning district column indicates that a use is not permitted in that district.
- ~~FE.~~ A section number listed in the "SR" column indicates that the use has special requirements for the zoning district in which it is permitted. The section number refers to the regulations in chapter 4.
- ~~GF.~~ The "Parking" column indicates the number of parking spaces required for each use in addition to the parking requirements of chapter 8.

Legend:

P = Permitted by right

S = Permitted with Special Use Permit

CZ = Uses allowed with a Legislative rezoning process

Blank = Use not Permitted

SR = Refer to chapter 4 section number for requirements

PERMITTED USES TABLE													
Residential Uses	US	OS	RA	R-1	R-2	R-3	OB	CB	GC	CP	SR	Parking	
Accessory dwellings	1		S	S	S	S					4.2.1	1 per dwelling	
Accessory structures (residential)	1		P	P	P	P					4.2.2		
Boarding and/or rooming houses	2					S					4.2.3	1 per bedroom	
Family care homes			P	P	P	P		P			4.2.4	2 per dwelling	
Home occupations (including in-home daycares)	1		P	P	P	P	P	P	P		4.2.5	3 per dwelling	
Infill residential	1										4.2.6	As required by proposed uses	
Live/work development	3						P	P			4.2.7	As required by proposed uses	
Manufactured home, individual lot	1		P								4.2.8	2 per dwelling	
Manufactured home park	2												
Multifamily residential, apartments	2					P CZ		P CZ			4.2.10 12.1	1.5 per bedroom plus 1 per bedroom over 2	
Multifamily residential, condominiums	2			P CZ	P CZ	P CZ		P CZ			4.2.10 12.1	1.5 per bedroom plus 1 per bedroom over 2	
Multifamily residential, townhomes	2			P CZ	P CZ	P CZ		P CZ			4.2.12.110	1.5 per bedroom plus 1 per bedroom over 2	
Single-family residential, detached	1		P	P	P	P						3 per dwelling	
Temporary emergency residences	1		P	P	P	P	P	P	P		4.2.10	2 per dwelling	
Two-family residential (duplexes)	1		P	P	P	P					4.2.11	1.5 per bedroom plus 1 per bedroom over 2	

PERMITTED USES TABLE

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(Supp. No. 11, Update 1)

Civic and Government Uses	US	OS	RA	R-1	R-1A	R-1B	OB	CB	GC	CP	SR	Parking
Cemeteries, mausoleums, and/or columbariums	2		S	S	S	S					4.3.1	
Churches, religious institutions and related accessory uses (including day cares, schools, and cemeteries)	2		S	S	S	S	P	P			4.3.2	1 per 4 sanctuary seats
Civic, clubs, lodges, fraternities, sororities, social, and/or other similar nonprofit organizations	2		S	S	S	S	P	P			4.3.2	1 per 200 square feet
Correctional facilities	4								S	S		1 per 2 employees (largest shift)
Emergency services (fire, police, EMT)	2	P	P	P	P	P	P	P	P	P	4.3.3	1 per 350 square feet
Government buildings (other, excluding correctional facilities)	2	P	P	P	P	P	P	P	P	P	4.3.2	1 per 200 square feet
Schools (public and private elementary and middle)	2	P	P	P	P	P	P	P	P		4.3.4	2 per classroom
Schools (public and private high school)	2	P	P	P	P	P	P	P	P		4.3.4	5 per classroom

PERMITTED USES TABLE												
Institutional Uses	US	OS	RA	R-1	R-1A	R-1B	OB	CB	GC	CP	SR	Parking
Assembly halls and/or community centers	2	P					P	P	P	P		1 per 200 square feet
Colleges and/or universities	2		P	P	P	P	P		P	P		5 per classroom plus 1 per office
Crematoriums	3								P	P		1 per employee
Day care centers	2		S	S	S	S	P	P	P		4.4.1	1 per employee plus 1 per 8 clients
Hospitals	3		P	P	P	P	P		P	P		2 per bed
Instructional and/or vocational schools	2			S	S	S	S	P	P	P		5 per classroom plus 1 per office
Libraries	2		P	P	P	P	P	P	P			1 per 300 square feet
Museums and/or art galleries	2		S				P	P	P			1 per 200 square feet
Residential care facilities	3		S	S	S	S	P		S		4.4.2	1 per employee plus 0.5 per resident
Residential care homes	2		S	S	S	S					4.4.3	1 per 5 beds

PERMITTED USES TABLE

Animal Services	US	OS	RA	R-1F	R-1D	R-1C	O-1	CB	GC	CP	SR	Parking
Equestrian facilities and/or riding/boarding stables	3		S	S	S	S					4.5.2	1 per employee plus 0.5 per stall
Government-owned animal shelter	3		S				S		P	S	4.5.1	1 per employee plus 1 per 3 kennels
Kennels and/or training facilities	3		S	S			S		S	S	4.5.1	1 per employee plus 1 per 3 kennels
Pet grooming	2		S	S				P	P		4.5.1	1 per 300 square feet
Pet cemeteries	2		S	S					S			
Veterinarian (no outdoor kennels)	2								P	P	4.5.1	1 per 300 square feet
Veterinarian (with outdoor kennels)	3								S	S	4.5.1	1 per 300 square feet

PERMITTED USES TABLE												
Office and Service Uses	US	OS	RA	R-1F	R-1D	R-1C	O-1	CB	GC	CP	SR	Parking
Automobile services	3							P	P	P	4.6.1	3 per bay plus 1 per employee
Banks, financial offices, and/or similar uses	3			S	S	S	P	P	P	P		1 per 200 square feet
Banquet hall	3		S	S	S	S	P		P			1 per 300 square feet
Bed and breakfast inns	3		S	S	S	S		P			4.6.2	1 per room plus 1 per employee
Body piercing and/or tattoo studios	3								S	S		1 per 300 square feet
Communications offices (no visible towers or transmission equipment)	3						P	P	P	P		1 per 300 square feet
Drycleaning, laundry establishments, and/or tailoring services	3							P	P	P		1 per 300 square feet
Funeral homes and/or mortuaries	3		S	S	S		P		P			1 per 200 square feet
Hotels, motels, and/or inns	3								P	P	4.6.3	1 per room plus 1 per 2 employees
Medical, dental, and/or optical clinics	3			S	S	S	P	P	P	P		1 per 300 square feet
Offices, professional	3			S	S	S	P	P	P	P		1 per 300 square feet
Personal services	3		S	S	S	S	S	P	P			3 per licensed employee
Repair services	3		S	S	S			P	P	P		1 per 300 square feet

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(Supp. No. 11, Update 1)

Studios for artists, designers, and/or photographers	2		S	S	S	S	P	P	P			1 per 300 square feet
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PERMITTED USES TABLE													
Retail Uses	Us	OS	RA	R-1E	R-1C	R-2	O	CB	GC	CP	SR	Parking	
Auction house	3						P	S	S	P	4.7.1	To be determined by administrator	
Convenience stores	3						S	P	P	S		1 per 150 square feet	
Farmers' Market (town-sponsored)	1	P						P	P		4.7.2		
Produce/Arts and Craft Market (non-town sponsored)	1							S	S			1 space per 500 square feet	
Restaurants	3					S		P	P	P	4.7.3	1 per 4 seats	
Retail uses, community	3						P	P	P		4.7.4	1 per 200 square feet	
Retail uses, neighborhood	3							S	P		4.7.5	1 per 200 square feet	
Retail uses, regional	4								S		4.7.6	1 per 200 square feet	
Vehicle and/or manufactured home sales	3								P	P	4.7.7	1 per 2 employees or 1 per 500 square feet	

PERMITTED USES TABLE													
Recreation and Entertainment Uses	Us	OS	RA	R-1E	R-1C	R-2	O	CB	GC	CP	SR	Parking	
Adult establishments	4									S	4.8.1	1 per 300 square feet	
Amusement arcade	3							S	P			1 per 4 persons (maximum capacity)	
Amusement and/or theme parks	4								S		4.8.5	1 per 4 persons (maximum capacity)	
Billiards, pool halls, and/or bowling alleys	3								P			1 per 4 persons (maximum capacity)	
Bottle shops	1							P	P		4.8.5	1 per 300 square feet	
Brewery/winery/distillery	1							P	P	P	4.8.5	1 per 300 square feet	
Country clubs and/or golf courses	2	P	P	P	P						4.8.2	2 per hole plus 1 per 300 square feet of primary building area	
Family campgrounds	3	S	S	S							4.8.3	1 per campsite	

Fishing and/or hunting camps	2	S	S										1 per campsite
Fitness and/or recreational sports centers	2	P						S	P	P	4.8.5		1 per 200 square feet
Go-cart raceways/racetracks	4								S	S	4.8.5		1 per 4 persons (maximum capacity)
Nature preserves	1	P	P	P	P	P	P	P	P	P			
Nightclubs and/or bars	4							P	P		4.8.5		1 per 300 square feet
Parks	1	P	P	P	P	P	P	P	P	P			
Recreational facilities (private)	2	P	S	S	S	S	P	P	P	P	4.8.5		1 per 4 persons (maximum capacity)
Recreational facilities (public)	2	P	P	P	P	P	P	P	P	P			1 per 4 persons (maximum capacity)
Shooting ranges	3		S							S	4.8.6		1 per 4 persons (maximum capacity)
Swimming pools (principal use)	3	P	S	S	S	S		S	P		4.8.8		1 per 4 persons (maximum capacity)
Theater (indoor)	3							P	P				1 per 6 seats
Theater (outdoor)	3	S							S				1 per 6 seats or 300 square feet of seating area

PERMITTED USES TABLE													
Industrial, Warehousing, Wholesale, Distribution and Transportation Uses	Use Group	OSR	RA-30	R-15	R-10	R-6	O&I	CB	GC	CP	SR	Parking	
Airport	4		S							S		See office, if applicable	
Assembly and/or packaging	4									P	4.9.1	1 per 2 employees (largest shift) or 1 per 500 square feet	
Automobile parking lots (principal use)	3	P						S	P	S			
Automobile parking structures	3	P						S	S	S			
Bus terminals for passengers	3								P			10 per terminal	
Distribution uses (accessory)	4								P	P			

Distribution uses (principal)	4								S	P		1 per 2 employees (largest shift) or 1 per 500 square feet
Equipment and/or machinery repair and service	4									P		1 per 2 employees (largest shift) or 1 per 500 square feet
Foundries producing iron and steel products	4									S		1 per 2 employees (largest shift) or 1 per 500 square feet
Hazardous material storage (indoor and outdoor)	4									S	4.9.2	1 per 2 employees (largest shift) or 1 per 500 square feet
Junkyards, junked motor vehicles, salvage operations, and/or similar uses	4									S	4.9.3	1 per 2 employees (largest shift) or 1 per 500 square feet
Lumber yards and/or building materials storage and sale	3								S	P		1 per 2 employees (largest shift) or 1 per 500 square feet
Manufacturing, heavy	4									S		1 per 2 employees (largest shift) or 1 per 500 square feet
Manufacturing, light	3						S		S	P		1 per 2 employees (largest shift) or 1 per 500 square feet
Printing and/or publishing establishments	3								P	P		1 per 2 employees (largest shift) or 1 per 500 square feet
Research facilities	3									P		1 per 2 employees (largest shift) or 1 per 500 square feet
Skilled trade shops	3								S	P		1 per 2 employees (largest shift) or 1 per 500 square feet

Taxicab stand and/or office	3								P		4.9.4	1 per employee (largest shift) + 1 per company vehicle
Trucking terminals	4								S	S		1 per employee (largest shift) + 1 per company vehicle
Warehouse uses (accessory)	3									P		
Warehouse uses (principal)	3								S	P		1 per employee (largest shift)
Warehouse, mini	3								S	P	4.9.5	See office, if applicable
Wholesale uses	3								P	P		1 per 2 employees (largest shift) or 1 per 500 square feet

PERMITTED USES TABLE												
Agricultural Uses	US	OS	RA	R-L	R-T	R-U	O	CB	GC	C	S	Parking
Bona fide farm	1	P	P	P	P	P	P				4.10.1	
Farm and livestock	1	P	P	P	P	P					4.10.2	
Greenhouse or horticultural nursery (no on-site sales)	2	P	P	P	P				P	P		1 per employee (largest shift)
Greenhouse or horticultural nursery (with on-site sales)	2		S	S					P			1 per 500 square feet
Produce stands (permanent)	2	P	P	P	S	S					4.10.3	1 per 200 square feet

Other Uses	US	OS	RA	R-L	R-T	R-U	O	CB	GC	C	S	Parking
Accessory structures (nonresidential)	2	P					P	S	P	P	4.11.1	
Drive-through Uses	3								S			
Infill nonresidential	2						S	S	S		4.11.2	As required by proposed uses
Town center planned development (TCPD)					P	P		P	P		4.11.7	As required by proposed uses
Outdoor storage (nonresidential)	3						S	S	S	S	4.11.3	

Planned development	1		S CZ	S CZ	S CZ	S CZ	S CZ	S CZ	S CZ	S CZ	S CZ	4. 12.211.4	As required by proposed uses
Recycling centers	2	P	S	S	S	S	P	P	P	P			2 spaces
Temporary uses	1	P	P	P	P	P	P	P	P	P		4.11.5	
Utility facilities (except service or storage yards)	3		P	S	S	S	S	S	P	P			2 per facility
Wireless telecommunications towers	4	S	S	S	S	S	S		S	S		4.11.6	2 per tower

(Ord. No. 2012.03, 10-2-2012; Ord. of 2-2-2016; Ord. of 3-5-2019)

Section 4.2. Residential uses.

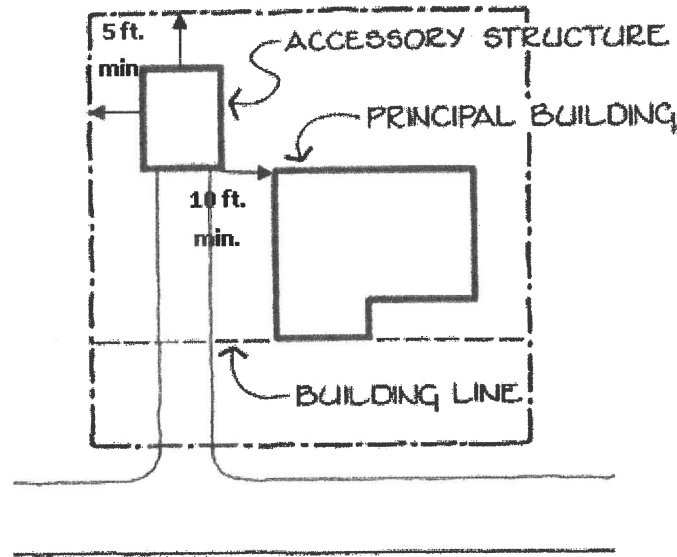
4.2.1 Accessory dwellings. Accessory dwellings may be located in a building separate from the principal dwelling subject to the following requirements:

- A. The accessory dwelling shall not exceed one-half of the total area of the principal dwelling.
- B. Accessory dwellings shall be built to North Carolina Building Standards.
- C. Accessory dwellings shall be similar in appearance to and compatible with the primary structure.

4.2.2 Accessory structures (residential).

- A. There shall be a principal residential structure on any lot for which there is an accessory structure.
- B. Accessory structures shall be constructed in the side or rear yard and shall be similar in appearance to and compatible with the primary structure. An accessory structure may be constructed in the front yard in the RA-30 district where the accessory structure is setback a minimum of 150 feet from the street right-of-way. Accessory structures with a total area exceeding 500 square feet shall be constructed using materials and features similar to the principal structure.
- C. Recreation vehicles shall not be considered an accessory dwelling or structure and the connection of such vehicle to utility services (other than for periodic maintenance and/or repair purposes) shall be prohibited unless the vehicle is located in a camping and recreational vehicle park so designed to accommodate recreation vehicles or proper connection is provided on private property for a period not to exceed 14 days in a calendar year.
- D. Any structure not typically intended for residential purposes shall not be allowed.
- E. The following dimensional requirements shall apply to all accessory structures:

Maximum Area and Number	In the R-6, R-10, and R-15 districts, there shall be no more than two accessory structures per lot of record and the total area of accessory structures shall not exceed 40 percent of the area of the principal structure.
Maximum Height	Shall not exceed 125 percent of the height of the principal structure or as determined by the zoning administrator.
Minimum Setback from Property Lines	<ul style="list-style-type: none">1. For R-6, R-10 and R-15 districts: Five feet from side and rear property lines.2. For all other districts: Ten feet from side and rear property lines.3. For pools and portable carports: Ten feet from side and rear property lines.4. All side corner yards shall follow principal structure setbacks for side corner setback of the zoning district in which it is located.5. Accessory structures shall not encroach upon any platted or recorded easements.
Minimum Setback from Principal Structure	10 feet



- F. No accessory structure shall be permitted that involves or requires any external features which are not primarily residential in nature or character.
- G. Under no circumstances may a vehicle, trailer, or manufactured home be used as an accessory structure.
- H. The area of a pool shall include all structures and walks or patio areas of cement, stone, or wood, at or above grade, built for, and used in conjunction with the pool.
- I. Fences for pools shall be in accordance with the N.C. Building Code requirements for fencing pools. All pools shall have security fencing.
- J. Patio areas that are less than 200 square feet, uncovered, and at grade have no setback requirements from rear and side lot lines.
- K. Satellite dishes less than 39.37 inches in diameter may be located anywhere. All other satellite dishes shall adhere to the following standards:
 - 6. Satellite dishes shall be no larger than eight feet in diameter.
 - 7. The maximum height shall be 15 feet unless the applicant can prove:
 - a. A less intrusive location is not possible; and
 - b. A higher location will improve reception.
 - 8. Satellite dishes may not be located in front or side yards and shall meet all setbacks applicable to accessory structures.
 - 9. Satellite dishes shall be screened from view with dense landscaping materials, fences, or other solid materials, to the extent that it does not impair reception.
 - 10. Satellite dishes with a reflective surface shall be painted a subdued or natural color.
 - 11. Roof-mounted satellite dish antennas shall not exceed five (5) feet above the peak of the roof of the maximum building height, whichever is less.

4.2.3 Boarding and rooming houses.

- A. Single-family homes used as a rooming/boarding house may not subdivide existing rooms.

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- B. The rooming/boarding house shall be owner-occupied or shall be occupied by a resident manager which occupies the structure as a primary residence.
 - C. No more than one person or couple may inhabit a single room.
 - D. No more than five renters/boarders shall be permitted at any one time.
 - E. Guest rooms shall be accessed internally, except for emergency exits, and shall not have kitchen facilities.
 - F. All parking shall be to the rear of the home. Where on-street parking is permitted, the length of the street in front of the lot may be counted as parking. On-street parking shall be limited to two spaces.

4.2.4 Family care homes. In accordance with N.C.G.S. Chapters 122C, 131D, and 168, these uses are deemed residential uses and are permitted in all residential districts subject to the following conditions:

- A. No more than six residents other than the homeowner and the homeowner's immediate family are permitted to live in a family care home as defined by N.C.G.S. 168-21.
- B. A family care home must be licensed with the N.C. Department of Health and Human Services Division of Facility Services before operating.
- C. No family care home may be located within a one-half mile radius of any other residential care home.
- D. No exterior signage is permitted.
- E. The owner or operator must provide documentation of the closet licensed family care home and its proximity to the proposed family care home.

4.2.5 Home occupations.

4.2.5.1 Customary home occupations.

- A. Such business shall not change the character of the dwelling. The home occupation shall be clearly incidental and subordinate to the residential use of the dwelling.
- B. No outdoor storage associated with the home occupation is permitted.
- C. No more than 25 percent of the home square footage shall be used in connection with the home occupation. The home's square footage includes any attached garage or basement.
- D. A maximum of one outside employee is permitted.
- E. No display or advertising is permitted.
- F. Only vehicles used primarily as passenger vehicles shall be permitted in connection with the home occupation.
- G. Chemical, mechanical, or electrical equipment that creates a hazard, odors, light emission, noises, or interference in radio or television reception detectable outside the subject property shall be prohibited.
- H. Customary home occupations may be in operation at any time between the hours of 7:00 a.m. and 8:00 p.m.
- I. If the residence is a rental unit, the tenant shall provide written consent from the property owner.

4.2.5.2 In-home daycare. In addition to the requirements for a customary home occupation (except hours), the following requirements shall apply to an in-home daycare:

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- A. The in-home daycares shall be limited to a maximum of four children in addition to any children of the owner(s). All outdoor play areas shall be fenced to a minimum height of four feet and screened with evergreen plantings, as defined herein. Front yards shall not be used as playground areas.
 - B. In-home daycares shall not be conducted within a manufactured home.
 - C. The structure shall be the primary residence of the business owner.
 - D. If the residence is a rental unit, then the tenant shall provide written consent from the property owner.
 - E. An in-home daycare shall not be operated between the hours of 7:00 p.m. and 6:30 a.m.
 - F. Parking areas shall not abut fenced play areas without provisions for ballasts or curbing.

4.2.6 Infill residential (reserved).

4.2.7 Live/work development.

- A. Live/work developments shall be permitted only when located in the town center land use classification.
- B. A declaration establishing a condominium development must be submitted with the special use application if more than one residential unit is proposed. This declaration shall be prepared which satisfies the requirements of the N.C. Unit Ownership Act (N.C.G.S. 47A-1 et seq.).
- C. Each residential unit shall have a minimum of 600 square feet of usable floor space.
- D. Residential and nonresidential uses shall not be located on the same story of a structure and nonresidential uses shall not be located above residential uses.
- E. Permissible nonresidential uses shall include the following as listed in the "Permitted Uses Table" and must be conducted wholly within the structure:
 - 1. Office and services uses.
 - 2. Retail uses.
- F. No outside storage or display of items associated with the use shall be permitted.

4.2.8 Manufactured homes on individual lots.

- A. All manufactured homes shall:
 - 1. Meet or exceed the construction standards promulgated by the U.S. Department of Housing and Urban Development that were in effect at the time of construction.
 - 2. Be set up in accordance with the standards set by the North Carolina Department of Insurance and a continuous, permanent masonry foundation or masonry curtain wall, unpierced except for required ventilation and access, is installed under the perimeter of the manufactured home;
 - 3. Have stairs and a porch, the porch being at least four feet by six feet in size. Stairs, porches, entrance platforms, ramps, and other means of entrance and exit to and from the home shall be installed or constructed in accordance with the North Carolina State Building Code; and
 - 4. Remove or landscape the hitch, wheels, axles, and transporting lights.
- B. Multi-Section Manufactured Homes shall:
 - 1. The manufactured home shall have a length not exceeding four times its width, with length measured along the longest axis and width measured at the narrowest part of the other axis;

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2. The manufactured home shall have a minimum of 1,200 square feet of enclosed and heated living area;
 3. The pitch of the roof of the manufactured home shall have minimum vertical rise of three and two tenths feet for each twelve feet of horizontal run (3.2 feet and 12 feet) and the roof is finished with a type of composition shingle that is commonly used in standard residential construction; and
 4. The exterior siding shall consist predominantly of vinyl or aluminum horizontal lap siding (whose reflectivity does not exceed that of gloss white paint), wood, or hardboard, comparable in composition, appearance, and durability to the exterior siding commonly used in standard residential construction;

4.2.9 Manufactured home parks.

- A. All existing and new manufactured home parks must apply for a business license. A business license shall be valid for a period of one year subject to the provisions of this section and upon a yearly inspection performed under the direction of the administrator. All manufactured home parks shall maintain a valid business license. The business license issued to the owner shall constitute the authority to operate the manufactured home park in accordance with this section. All permits shall be withheld without a valid business license. The park owner(s) business license fee shall be a base inspection on the park and its lots. Whether occupied or vacant, each lot shall be charged if it is the intent of the park owner(s) to continue the use of the whole park. Therefore, failure to maintain a valid business license, or to obtain a business license within six months from the adoption date of this section, shall be subject to the enforcement provisions of chapter 15 of this ordinance.
- B. Eligibility.
 1. A complete application and site plan shall be submitted to the Town of Angier.
 2. Application shall be for three or more manufactured homes on one parcel of land.
 3. Upon receipt of a complete application, the Town shall conduct a manufactured home park inspection. All applicable requirements listed below shall be met. Failure to meet said requirements shall result in the forfeiture of their business license.
 4. New manufactured home parks shall only be developed within the RA-30 zoning district via a special use permit.
- C. General requirements for existing manufactured home parks
 1. All manufactured homes shall have the entire perimeter underpinned at all times so as to enclose the space from the bottom of the manufactured home to ground grade.
 2. All manufactured homes and accessory structures shall follow the setbacks of the zoning district in which it is located.
 3. The towing hitch on all manufactured homes shall be removed or completely landscaped from view.
 4. Each lot shall clearly display the approved number with a minimum of four inches in size and shall be composed of reflective materials of contrasting colors.
 5. The owner(s) shall install and maintain mailboxes in good condition to allow for postal delivery service for each resident, in accordance with local, State, and Federal regulations.
 6. The park operator(s) will operate or provide for the operation of a solid waste disposal system, including providing park tenants with appropriate containers. Individual containers shall be waterproof and rodent proof. The method of garbage disposal shall be noted on the plan and

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- approved by the board of adjustment. Disposal of all large bulky items, such as furniture, shall be the responsibility of the tenant and/ or park owner(s).
7. Every manufactured home park owner shall maintain an accurate register containing a record of all occupants, owner(s) of manufactured homes, and a description of each home in the park. The register shall be available for inspection at all times by authorized county representatives. In accordance with N.C.G.S. § 105-316(a)(1), park owner(s) shall furnish to the county tax supervisor a copy of the register before January 1st of each calendar year.
 8. The owner(s) shall be required to provide a park sign, that shall
 - a. Meet the requirements of chapter 10;
 - b. Identify the name of the park and a telephone number at which the park owner(s) or operator(s) may be contacted;
 - c. Be constructed of weather-resistant material designed expressly for signs.
 9. Fences or walls shall not be permitted unless approved as part of the park plan.
 - a. This excludes temporary pet containment areas that do not exceed 80 square feet.
 - b. The fence or wall shall be made of any suitable and durable material that is intended for such use.
 10. No living compartment or structure other than that of a prefabricated structure specifically designed for manufactured home use or extension shall be added to any manufactured home parked. This excludes front and rear uncovered porches and decks not exceeding 100 square feet.
 11. One accessory building is allowed per lot.
 - a. Such building shall not exceed 120 square feet in size.
 - b. Shall be located in the rear yard.
 - c. Shall be compatible to the principal dwelling in terms of exterior building material and color.
 - d. Existing structures authorized by permit and structurally sound, prior to the establishment of this section shall be allowed to remain.
 - e. Temporary carports that are a prefabricated structure without any footings or foundations, and compatible to the principal dwelling in terms of exterior building material and color
 12. No manufactured home park shall permit a recreational vehicle or travel trailer to locate within its boundaries for periods greater than one (1) week.
 13. Parks shall not be allowed to expand the number of lots or acreage unless the park receives approval from the Town of Angier. The transfer of a manufactured home space or spaces either by sale or by any other means within a manufactured home park is prohibited
- D. New manufactured home park development standards. New manufactured home parks shall comply with the above requirements as well as the below development standards.
1. Minimum lot size shall be no less than 6,000 square feet with both public water and sewer.
 2. Only one manufactured home shall be located on any manufactured home space at any one time.

3. Maintenance of all internal streets and corresponding drainage facilities shall be the responsibility of the owner(s) of the park. All streets shall paved, and maintained in a manner to remain free of pot holes, breaks in pavement, rough surfaces, standing water, and associated problems which would impede or cause hazards to motor vehicles.
4. Setbacks.
 - a. The manufactured home and accessory structures shall be located not less than 25 feet from the park boundary and at least ten feet from planting or landscape areas.
 - b. Each manufactured home shall be located not less than 30 feet from any other manufactured home.
 - c. Accessory structures shall be located not less than ten feet from a manufactured home.
5. Each manufactured home lot shall have at least two paved parking spaces.
6. Buffers shall be maintained around the entire perimeter of the manufactured home park as per chapter 7.
7. No manufactured home park shall permit a recreational vehicle or travel trailer to locate within its boundaries for periods greater than one (1) week.
8. Adequate lighting shall be provided to illuminate streets, common driveways, walkways, and dead end streets for the safe movement of vehicles and pedestrians at night. The minimum size street light shall be a 175 watt Mercury-vapor (approximately 7,000 lumen class) or its equivalent, spaced at intervals of not more than 300 feet.
9. The park owner(s) and occupants shall keep all park owned facilities, manufactured home spaces, improvements, equipment, open space, recreational and all common areas in good repair and maintained in such a manner as to prevent the accumulation or storage of material which would constitute a fire hazard or would cause insect or rodent breeding and harborage. The county shall have the authority to remove, abate, or remedy everything that is dangerous or prejudicial to the public health. The expense of the action shall be paid by the park owner(s) in default, and, if not paid, shall be a lien upon the land or premises where the nuisance arose, and shall be collected as unpaid taxes.
10. Parks shall not be allowed to expand the number of lots or acreage unless the park receives approval from the Town of Angier. The transfer of a manufactured home space or spaces either by sale or by any other means within a manufactured home park is prohibited.
11. Termination of a manufactured home park shall consist of a signed termination affidavit and removal of manufactured homes and other associated structures.

~~4.2.10 Multifamily residential.~~

~~A. All multifamily residential developments with 20 or more proposed units shall require a special-use permit from the board of adjustment.~~

~~B. Dimensional requirements for multifamily residential developments shall be as follows:~~

Maximum density	12 dwelling units per acre (with public water and sewer)
Minimum public street frontage	150 feet if 20 or more units; 100 feet if less than 20 units
Front setback (project perimeter)	Projects equal to or greater than 10 acres: 100 feet Projects between 5 and 10 acres: 50 feet Projects less than 5 acres: 25 feet

Side setback (project perimeter)	30 feet
Rear setback (project perimeter)	30 feet
Minimum building separation	10 feet
Maximum units per structure	Single-story structure: 6 units Multistory structure: 18 units

~~C. All structures shall be a minimum of ten feet from all internal parking areas, and drive isles.~~

~~D. Project perimeter setback areas shall be free of any structures, excluding access ways and signs.~~

~~E. Amenities and accessory structures shall be permitted as an accessory use to the primary use.~~

~~F. Developments of 50 units or more shall provide two means of ingress and egress.~~

~~(Ord. No. 2010-1, 12-7-2010; Ord. of 3-5-2019)~~

4.2.11-10 Temporary emergency residences. Recreational vehicles (RV's) or travel trailers may be allowed on a temporary basis in a zoning district in which such use is not listed as a permitted use, if a disaster occurs which results in an occupied, single-family dwelling being destroyed (i.e., it receives damage greater than 60 percent of its tax value as indicated on the most current tax listings or if the home is deemed uninhabitable by the building inspector). In this instance, a travel trailer or RV may be placed on the lot containing the dwelling unit which was destroyed on a temporary basis.

- A. Temporary emergency residences shall not be placed in the front yard and setbacks shall be determined by the zoning administrator.
- B. The zoning administrator shall be given the authority to issue a zoning permit for such temporary residence on a one-time basis only for a period of up to nine months. Such permit may be renewed on a one-time only basis [for a period of no greater than nine months] by the board of adjustment if it is determined that construction of a new dwelling unit is proceeding in a diligent manner.

4.2.12-11 Two-family (duplex) residential.

- A. The minimum lot size for a duplex shall be two times that of the zoning district requirement.
- B. No building shall exceed a length of 150 feet.
- C. All sanitary containers shall be completely screened from view of the street and adjacent properties with fencing and/or landscaping.

(Ord. of 5-7-2013(1); Ord. of 1-3-2016(1); Ord. of 6-1-2021)

Section 4.11. Other uses.

4.11.1 Accessory structures (nonresidential).

- A. Any nonresidential accessory structure shall be subject to the zoning district dimensional requirements, and the exterior materials of the accessory structure shall substantially match the materials of the principal structure.
- B. All utilities must be screened.
- C. Stand alone ATMs, ice machines, coffee shops, and drive-through uses may be permitted as accessory uses (i.e. in a shopping center parking lot).
- D. Vehicle storage for drive-throughs shall be located outside of and physically separated from the right-of-way of any street or internal access drive-isle. This area shall not interfere with the efficient internal circulation of traffic on the site, adjacent property, or adjacent street right-of-way. There shall be adequate vehicular stacking area so that vehicles waiting for the drive-through do not back up into the street.
- E. Portable carports and the like shall be permitted as an accessory structure in any nonresidential zoning district in the rear yard only.

4.11.2 *Alternative energy production.* For the purposes of this section, no construction, or any type of alternative energy production shall commence in the Town of Angier's planning and development regulation jurisdiction until a special use permit has been approved by the board of adjustment. All applicants for such a special use permit shall submit to the Town of Angier's Planning Department two copies of all documents required by the State of North Carolina, as well as any maps and charts accompanying these documents. These documents shall be reviewed by the Town of Angier Board of Adjustment and town staff.

If approved, a facility shall not be within a one-half mile radius of any other alternative energy facility, as measured from the edge of the property line. In addition to other site plan standards further described elsewhere within this ordinance, a six foot tall security fence and a visual screen of evergreen plantings shall be established and maintained around the site. All storage must be located indoors, and any equipment producing noise or sound shall be setback at least 100 feet from any property line. Also, decommissioning plans that describe the anticipated life of the facility, estimated decommissioning costs in current dollars, and the anticipated manner in which the facility will be decommissioned with the site being restored to predevelopment conditions shall be required. To ensure that funds will be available for decommissioning and restoration, an agreement shall be signed with the town and a surety bond or cash equivalent submitted as per the standards with chapter 9, section 9.7.

A. *Ethanol diesel and biofuel production.*

- 1. Storage tanks shall be located inside an above-ground containment area made of concrete that can hold 100 percent of the tank size located within it. The containment area may be constructed of other materials upon approval by the Harnett County Fire Code Official.
- 2. Acceptable storage tank materials include aluminum, steel, fluorinated polyethylene, fluorinated polypropylene, Teflon, and other similar durable, noncorrosive materials. Copper, brass, lead, tin, and zinc are prohibited.
- 3. Fuel shall be dispensed from either a gravity flow or vacuum flow pump.
- 4. Facility and all accessory structures (storage tanks, buildings, etc.) shall be setback a minimum of 500 feet from the public right(s)-of-way and all property lines.

B. *Solar energy facility.*

- 1. Solar power electric generation structures shall not exceed ten feet in height.

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2. Active solar structures shall meet the minimum setback for the zoning district in which it is located or be setback a minimum of 25 feet from all property lines or right(s)-of-way, whichever is greater.
 3. Applications for all solar energy facilities shall include a site plan with those items required elsewhere by this ordinance, as well as the following:
 - i. Elevation drawings of all solar energy structures;
 - ii. Location of all solar energy structures on the property; and
 - iii. Distance of all solar energy structures to property lines.
 4. Applications for grid-intertie photovoltaic systems or facilities shall include evidence that the owner(s) or operator(s) has been approved by the appropriate utility company to install an interconnected customer-owned generator. Installation of systems or facilities shall not occur until this evidence has been supplied. Off-grid systems are exempt from this requirement.
 5. Electric components of solar structures shall have an Underwriters Laboratories (UL) listing.
 6. All photovoltaic systems shall comply with the most recent edition of the National Electrical Code.
- C. *Wind energy facility.*
1. Wind energy facility structures shall be setback from all property lines and public right(s)-of-way a distance equal to one linear foot for every foot of height of the highest structure that is part of the facility or the minimum setback for the zoning district in which it is located, whichever is greater.
 2. Shadow flicker onto any occupied building on a nonparticipating property caused by a wind energy facility located within 2,500 feet of the occupied building shall not exceed 30 hours per year.
 3. The maximum height of wind turbines is 80 feet unless evidence is submitted otherwise showing approval for additional height from the Harnett County Fire Code Official.
 4. Attachment of structures for the collection of wind energy to a building of any kind shall be prohibited.
 5. Applications and/or site plans for wind energy facilities shall include the following items, in addition to those items required elsewhere by this ordinance.
 - i. The approximate generating capacity of the facility;
 - ii. The representative type and height of the wind turbines to be constructed, including dimensions, manufacturer, generator capacity per turbine, and a description of any ancillary facilities or structures;
 - iii. An environmental assessment for wind energy facilities shall be provided for review by the town and the state clearinghouse for distribution. Certification of distribution of the environmental assessment shall also be provided; and
 - iv. Evidence of compliance with applicable FAA regulations.
 - v. Location of all wind turbines and wind energy collection related structures;
 - vi. Access easement necessary for the use and maintenance of the facility and related structures; and

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- vii. The distance of wind turbines and wind energy collection related structures to the nearest property lines.
 - viii. Evidence that the owner(s) or operator(s) has been approved by the appropriate utility company to install an interconnected customer-owned generator. Such evidence shall be in the form of written verification that the plans have been reviewed, and if built to plans, the facility will be accepted by the utility company. Installation of systems or facilities shall not occur until this evidence has been supplied.
6. The visual appearance of wind energy facilities shall, at a minimum:
- i. Be a non-obtrusive color such as white, off-white, or gray;
 - ii. Not be artificially lighted, except to the extent required by the FAA; and
 - iii. Not display advertising (including flags, streamers, or decorative items), except for identification of the turbine manufacturer, facility owner(s), and operator.
7. Installation and design of a wind energy facility shall conform to the applicable industry standards, including those of the American National Standards Institute.
8. Any onsite collector system shall, to the maximum extent possible, be placed underground.
9. The noise emitted from such facility shall be not disturbing to adjacent properties. Evidence of such shall be furnished with the application for a wind energy system.

4.11.3 Infill nonresidential.

- A. Infill nonresidential shall be located only within the town center land use classification.
- B. Redevelopment shall be in the same building footprint, for retail and service uses, as the previous structure when applicable.
- C. Front and side yard setbacks shall be equal to the average primary structure setback on the same side of the street right-of-way and within the same zoning district within 300 feet of either side of the site. In cases where the average setback is located within existing or required right-of-way, the structure shall not be located therein.
- D. In addition to the site plan submitted for the special use permit process, the following information shall be included:
 - 1. Proposed uses;
 - 2. Traffic circulation;
 - 3. Delineation of units or phases;
 - 4. Impact on public services;
 - 5. Stormwater plan;
 - 6. Utilities plan.

4.11.4 Mining activities.

- A. No mining shall commence in the Town of Angier's planning and development regulation jurisdiction until a special use permit has been approved by the board of adjustment.
- B. Special use approval granted by the board of adjustment shall not become effective until a mining permit is issued by the North Carolina Department of Environment and Natural Resources, Division of Land Resources (DENR), Land Quality Section, or successor agency.

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- C. The operation will not constitute a substantial physical hazard to a neighboring dwelling house, school, religious structure, hospital, commercial, or industrial building, public street, or public property.
 - D. The operation will not have a significantly adverse effect on the purposes of a publicly-owned park, forest, or recreational open space area.
 - E. A special use permit shall automatically expire if at any time after its issuance the state mining permit is revoked or terminated.
 - F. Definitions. Definitions as listed in the NCGS and The Mining Act of 1971, both of North Carolina and as amended, shall apply to this Subsection.
 - G. Permit application.
 - 1. Applicants for a special use permit shall submit to the Town of Angier's Planning Department two copies of all documents required by the State of North Carolina for a mining permit application, the reclamation plan, and any maps and charts accompanying these documents. These documents shall be reviewed by the Angier Board of Adjustment and town staff.
 - H. Buffer and screening standards.
 - 1. A visual screen of evergreen plantings shall be established and maintained around that portion of the mining site that is being excavated or being used for the storage of minerals, as required elsewhere by this ordinance. When excavated areas have been reclaimed in accordance with the following: The Mining Act of 1971, of North Carolina and as amended, and Chapter 5 of the North Carolina Administrative Code, Title 15 "Environment & Natural Resources", any artificial screening may be removed.
 - 2. The visual screening requirements may be exempted when:
 - a. The planning department determines that existing vegetative cover will fulfill these requirements. Such natural screening may consist of existing vegetative cover including, but not limited to, trees and shrubs, not less than 50 percent of which shall be evergreen. Screening may also consist of earthen berms or other artificial screens used individually or in combination with each other and existing vegetation to achieve a screening effect required by this section. Screening materials and vegetation may be located in required buffer areas. All berms and other artificial screens requiring extensive land disturbance shall comply with the North Carolina General Statutes.
 - b. It is determined that due to topographic, or other circumstances where, through no fault of the permittee, that the requirements of this section cannot be provided. In such case, an alternative plan shall be submitted to the planning department.
 - I. Vibration standards. All mining activities in the Town of Angier shall conform to the vibration policy adopted by the Land Quality Section of the North Carolina Department of Environment and Natural Resources (DENR).

4.11.5 Outdoor storage (nonresidential).

- A. Outdoor storage, when permitted, shall be located in the rear yard and screened from view so that it is not visible from right(s)-of-way or adjacent property.
- B. Screening shall be in the form of vegetation, fencing, or a combination thereof, and shall completely shield from view the goods that are stored outside.
- C. This subsection shall not apply to the outdoor display of goods or services that are for sale.

~~4.11.6 Planned development.~~

~~4.11.6.1 Intent.~~ Planned developments are intended to provide for creation of well-planned environments through the application of flexible and diversified land development standards. A planned development is intended to encourage the application of new techniques and technology to residential, commercial, office, and light industrial uses which will result in a more comprehensive development arrangement with lasting function and appeal. It is further intended to achieve broader goals such as economic land development, consideration of environmental conditions, efficient street systems and utility networks, usable attractive open spaces, and the general well-being of the town's inhabitants.

~~4.11.6.2 General provisions.~~ Planned development districts existing prior to the adoption date of this ordinance shall be considered a use and no longer a separate zoning classification and shall follow the provision of this section, planned development. When applicable, the provisions for the RA-30 zoning district shall apply. In order to qualify for a planned development, the following criteria shall be met:

- ~~A. The areas proposed shall be in single ownership or if in several ownerships, the application for the special use permit shall be filed jointly by all of the owners of the properties in the plan.~~
- ~~B. A suitable master plan which will include a site layout shall be submitted by the developer(s) for review by the board of adjustment as part of the special use permit application.~~

~~4.11.6.3 Uses.~~ All planned developments shall contain a mix of uses, or densities, and/or residential housing types. Examples include but are not limited to a mix of: commercial and office, multifamily and single family detached products, commercial and residential, or office and residential uses. In no case shall a planned development contain only one type of use, density, or housing product.

~~4.11.6.4 Density and dimensional requirements:~~

- ~~A. The site(s) for a planned development must contain a minimum of three acres.~~
- ~~B. Both residential and nonresidential uses may be proposed in a planned development. The maximum overall density for single family detached units is five dwelling units per acre; and for multifamily is nine dwelling units per acre.~~
- ~~C. All dimensional standards will be stipulated by the master plan upon approval of the board of adjustment on a case-by-case basis. Dimensional standards proposed in the master plan shall include all of the following elements, in addition to the master plan requirements set forth in chapter 11:~~
 - ~~1. Maximum building height.~~
 - ~~a. Maximum building height may exceed 35 feet only in cases where sprinklers are installed in all structures.~~
 - ~~2. Perimeter and internal buffers.~~
 - ~~3. Minimum lot size.~~
 - ~~4. Minimum lot width.~~
 - ~~5. Minimum front yard setback.~~
 - ~~6. Minimum rear yard setback.~~
 - ~~7. Side yard setback.~~
 - ~~8. Corner side yard setback.~~
 - ~~9. Phase delineation.~~
 - ~~10. Architectural standards.~~

D. ~~Restrictive covenants and/or homeowners association by laws shall be submitted as part of the special use permit application. All items listed in section C above shall be referenced within said restrictive covenants and/or homeowners association by laws.~~

~~4.11.6.5 Open space requirements.~~

A. ~~Open space shall meet the requirements of chapter 6.~~

B. ~~Due to the size and scale of a planned development, payment in lieu of dedication, as regulated in chapter 6, shall not be permitted.~~

~~4.11.6.6 Approval procedures.~~

A. ~~Any request pertaining to the establishment of a planned development shall be considered as a special use permit.~~

B. ~~For planned developments the applicant may elect to develop the site in successive phases in a manner indicated in the required master plan. However, the infrastructure improvements of each stage shall be a minimum of 75 percent completed before the commencement of development of the next phase.~~

C. ~~The administrator may require that development be done in phases if public facilities are not available to serve the entire facility initially.~~

~~4.11.6.7 Master plan required.~~

A. ~~The initial master plan, shall be prepared and submitted, containing elements and according to the requirements set forth in chapter 11.~~

B. ~~The technical review committee shall review the master plan for completeness and compliance with this section and applicable provisions of this ordinance prior to review of the special use permit. Approval of the special use permit herein is for the overall concept of the planned development, those items specifically listed in "Density and Dimensional Requirements" of this section, and those items specifically listed in "Changes and Modifications" of this section.~~

~~4.11.6.8 Changes and modifications.~~

A. ~~Major changes in an approved planned development shall be treated as amendments to the master plan for that planned development. Any major changes require review and approval of the board of adjustment. Major changes include, but are not limited to:~~

- ~~1. Increase in overall density;~~
- ~~2. Changes in boundary lines;~~
- ~~3. Changes in land use, location, or amount of land devoted to specific land uses including recreation and open space;~~
- ~~4. Changes in the number, except in cases of a decrease, or mix of dwelling units;~~
- ~~5. Alterations to street design;~~
- ~~6. Changes in infrastructure;~~
- ~~7. Alternate materials or other changes that significantly alter the exterior appearance of structures.~~

B. ~~Minor modifications in the planned development may be approved by the TRC. Minor modifications include, but are not limited to minor shifting of the:~~

- ~~1. Location of buildings;~~

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2. ~~Proposed streets;~~
 3. ~~Public or private rights-of-way;~~
 4. ~~Utility easements;~~
 5. ~~Parks;~~
 6. ~~Other public spaces;~~
 7. ~~Other features of the plan.~~

4.11. ~~6.7~~ *Temporary uses.* Temporary structures and uses, when in compliance with all applicable provisions of this ordinance, and all other ordinances of the Town of Angier shall be allowed. The following temporary structures and uses shall be permitted:

4.11. ~~6.7.1~~ *Construction trailers.* Construction trailers used in conjunction with construction projects provided that the following requirements are met:

- A. Such construction trailers may be located at a building site where there is a valid building permit for the construction project, or, in the case of a residential subdivision, a valid building permit for at least one of the residential units being constructed.
- B. All construction trailers shall be located at least ten feet off any street right-of-way and shall not be placed in any required rear or side yard setback.
- C. All construction trailers shall be removed from the construction site not more than 30 days following the issuance of the certificate of occupancy for the project or, in the case of a residential subdivision, for the final residential unit.
- D. In addition to construction trailers, at any construction site for a construction project, one security guard house may be installed. Use of such structures may include overnight stay provided adequate sanitary facilities are provided and the same conditions for construction trailers are met.

4.11. ~~6.7.2~~ *Residential sales offices.*

- A. Any temporary structure used as a sales office shall be located on a lot which is in compliance with the regulations of this ordinance and shall meet all yard requirements for the applicable zoning district.
- B. A minimum of three off-street parking spaces shall be provided on the lot to accommodate persons using the sales office.
- C. If a permanent residential structure is used as the sales office, future use of said structure shall be for residential purposes. Said 'future use' shall be initiated within 30 days of issuance of a certificate of occupancy for the final residential unit.
- D. A trailer may be used as a temporary sales office, provided that the following conditions are met:
 1. The trailer shall be provided with underpinning, from the bottom of the walls to the ground, made of masonry, vinyl, pre-painted aluminum material, or other similar material.
 2. Landscaping shall be provided around the base of the trailer.
 3. At the completion of the sales in a tract, or two years from the date the temporary sales office began operation, whichever is sooner, said sales office shall cease operation unless the administrator determines that substantial progress is being made in the selling and/or marketing of the lots and/or homes in the subdivision. In such case, one extension (not to exceed one year in duration) may be so authorized by the administrator. Further extension

shall be reviewed and approved by the board of adjustment and shall not exceed one year in duration. If a temporary structure is used as the sales office, it shall be removed after its use as a sales office is terminated. Within 30 days after the structure is removed, the lot shall be returned to a natural state. Any paved or graveled driveway and/or parking area associated with the sales office shall also be removed. All bare soil areas on the lot shall be returned to a natural vegetative state (reseeded or sodded) immediately after removal of the sales office and driveway/parking area.

4.11. ~~67~~.3 *Portable storage containers.*

- A. Up to two portable storage containers may be permitted on a site as a temporary use for a period of 30 days for storage of household items during renovations and moving. A one time extension of an additional 30 days may be granted by the administrator if the applicant demonstrates that progress is being made towards completing the project that makes the portable storage container necessary.
- B. Portable storage containers shall not be located closer than 20 feet from the front property line or five feet from any other property line.
- C. Portable storage containers shall not impede the ability to meet minimum parking requirements for a site.

4.11. ~~67~~.4 *Temporary sales and events.*

- A. Certain uses of a temporary nature which would not otherwise be permitted in a particular zoning district may be issued a temporary permit as herein provided.
- B. The following salespersons or representatives are exempt from the bond requirements and permit application fee required by this section; however, must comply with other permit requirements as set forth in this section:
 - 1. Churches, civic organizations, and nonprofit organizations that are tax exempt under the provisions of the Internal Revenue Code are exempt for activities involving craft fairs, flea markets, and yard sales; provided that such activities will not be held on more than four days in any 12-month period.
 - 2. Vendors at special events such as Christmas Parade, Crepe Myrtle Festival, etc., selling goods only for that event. Food vendors will need to obtain necessary permits from the state and county health departments.
 - 3. Seasonal sales of Christmas trees, pumpkins, or locally grown produce.
- C. The following shall be prohibited for temporary sales conducted by itinerant merchants:
 - 1. It shall be unlawful for any person to do business as an itinerant merchant without first receiving a temporary use permit issued by the administrator or his designee.
 - 2. It is unlawful for any itinerant merchant to conduct any business any closer to a public street than 20 feet from the edge of the pavement. Such edge shall be maintained as a buffer and no tables, merchandise, items, parking, or any other obstructions, shall be allowed within said 20-foot buffer. It shall be the responsibility of the permit holder to maintain the buffer area clear of all vehicles and any other items at all times.
 - 3. All itinerant merchants shall provide to the Town of Angier in the application for a permit, a plan for parking which shall provide areas outside of the above-mentioned buffered area.
 - 4. It shall be unlawful for itinerant merchants to conduct business during the hours between 5:00 p.m. and 9:00 a.m. Monday through Saturday and at no time on Sunday.

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5. Itinerant merchant activity shall be allowed only in the O&I, CB, GB, and CP districts or on the property of a permitted civic use as listed in the "Permitted Uses Table". The activity shall be allowed only on premises owned or controlled by the itinerant merchant or with the written permission of the property owner.
 6. Itinerant merchant activities shall not be allowed on town property except for town-sponsored events and with invitation of the town. The town property includes, but is not limited to: sidewalks, parking lots, streets, parks, or any other town-owned or controlled property.
- D. Additionally temporary sales conducted by itinerant merchants:
1. Shall comply with the sign regulations set forth in chapter 10;
 2. Shall not impede vehicular or pedestrian traffic; and
 3. Shall not occupy designated parking spaces of the town.
- E. All parking of vehicles shall be done in compliance with all applicable laws and town ordinances. Further, the police department may enforce such temporary controls to alleviate any special hazards and/or congestion created by any itinerant merchant sale activities.
- F. The duration for operating as an itinerant merchant shall not be excess of ten consecutive days and not more than three permits per year may be issued to any one itinerant merchant or business whether or not said permit is obtained by a different individual, it shall be limited to three per business. Upon termination of the permit, all temporary buildings erected for the purpose of such use and all trash and debris generated in connection with said use shall be removed by the applicant or owner of the premises by the close of the sale or by the end of daylight, whichever first occurs.
- G. Upon expiration of the permit due to time, the applicant may apply for a renewal of the permit upon a form designated by the administrator, which shall indicate what changes, if any, have occurred since the date that the original application was completed and said renewal is within the calendar year and furthermore, there shall be no more than one original and two renewals allowed per calendar year as stated above.
- H. The itinerant merchant selling or providing any unprepared food or consumable items shall comply and provide proof of compliance with regulations of the North Carolina Department of Agriculture. The itinerant merchant selling or providing prepared food shall obtain a permit from the Harnett County or Wake County Environmental Health Department.
- I. Each person requesting a permit under this section shall file with the administrator a written application, which shall contain the following information:
1. The name and address of the individual filing the application.
 2. The name and address of the principal or employer if the applicant is an agent or employee.
 3. A complete physical description of the applicant including height, weight, sex, race, date of birth, and any distinguishing characteristics.
 4. A description of the goods or services to be sold or offered.
 5. A statement as to whether the applicant intends to receive payment or deposit for goods or services to be delivered or rendered in the future.
 6. The inclusive dates which the applicant wishes to have a permit to carry on business within the town.

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7. A statement as to which days of the week the applicant wishes to conduct business within the town.
 8. A complete description of the vehicle or method of transportation the applicant intends to use for business purposes while in the town including license number.
 9. A statement as to whether the applicant, his principal or employer, or other person having management or supervisor function in the applicant's business, has been convicted of a criminal offense, and if so, the name of the person convicted, the nature of the offense, the punishment assessed and when and where the offense occurred.
 10. A statement as to the exact location in the town the applicant intends to conduct business along with any necessary permission from the owner and a diagram showing designated parking to be provided for said business as it may apply to itinerant merchants.
 11. A list of all persons, other than the applicant, who would be authorized by the applicant to engage in soliciting in the applicant's behalf.
- J. Each person filing an application for issuance of a permit to solicit, peddle or be an itinerant merchant in the town shall present a valid driver's license or an approved state-issued identification card with a photograph, at the time of filing the application.
- K. At the time of filing the application, the applicant shall present proof of a current town privilege license evidencing that the business or organization has paid the required privilege license tax for the current fiscal year if same applies.
- L. A fee as set forth in the town's schedule of fees made payable to the town, will be collected at the time application is made. The fee is for processing of the application and is nonrefundable.
- M. A permit issued under this section is not transferable.
- N. Before any permit shall be issued under the provisions of this section, the applicant shall furnish a bond in the penal amount of \$5,000.00 to the town signed by the applicant and as surety by some surety company authorized to do business in this state, conditioned upon the final delivery of goods, wares, merchandise, services, photographs, magazines, and newspapers in accordance with the terms of any and all purchasers or customers for any and all defects in material and workmanship that may exist in the article sold by the principal on such bond, at the time of delivery, and that may be discovered by such purchaser or customer within 30 days after delivery. Such bond shall be for the use and benefit of all persons that may make any purchase or give any order to the principal on such bond, or to any agent or employee of the principal. The principal shall be in effect for 180 days from expiration of this permit. Only one bond shall be required of each applicant, even though such applicant shall have one or more agents or employees, provided such bond shall be made to cover the activities of all such agents or employees. Applicants soliciting for recognized charitable organizations, churches, schools, civic organizations, and similar neighborhood associations performing fundraising activities for their organization are exempt from such bond.
- O. The administrator or his designee shall issue a permit to the applicant within five working days of filing the application, if it is determined that the applicant has complied with the provisions of this article and proposes to engage in a lawful commercial or professional enterprise.
- P. The applicant must carry the signed original of this permit along with an approved state identification card with a photograph at all times while engaged in business. Certified copies of the letter will be provided by the administrator for each agent or employee doing business with or for the applicant for a charge of \$1.00 each. The employee or agent's name must appear on the initial application and will be included on the permit. Each agent or employee must carry the

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signed certified copy of this permit along with an approved state identification card with a photograph at all times while engaged in business. The permit and identification must be displayed upon demand of any police officer or code enforcement officer. Failure to produce the required permit and identification may result in the revocation of all copies and the original permit issued for the applicant and the listed agents or employees.

- Q. Photograph identification used by a private company or organization will not be accepted as a substitute for an official state-issued identification card with photograph. The issuing state; however, is not mandated to be North Carolina.
- R. Any applicant denied a permit will be mailed a letter within five working days after making application, stating the reason for denial. Denial will be made if it is determined that provisions of this article have not been met or the applicant does not propose to engage in a lawful commercial or professional enterprise. Conviction of criminal offenses by the applicant or principals in the business, which indicate a propensity for violence, theft, fraud, or similar offenses, may be cause for denial of a permit. The administrator or his designee may revoke a permit issued under this section when there is a reasonable factual basis that doing so would be in the best interest of the health, safety, welfare or morals of the public. The administrator shall mail a letter to the address listed for the applicant on the application notifying them of the reason for the revocation. The administrator or his designee upon observing violation of the safety provisions contained herein may revoke the permit of the operator to cease operations until such time as the violations are corrected and furthermore, may cite the permit holder for violation and penalties shall be applicable.

4.11.67.5 Yard sales.

- A. For the purposes of this section, the following terms, phrases, words and their derivations shall have the meaning given herein:
 - 1. Personal property shall mean property, which is owned, utilized and maintained by an individual or members of his or her residence and acquired in the normal course of living in or maintaining a residence. It does not include merchandise which was purchased for resale or obtained on consignment.
 - 2. Yard sale shall mean and include all general sales, open to the public, conducted from or on a residential zone, as defined by this ordinance, for the purpose of disposing of personal property including, but not limited to, all sales entitled "garage", "lawn", "yard", "attic", "porch", "room", "backyard", "patio", "flea Market", or "rummage" sale. This definition shall not include a situation where not more than five specific items are held out for sale and all advertisement of such sale specifically names those items to be sold.
- B. No yard sale shall be conducted unless and until the individual or group desiring to conduct such sale shall obtain a permit therefore from the administrator or his designee. Members of more than one residence may join in obtaining a permit for a yard sale to be conducted at the residence of one of them.
- C. The provisions of this section shall not apply to or affect the following:
 - 1. Persons selling goods pursuant to an order or process of a court of competent jurisdiction.
 - 2. Persons acting in accordance with their powers and duties as public officials.
- D. Any bona fide charitable, eleemosynary, educational, cultural or governmental institution organization when the proceeds from the sale are used directly for the institution or organization's charitable purposes and the goods or articles are not sold on a consignment basis.

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- E. Prior to the issuance of any yard sale permit, the individuals conducting such sale shall file a written statement with the administrator or his designee setting forth the following information:
1. Full name and address of applicant.
 2. The location at which the proposed yard sale is to be held.
 3. The date when the sale shall be held.
 4. An affirmative statement that the property to be sold was owned by the applicant as his own personal property and was neither acquired nor consigned for the purpose of resale.
- F. There may be an administrative processing fee for the issuance of such permit, established from time to time by the town board of commissioners.
- G. The permit shall set forth and restrict the time and location of such yard sales. No more than three such permits for no more than two consecutive days only for each permit may be issued to one residence and/or family household during any calendar year. If members of more than one residence join in requesting a permit, then such permit shall be considered having been issued for each and all such residences.
- H. Such yard sales shall be limited in time to no more than the daylight hours of the day for which the permit is granted.
- I. If a yard sale is not held on the date for which the permit is issued or is terminated during the day of the sale because of inclement weather conditions, and an affidavit by the permit holder to this effect is submitted, a representative of the code enforcement department may issue another permit to the applicant for a yard sale to be conducted at the same location within 30 days from the date when the sale was to be held. No additional permit fee will be required.
- J. A fourth yard sale shall be permitted in a calendar year if satisfactory proof of a bona fide change in ownership of the real property is first presented to the administrator or his designee.
- K. Before issuing a permit, a representative of the code enforcement division may conduct an investigation as may reasonably be necessary to determine if there is compliance with this section.
- L. Any permit in possession of the holder or holders of a yard sale shall be posted on the premises in a conspicuous place so as to be seen by the public and the town code enforcement officer or his/her designee.
- M. Only the following signs may be displayed in relation to a pending yard sale:
1. A yard sale shall be allowed one sign on the lot of the yard sale, provided the sign does not exceed 42 inches in height, four square feet per side, and eight square feet total aggregate.
 2. A yard sale shall be allowed two additional directional signs located off-premises provided written permission to erect said signs is received from the property owners upon whose property such signs are to be placed and the signs to not exceed 42 inches in height, four square feet per side and eight square feet total aggregate.
 3. No sign or other form of advertisement shall be exhibited for more than three days prior to the day such sale is to commence. Signs must be removed at the close of the yard sale activities or by the end of daylight, whichever first occurs.
- N. The individual to whom such permit is issued and the owner or tenant of the premises on which sale of activity is conducted shall be jointly and severally responsible for the maintenance of good order and decorum on the premises during all hours of such sale or activity. No such individual shall permit any loud or boisterous conduct on said premises nor permit vehicles to impede the

passage of traffic on any streets in the area of such premises. All such individuals shall obey the reasonable orders of any member of the police or fire department of the city in order to maintain the public health, safety and welfare.

- O. A police officer or any other official designated by the Code of Ordinances to make inspections under the licensing or regulating ordinance or to enforce the same, shall have the right of entry of any premises showing evidence of a yard sale for the purpose of enforcement or inspection and may close the premises from such a sale, or arrest any individual who violates the provisions of this section.
- P. All parking of vehicles shall be done in compliance with all applicable laws and ordinances. Further, the police department may enforce such temporary controls to alleviate any special hazards and/or congestion created by any yard sale.
- Q. Any permit issued under this article may be revoked or any application for issuance of a permit may be refused by the administrator or his designee if the application submitted by the applicant or permit holder contains any false, fraudulent or misleading statement.
- R. If any individual is convicted of an offense under this section, the code enforcement department is not to issue such individual another yard sale permit for a period of two years from the time of conviction.
- S. Every article sold and every day of a sale conducted in violation of this section shall constitute a separate offense.

4.11. ~~78~~ *Wireless telecommunications towers.* The following development standards for planning and development regulation jurisdiction of the Town of Angier shall:

- A. Apply to the installation, construction, attachment, removal, and alteration of facilities to accommodate wireless communication facilities;
- B. Provide the criteria for evaluating such proposed activities;
- C. Provide a procedure for the suitability certification and accomplishing related purposes.

4.11. ~~78.1~~ *Purpose.*

- A. The Town of Angier desires to encourage the orderly development of wireless communication technologies for the benefit of the town and its citizens. The town also recognizes the character of the different entities of the town.
- B. As a matter of public policy the town aims to encourage the delivery of new wireless technologies throughout the town while controlling the proliferation of communication towers. Such development activities will promote and protect the health, safety, prosperity and general welfare of persons living in the Town of Angier.
- C. Specifically, the wireless communication facility development standards are designed to achieve the following:
 - 1. Provide a range of locations for wireless communication facilities throughout the town; and
 - 2. Encourage the location of wireless communication facilities onto existing structures to reduce the number of new communication towers needed within the Town of Angier; and
 - 3. Encourage collocation and site sharing of new and existing wireless communication facilities; and
 - 4. Control the type of tower facility constructed when towers are permitted; and

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5. Establish adequate development and design criteria to enhance the ability of providers of telecommunications services to provide service to the community quickly, effectively, and efficiently; and
 6. Protect residential, historic preservation areas, and scenic corridors from the uncontrolled development of wireless communications facilities by requiring reasonable siting conditions; and
 7. Promote the use of suitable lands for the location of wireless antennae, towers, and/or wireless communications facilities; and
 8. Insure the harmonious, orderly and efficient growth and development of wireless communications facilities within the town; and
 9. Enhance the economy of the town through the continued use of the town's public resources; and
 10. Provide development standards for the development of wireless communication facilities which are consistent with the requirements of the Federal Telecommunications Act of 1996 and in the best interest of the future of the Town of Angier; and
 11. Provide clear performance standards addressing the siting of wireless communication facilities; and
 12. Streamline and expedite the permitting procedures to effect compliance with the Federal Telecommunications Act of 1996.

4.11.78.2 *Certain uses not covered by this section.* Nothing in this ordinance shall reduce any of the permitted uses within the Town of Angier. Nothing in this section shall affect the right of a property owner to use or develop their property as would be consistent with this ordinance and land use plan. Nothing in this ordinance shall affect the right of a property owner to continue any legal nonconforming use.

4.11.78.3 *Interpretation and definitions.*

- A. To the extent these development standards conflict with other ordinances regarding wireless communications technology for the Town of Angier, these development standards shall control.
- B. For the purposes of this section, words used in the present tense include the future tense; words in the singular number include the plural number, and words in the plural number include the singular number; the word "shall" is mandatory; the word "may" is permissive; the word "used" includes "designed" and "intended" or arranged to be used or occupied; and the word "person" includes a firm, association, organization, partnership, trust, foundation, company or corporation as well as an individual.
- C. For the purpose of this section certain words, phrases and terms used herein shall be interpreted as shown in Appendix A, Definitions and below. The administrator or designee shall define any word, phrase or term not defined herein. The interpretation shall be based upon its common and ordinary usage in the region.
 1. Federal Aviation Administration—FAA
 2. Federal Communications Commission—FCC
 3. Federal Telecommunications Act of 1996—FTA

4.11.87.4 *Preferred locations for wireless communication facilities and applicability.* The following wireless communication facilities may be allowed within the Town of Angier's planning and development regulation jurisdiction according to the following priority:

- A. *Antenna attachments.* Antenna attachments onto existing support structure or onto an attached wireless communication facility shall be permitted by administrative approval subject to the development criteria of this section.
- B. *Lands owned by the Town of Angier.*
- C. *All land identified in Table A.* Antenna attachments or wireless communication facilities with support structures shall be permitted by special use permit approval subject to the development criteria of this section of this ordinance and Table A.

Zoning District	Support Structure Type	Notes
Commercial Districts	Monopole	Structure shall not be constructed less than 600 feet from an existing residential structure and; structure shall not be constructed less than 300 feet from a right-of-way and; structure shall not be constructed less than one 1,000 feet from any state maintained street or right-of-way.
Commerce Park District	Monopole	Structure shall not be constructed less than 300 feet from an existing residential structure or right-of-way and; structure shall not be constructed less than 1,000 feet from any state street or right-of-way.
Residential and Agriculture Districts	Monopole	Structure shall not be constructed less than 300 feet from an existing residential structure or right-of-way and; structure shall not be constructed less than 1,000 feet from any state street or right-of-way.

- D. *Other lands.* Wireless communication facilities with support structures shall only be permitted on all other lands not identified in Table A by means of approval of a special use permit. Prior to applying for a special use permit, the applicant shall provide the town with adequate information to establish that lands included in Table A above, cannot be made suitable for wireless communication facility locations.

4.11.8.5 Development standards.

- A. *Height standards.* The following height standards shall apply to installation of all wireless communications facilities:
 1. *Attached wireless communications facilities.* Attached wireless communication facilities shall not add more than 20 feet to the height of the existing building or structure to which it is attached (attachment structure). However, antenna attachments to existing communication towers shall not increase the height of tower above the maximum original permitted height of that tower.
 2. Wireless communication facilities with support structures identified in Table A shall have a maximum height of 199 feet.
 3. Height for wireless communication facilities with support structures on other lands not meeting the requirements in 1. or 2. above shall be reviewed on a case-by-case basis as part of the special use permit process. The height of the proposed wireless communication facility should be consistent with the height standards indicated in this ordinance for similar properties in similar locations; and considering ground elevations, topographical conditions, and other site development criteria within this ordinance.

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- B. *Setback standards.* The following setback standards shall apply to all wireless communication facility installations:
1. *Attached wireless communication facilities.* Attached wireless communication facilities shall meet the setback provisions of the underlying zoning district in which they are located. However, an attached wireless communication facility antenna array may extend up to 30 inches horizontally beyond the edge of the attachment structure so long as the antenna array does not encroach upon an adjoining parcel or right-of-way.
 2. Wireless communications facilities with support structures wireless communications facilities with support structures shall meet the setback requirements noted in Table A.
 3. Setback standards for wireless communication facilities with support structures on other lands not meeting the requirements in 1. or 2. above shall be reviewed on a case-by-case basis as part of the special use permit process. The distance setbacks of the proposed wireless communication facility should be consistent with the setback standards indicated in this ordinance for similar properties in similar locations; and considering ground elevations, topographical conditions, and other site development criteria within this ordinance.
- C. *Landscaping standards.* The following landscaping requirements shall be maintained by the tower owner and shall apply to all wireless communications facility installations:
1. *New construction.* New wireless communication facilities with support structures and attached wireless communication facilities with new building construction shall be landscaped with a minimum landscaped area of 60 feet around the perimeter of the opaque security fence. Monopole type structures shall have a minimum of 30 feet around the perimeter of the security fence meeting the following standards:
 - a. One row of drought tolerant, nondeciduous trees with a minimum caliper of 1.75 inches shall be installed with a maximum spacing of 25 feet.
 - b. Drought tolerant, nondeciduous shrubs capable of creating a continuous hedge and obtaining a height of at least five feet shall be planted with a maximum spacing of five feet. Plants shall be at least three-gallon container plants and at least 24 inches tall at the time of planting.
 2. *Land form preservation.* Existing mature tree growth and natural land form on the site shall be preserved to the extent feasible; provided however, that vegetation that causes interference with the antennas or inhibits access to the equipment facility may be trimmed or removed.
 3. *Existing vegetation.* Existing vegetation on a wireless communication facility site may be used in lieu of required landscaping where approved by the zoning administrator or designee.
 4. *Minimum site disturbance.* Grading for the new wireless communication facility shall be minimized and limited only to the area necessary for the new facility.
- D. *Aesthetics, placement, materials and colors.* The following standards shall apply to all new antenna arrays and new wireless communications facilities:
1. Antenna array attachments shall be designed so as to be compatible with the wireless communication facility to which it is to be affixed; including but not limited to matching the proposed array with existing structural design, façade colors, and camouflage technology.

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2. New wireless communication facilities shall be designed to be compatible with existing structures and surroundings to the extent feasible. For all new facilities' locations; including but not limited to considerations of scale and space of the immediate vicinity of the new facility, placement in a location which is consistent with proper functioning of the wireless communications facility, the use of compatible or neutral colors, and camouflage technology.
- E. *Lighting standards.* The following lighting requirements shall apply to all wireless communications facility installations. Wireless communications facilities shall not be artificially illuminated, directly or indirectly, except for:
1. Security and safety lighting of equipment buildings if such lighting is appropriately down shielded to keep light within the boundaries of the site; and
 2. Such illumination of the wireless communications facility as may be required by the FAA or other applicable authority installed in a manner to minimize impacts on adjacent residences.
 3. Unless otherwise required by the FAA or other applicable authority, the required night lighting shall be red and a type of lens used to reduce ground lighting when the site is within 300 feet of a residential dwelling.
- F. *Signage.* Wireless communications facilities shall not display any signage, logos, decals, symbols or any messages of a commercial or noncommercial nature, except for a small message containing provider identification and emergency telephone numbers and such other information as may be required by local, state, or federal regulations governing wireless communications facilities.
- G. *Fencing.* Wireless communications facilities with support structures shall be enclosed by an opaque fence not less than six feet in height and approved by the zoning administrator. Security features may be incorporated into the buffer and landscaping requirements for the site. All fencing shall meet the requirements of state or federal agencies.
- H. *Radio frequency emissions/sound.* The following radio frequency emissions standards shall apply to all wireless communications facility installations:
1. *Radio frequency impact.* The FTA gives the FCC jurisdiction of the regulations of radio frequency (RF) emissions, and wireless communications facilities that do not exceed the FCC standards shall not be conditioned or denied on the basis of RF impact.
 2. *FCC compliance.* In order to provide information to its citizens, copies of ongoing FCC information concerning wireless communications facilities and RF emissions standards may be requested from time to time. Applicants for wireless communications facilities shall be required to provide information with the application on the measurement of the effective radiated power of the facility and how this meets the FCC standards.
 3. *Sound prohibited.* No unusual sound emissions such as alarms, bells, buzzers or the like are permitted.
- I. *Structural integrity.* Wireless communication facilities with support structures shall be constructed to the Electronics Industries Association/Telecommunications Industries Association (EIA/TIA) 222 Revision F Standard entitled "Structural Standards for Steel Antennas Towers and Antenna Support Structures" (or equivalent), as it may be updated and amended. Each support structure shall be capable of supporting multiple antenna arrays.
- J. *Collocation support structure design.* All wireless communication facilities with a support structure up to a height of 150 feet shall be engineered and constructed to accommodate at least

three antenna array. All wireless communication facilities with a support structure up to a height of 199 feet or greater shall be engineered and constructed to accommodate at least four antenna array.

- K. *Collocation agreement.* All applicants for wireless communication facilities are required to submit a statement with the application agreeing to allow and reasonably market collocation opportunities to other wireless communications facility users. The statement shall include the applicant's policy regarding collocation of other providers and the methodology to be used by the applicant in determining reasonable rates to be charged other providers. The collocation agreement shall be considered a condition of issuance of a special use permit. A special use permit shall not be issued unless the applicant complies with the collocation policy outlined in this ordinance.

4.11.87.6 *Review process.* The applicable development criteria referred to herein are those set forth in this section:

- A. *Permitting procedures.* Attached wireless communications facilities without new building construction that meet the development criteria may be permitted by administrative review, or antenna array attachments onto existing structures may also be permitted by administrative review. All other proposed wireless communication facilities shall be subject to the special use permit process.
- B. *Wireless communications facilities as a part of a coordinated development approval.* Wireless communications facilities as part of a proposed "major" residential or nonresidential subdivision, planned unit development, conditional rezoning, or other coordinated development approval shall be reviewed and approved through those processes.
- C. *Temporary wireless communications facilities may be permitted by administrative approval for a term not to exceed 90 days.* Once granted, a temporary wireless communication facility permit may be extended for an additional 90 days upon evidence of need by the applicant. In case of emergency, (e.g., storm damage to an existing tower or other circumstances resulting in the interruption of existing service) the administrative review shall be expedited to the extent feasible.

4.11.87.7 *Approval process.*

- A. *Proposals.* A new wireless communication facility shall not be approved unless the board of adjustment finds that the equipment planned for the proposed tower cannot be accommodated on existing or approved towers, buildings, or alternative structures within a qualified search ring of the proposed wireless communications facility due to one or more of the following reasons:
1. The planned equipment would exceed the structural capacity of the existing or approved tower, building or structures, as documented by a qualified or licensed North Carolina Professional Engineer, and the existing or approved tower, building or structure cannot be reinforced, modified, or replaced to accommodate planned or equivalent equipment at a reasonable cost.
 2. The planned equipment would cause interference materially impacting the usability of other existing or planned equipment at the tower, building, or other structure as documented by a qualified or licensed North Carolina professional engineer and the interference cannot be prevented at a reasonable cost.
 3. Existing or approved towers, buildings, or other structures within the qualified search ring, or combinations thereof, cannot accommodate the planned equipment at a height necessary to function reasonably as documented by a qualified or licensed North Carolina professional engineer.

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4. Other unforeseen reasons that make it infeasible to locate the planned telecommunication equipment upon an existing or approved tower, building, or other structure.
- B. *Special use application required.* No person, firm or corporation shall install or construct any wireless communication facility unless and until a special use permit has been issued pursuant to the requirements of this ordinance.
- C. *Pre-existing wireless communications facility.* Wireless communications facilities which were installed prior to the effective date of this ordinance shall be considered as nonconforming.
- D. *Amateur radio exclusion.* This section shall not govern the installation of any amateur radio facility that is owned and operated by a federally licensed amateur radio station operator.
- E. *Relationship to other ordinances.* This section shall supersede all conflicting requirements of other ordinances regarding the locating and permitting of wireless communication facilities.
- F. *Building codes.* Construction of all wireless communication facilities shall comply with the requirements of the North Carolina State Building Codes and permitting process in addition to the requirements of this section.
- G. *Application submission.* All applications, regardless of wireless communication facility type shall include all of the requirements contained in this section:
1. *Application contents.* Each applicant requesting a special use permit under this ordinance shall submit a sealed complete set of drawings prepared by a licensed architect or engineer that will include a site plan, elevation view, and other supporting drawings, calculations, and other documentation showing the location and dimensions of the wireless communications facility and all improvements associated therewith, including information concerning specification, antenna locations, equipment facility and shelters, landscaping, parking, access, fencing and, if relevant as determined by staff, topography, adjacent uses, and existing vegetation.
 - a. A "zone of visibility map" map which shall be provided in order to determine locations from which the tower may be seen.
 - b. Pictorial representations of "before and after" views from key viewpoints both inside and outside of the town as may be appropriate, including but not limited to state highways and other major streets; local parks; other public lands; and historic sites normally open to the public.
 - c. Applications proposing to collocate on an existing wireless communication facility shall include a radio frequency intermodulation study with their application.
 2. *Submission requirements.* Application for a special use permit shall be submitted to the town on forms prescribed by the town. The application shall be accompanied by a site plan containing the information described above and a SHPO report showing no adverse effects. If review is required, the application and site plan shall be placed on the next available board of adjustment agenda in accordance with the agenda deadlines established by the town.
 3. *Application fees.* A wireless communication application fee shall accompany each application. Please refer to the current approved rate and fee schedule as approved by the Town of Angier Board of Commissioners.
- H. *Administrative review.* The following administrative review process shall apply to all wireless communications facility collocation applications eligible for administrative review:

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1. *Review authority.* Review of the attachment and collocation of antenna under this section shall be conducted by the zoning administrator or the designee upon filing an application.
 2. *Review criteria.* Each application shall be reviewed for compliance with the development criteria specified in this section.
 3. *Timing of decision.* The zoning administrator or designee shall render a decision on the wireless communication facility application by written response to the applicant within 20 business days after receipt of the complete application, except that an extension may be agreed upon by the applicant.
 4. *Application denial.* If administrative approval is not obtained or is denied due to noncompliance with the development criteria, the applicant may appeal the denial by applying for board of adjustment review.
 5. *Application approval.* If the application together with all required addenda are in compliance with the development criteria and otherwise meets the requirements of this section, the zoning administrator or designee may approve the application and authorize issuance of the proper permits.
- I. *Board of adjustment review.* The following shall apply to all special use permit applications requiring submission to the board of adjustment:
1. *Review authority.* The board of adjustment shall be the review authority for special use permit applications not eligible for administrative review.
 2. *Notice.* Notice of the application and the evidentiary hearing for the special use permit by the board of adjustment shall be in accordance with this ordinance.
 3. *Evidentiary Hearing.* The board of adjustment shall review and consider the TAA application at an evidentiary hearing. At the evidentiary hearing, interested persons may appear and offer information in support of or opposition to the proposed application. The board of adjustment shall consider the following in reaching a decision:
 - a. *Development criteria.* The complete special use permit application shall be reviewed for compliance with the development criteria set forth in this section.
 - b. *Tower siting conditions.* The board of adjustment may recommend alternative development criteria, impose conditions, or add restrictions on the application as it deems necessary to reduce or minimize any adverse effects and to enhance the compatibility of the wireless communication facility with the surrounding property, in accordance with the purposes and intent of this ordinance, provided the alternative development criteria, conditions, or restrictions are reasonable and capable of being accomplished. The inclusion of additional conditions, development criteria, or restrictions shall be by specific inclusion in a motion for approval.
 - c. The special use permit shall be granted when each of the following findings of fact has been made by the board of adjustment:
 - i. The wireless communication facility will not materially endanger the public health or safety if located where proposed and developed according to the plan submitted;
 - ii. The wireless communication facility meets all required conditions, specifications, and development standards of this ordinance;

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- iii. The wireless communication facility will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity;
 - iv. The location and character of the use, if developed according to the plan submitted, will be in harmony with the area in which it is to be located and in general conformity with the plan of development of the planning and development regulation jurisdiction and its environs;
 - v. If applicable, additional development conditions are based upon the purpose and goals of this ordinance; and
 - vi. If applicable, additional development conditions are reasonable and capable of being accomplished.
- d. *Action.* Following the evidentiary hearing and presentation of evidence, the board of adjustment shall take one of the following actions:
- i. Approve the application as submitted; or
 - ii. Approve the application with conditions or modifications; or
 - iii. Refer the application for additional information or neighborhood input; or
 - iv. Deny the application in writing.
4. *Findings.* All quasi-judicial decisions rendered by the board of adjustment concerning a special use permit application shall be supported by written findings of fact and conclusions of law based upon substantial evidence of record.
5. *Timing of quasi-judicial decision.* The board of adjustment shall hold an evidentiary hearing within 60 days or less of the final submission of all required application documents and technical review, however, this time may be increased due to deferrals by either the applicant or the board of adjustment.
6. *Appeals.* An appeal shall be filed no later than 30 days after the final action by the zoning administrator or the board of adjustment. Only the applicant and those who registered an objection to the special use permit application in the record of the board of adjustment shall have standing to appeal.

4.11.87.8 Shared facilities and collocation policy. All new wireless communication facilities shall be engineered, designed, and constructed to be capable of sharing the facility with other applicants, to collocate with other existing wireless communication facilities, and to accommodate the future collocation of other wireless communication facilities. A special use permit shall not be issued until the applicant proposing a new wireless communications facility shall demonstrate that it has made a reasonable good faith attempt to locate its wireless communication facility onto an existing structure. Competitive conflict and financial burden alone are not deemed to be adequate reasons against collocation.

4.11.87.9 Removal of abandoned support structures. Any support structure that is not operated for a continuous period of one year shall be considered abandoned, and the town, at its election, may require the support structure owner to remove the support structure within 90 days after notice from the town to remove the support structure. If there are two or more users of a single support structure, this provision shall not become effective until all providers cease to use the support structure. If the owner of an abandoned support structure cannot be located or is no longer in business, the requirements of this section shall be the responsibility of the landowner on whose property the support is located.

4.11.87.10 *Nonconforming*. Wireless communication facilities in existence on the date of the adoption of this ordinance which do not comply with the requirements of this ordinance (nonconforming wireless communications facility) are subject to the following provisions:

- A. *Expansion*. Nonconforming wireless communication facilities may continue in use for the purpose now used, but may not be expanded without complying with this ordinance except as further provided in this section.
- B. *Additions*. Nonconforming wireless communication facilities may add additional antennas (belonging to the same provider or other providers) subject to administrative review under this ordinance.
- C. *Repairs or reconstruction*. Nonconforming wireless communication facilities which become damaged due to any reason or cause, may be repaired and restored to its former use, location, and physical dimensions subject to the provisions of this ordinance. Provided, however, that if the damage to the wireless communication facility exceeds 50 percent of replacement cost, said wireless communication facility may only be reconstructed or repaired in compliance with this ordinance.
- D. *Non use*. Any nonconforming wireless communication facility not in use for six months shall be deemed abandoned and all rights as a nonconforming use shall cease.

4.11.87.11 *Revocation of special use permits*. The approval of any special use permit issued pursuant to this ordinance may be revoked after an evidentiary hearing as provided hereinafter. If the zoning administrator or designee finds that any permit holder has violated any provision of this ordinance, or the conditions, restrictions, or additional development standards of an approved special use permit; or has failed to make good faith reasonable efforts to provide or seek collocation, the zoning administrator or designee shall notify the permit holder in writing that the special use permit is revocable due to the permit holder's noncompliance with the conditions of the permit and the zoning administrator or designee shall convene a meeting with the permit holder no later than 30 days from the date of the letter. The zoning administrator or designee may require the permit holder to correct the violation within a reasonable amount of time or the zoning administrator or designee may recommend to the board of adjustment that the special use permit be revoked. After the appropriate evidentiary hearing, the board of adjustment may revoke the special use permit upon such terms and conditions, if any, that the board of adjustment may determine. Prior to initiation of revocation proceedings, the town shall notify the permit holder, in writing, of the specific areas of noncompliance and specify the date by which such deficiencies must be corrected. The time for correction of deficiencies shall not exceed 60 days. The permit holder shall provide the town with evidence that the required corrective action has been taken. Should the permit holder fail to correct any deficiencies in the time required, the administrator and board of adjustment shall convene an evidentiary hearing to consider revocation of the special use permit. At any such evidentiary hearing, the permit holder may be represented by an attorney and may cross-examine opposing witnesses. Other interested persons may comment. The administrator and board of adjustment may impose reasonable restrictions with respect to time and procedure. The proceedings shall be recorded; provided, however that stenographic services, if desired, shall be provided by the requesting party at that party's expense.

4.11.98. Town Center Planned Development (TCPD). A TCPD is permitted in all zoning Districts, as indicated within the permitted uses table, located in the Town Center District as shown on the Town of Angier Land Use Map.

4.11.98.1 *Intent*. It is recognized that only through ingenuity, imagination, and high quality design can a TCPD be produced that is in keeping with the intent of this ordinance while departing from the strict application of the conventional use and dimensional requirements therein. This is accomplished by allowing flexibility and a mix of residential and nonresidential uses, and/or varying types of both residential and nonresidential uses. Coordination of such developments in conjunction with adequate public facilities while maintaining the small town character of the Town of Angier is a necessity for this type of development.

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The intent of the TCPD regulations within the Town of Angier is to provide for minimum, conventional development regulations, while allowing a developer the flexibility to determine how to attain superior development through the criteria listed herein.

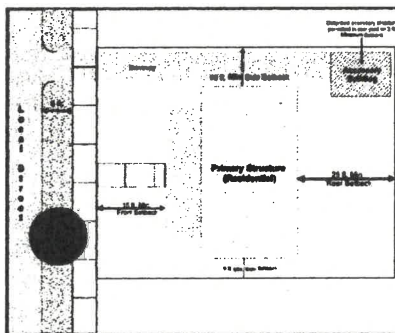
4.11.89.2 Uses.

- A. Residential uses included in the TCPD include single-family detached, two-family, townhome developments, condos, apartments and customary accessory uses and structures.
 - 1. Density shall be determined on a project by project basis.
- B. Nonresidential uses included in the TCPD include all use listed as permitted under the Central Business zoning district.

4.11.89.3 General provisions.

- A. *Minimum development size.* No minimum development size is required, however the development has to be of a nature that is not achievable under current criteria of this ordinance and meet the intent of the TCPD.
- B. *Minimum building setbacks.* In order to facilitate innovative design the minimum building setbacks shall be determined by the developer and noted on the development plan. All single-family developments with a building setback of less than five feet shall be required to provide maintenance easements along the impacted property line as determined by the TRC. In cases where the setback is not stated on the approved plan the underlying zoning district standards shall apply.

Building Lot Typical



- C. Maximum building height for single-family residential detached and two-family dwellings the building height shall not exceed 35 feet. All other uses may exceed 35 feet with the approval of the local fire department.
- D. Restrictive covenants and/or property owner's association by-laws shall be required for all projects, residential and commercial, approved as a TCPD.

4.11.89.4 Streets and access. All streets within the TCPD shall be designed and constructed in accordance with the requirements of the Town of Angier approved thoroughfare plan, construction manual, or the latest NCDOT Construction Manual depending on whichever is applicable.

4.11.89.5 *Sidewalks and curb and gutter.* All streets within a TCPD shall provide sidewalks, curb and gutter in accordance with the Town of Angier approved construction manual. Alternatives may be approved as part of the TCPD.

4.11.89.6 *Architectural and site design.* The purpose of this section is to ensure architectural compatibility, permanence, and style, and the establishment and preservation of architectural character throughout the town. The developer shall provide standards that address the following characteristics for the proposed TCPD. These standards shall be addressed in the restrictive covenants.



- A. Building materials, colors, textures and architecture style.
 - B. Building variation.
 - C. Building orientation.
 - D. Master sign plan.
 - E. Lighting.
 - F. Fencing—Shall be required for all residential projects.
 - 1. Graphic illustration shall be required for fence type and construction.
- Fences, including walls and hedges, shall not exceed the maximum heights shown in the following table:

Front yard	3 feet maximum
Side yard	6 feet maximum
Rear yard	6 feet maximum
Corner yard	6 feet maximum

- 2. Corner lot fencing may be placed within the required side yard setback, but shall be no less than three feet from the back of the sidewalk and positioned out of the public right-of-way.
 - 3. No fence shall obstruct the sight distance triangle as prescribed by NCDOT or the Town of Angier.
 - 4. When the fence abuts a public or private street the finished side shall face the street or access.

4.11.89.7 *Accessory structures.* The developer shall provide standards that address accessory structure for the proposed TCPD, this includes the following, but is not limited to. These standards shall be addressed in the restrictive covenants.

4.11.89.8 *Landscaping, buffers and screening for nonresidential and multifamily projects.* Landscaping, buffering, and screening will be required for all projects. An alternative landscape, buffer, and screening plan may be submitted as part of the development plan. This plan shall meet the intent of the requirements within the UDO.

4.11.9.9 *Review and approval procedures.*

(Ord. No. 2012.02, 10-2-2012; Ord. of 5-7-2013(2); Ord. of 1-5- 2021(1) ; Ord. of 6-1-2021)

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(Supp. No. 11, Update 1)

Section 4.12. Conditional Zoning.

Conditional Zoning—Conditions for Specific Uses. One special type of zoning text and map amendment is Conditional Zoning approval whereby a specific site plan and written conditions are reviewed and approved by the Town Board. As provided in the Table of Principal Permitted Uses (Section 3.3), some land uses are of such a nature or scale that they have significant impacts on both the immediately surrounding area and/or the entire community that cannot be predetermined and controlled by general district standards and thus are only permitted with Conditional Zoning approval. Additionally, there may be instances where a general zoning district designation is clearly inappropriate for a certain property, but a specific use permitted under that district and subject to restrictive conditions would be consistent with the spirit and objectives of this Ordinance and applicable land plans. Both of these circumstances are reasonably addressed through a Conditional Zoning process.

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Some uses listed in the Table of Principal Permitted Uses, Section 3.3, requiring Conditional Zoning approval have pre-set, initial conditions set forth herein. Accordingly, all uses listed in the Table of Principal Permitted Uses, Section 3.3, as being in the Conditional Zoning type and appear in this Section and have pre-set, initial conditions, shall comply with the following regulations, in addition to any and all general requirements set forth in Chapter 2 and elsewhere in this UDO and all applicable local, County and State requirements.

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4.12.1 Supplementary Use Regulations for Multifamily Residential

A. All multifamily residential developments with 20 or more proposed units shall require a special use permit from the board of adjustment.

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B. Dimensional requirements for multifamily residential developments shall be as follows:

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Maximum density	12 dwelling units per acre (with public water and sewer)
Minimum public street frontage	150 feet if 20 or more units, 100 feet if less than 20 units
Front setback (project perimeter)	Projects equal to or greater than 10 acres: 100 feet Projects between 5 and 10 acres: 50 feet Projects less than 5 acres: 25 feet
Side setback (project perimeter)	30 feet
Rear setback (project perimeter)	30 feet
Minimum building separation	10 feet
Maximum units per structure	Single-story structure: 6 units Multistory structure: 18 units

C. All structures shall be a minimum of ten feet from all internal parking areas, and drive-isles.

D. Project perimeter setback areas shall be free of any structures, excluding access ways and signs.

E. Amenities and accessory structures shall be permitted as an accessory use to the primary use.

F. Developments of 50 units or more shall provide two means of ingress and egress.

4.12.2 Supplementary Use Regulations for Planned Developments

4.12.2.1 Intent. Planned developments are intended to provide for creation of well-planned environments through the application of flexible and diversified land development standards. A planned development is intended to encourage the application of new techniques and technology to residential, commercial, office, and light industrial uses which will result in a more comprehensive development

arrangement with lasting function and appeal. It is further intended to achieve broader goals such as economic land development, consideration of environmental conditions, efficient street systems and utility networks, usable attractive open spaces, and the general well-being of the town's inhabitants.

4.12.2.2 General provisions. When applicable, the provisions for the under lying zoning district shall apply. In order to qualify for a planned development, the following criteria shall be met:

- A. The areas proposed shall be in single ownership or if in several ownerships, the application for the special use permit shall be filed jointly by all of the owners of the properties in the plan.
- B. A suitable master plan which will include a site layout shall be submitted by the developer(s) for review by the board of adjustment as part of the special use permit application.

4.12.2.3 Uses. All planned developments shall contain a mix of uses, or densities, and/or residential housing types. Examples include but are not limited to a mix of: commercial and office, multifamily and single-family detached products, commercial and residential, or office and residential uses. In no case shall a planned development contain only one type of use, density, or housing product.

4.12.2.4 Density and dimensional requirements.

- A. The site(s) for a planned development must contain a minimum of three acres.
- B. Both residential and nonresidential uses may be proposed in a planned development. The maximum overall density for single-family detached units is five dwelling units per acre; and for multifamily is nine dwelling units per acre.
- C. All dimensional standards will be stipulated by the master plan upon approval of the board of adjustment on a case by case basis. Dimensional standards proposed in the master plan shall include all of the following elements, in addition to the master plan requirements set forth in chapter 11:
 - 1. Maximum building height.
 - a. Maximum building height may exceed 35 feet only in cases where sprinklers are installed in all structures.
 - 2. Perimeter and internal buffers.
 - 3. Minimum lot size.
 - 4. Minimum lot width.
 - 5. Minimum front yard setback.
 - 6. Minimum rear yard setback.
 - 7. Side yard setback.
 - 8. Corner side yard setback.
 - 9. Phase delineation.
 - 10. Architectural standards.
- D. Restrictive covenants and/or homeowners association by-laws shall be submitted as part of the special use permit application. All items listed in section C above shall be referenced within said restrictive covenants and/or homeowners association by-laws.

4.12.2.5 Open space requirements.

- A. Open space shall meet the requirements of chapter 6.

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- B. Due to the size and scale of a planned development, payment in lieu of dedication, as regulated in chapter 6, shall not be permitted.

4.12.2.6 Approval procedures.

- A. Any request pertaining to the establishment of a planned development shall be considered as a special use permit.
- B. For planned developments the applicant may elect to develop the site in successive phases in a manner indicated in the required master plan. However, the infrastructure improvements of each stage shall be a minimum of 75 percent completed before the commencement of development of the next phase.
- C. The administrator may require that development be done in phases if public facilities are not available to serve the entire facility initially.

4.12.2.7 Master plan required.

- A. The initial master plan, shall be prepared and submitted, containing elements and according to the requirements set forth in chapter 12.
- B. The technical review committee shall review the master plan for completeness and compliance with this section and applicable provisions of this ordinance prior to review of the special use permit. Approval of the special use permit herein is for the overall concept of the planned development, those items specifically listed in "Density and Dimensional Requirements" of this section, and those items specifically listed in "Changes and Modifications" of this section.

4.12.2.8 Changes and modifications.

- A. Major changes in an approved planned development shall be treated as amendments to the master plan for that planned development. Any major changes require review and approval of the board of adjustment. Major changes include, but are not limited to:
1. Increase in overall density;
 2. Changes in boundary lines;
 3. Changes in land use, location, or amount of land devoted to specific land uses including recreation and open space;
 4. Changes in the number, except in cases of a decrease, or mix of dwelling units;
 5. Alterations to street design;
 6. Changes in infrastructure;
 7. Alternate materials or other changes that significantly alter the exterior appearance of structures.
- B. Minor modifications in the planned development may be approved by the TRC. Minor modifications include, but are not limited to minor shifting of the:
1. Location of buildings;
 2. Proposed streets;
 3. Public or private rights-of-way;
 4. Utility easements;
 5. Parks;

6. Other public spaces:

7. Other features of the plan.



Board of Commissioners Agenda Report

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

MEETING DATE: May 7, 2024
PREPARED BY: Jeff Jones, AICP
ISSUE Ordinance Amendment – Uses in The Commerce Park Zoning District
CONSIDERED:
DEPARTMENT: Planning & Inspections

SUMMARY OF ISSUE:

James (Jimmy) Johnson is requesting that the Commerce Park Zoning District uses be amended. The request is to add Retail Uses, Community; Banquet Hall and Personal Services to the permitted uses to Commerce Park.

3.2.9 Commerce Park District (CP). The CP district is established for a high quality mixture of employment, light industrial, and institutional uses, as well as limited retail and service uses to encourage development which will create a self-supporting advantageous business environment in an attractive corporate park setting.

The definition of Commerce Park speaks to limited retail and service uses and the requested amendment is in keeping with spirit of Commerce Park.

FINANCIAL IMPACT: N/A

RECOMMENDATION:

Staff recommends approval of the Ordinance amendment as written.

REQUESTED MOTION:

I move to approve the amendments to Section 3.3 Permitted Use Table of the Unified Developer Ordinance as presented.

Attachments:

Draft Amendment

Johnson Properties
Realtors & Auctioneers, Inc.
PO Box 310, 48 Progressive Parkway
Angier, NC 27501

March 9, 2024

The Town of Angier

Attn: Mr. Jeffrey Jones, Planning Director

Jeffrey,

I am writing to request the Town of Angier revisit the current permitted uses table as it pertains to the Commerce Park Zoning District. These following items are permitted under the GC zoning now and appear to be appropriate in this CP zoning district. The new Bypass will certainly change traffic flow habits and enlarge the Angier Shopping district. The following requested changes will allow for a wider potential mixture of office, retail and other uses as parking may be more readily available in the CP areas. This would allow workers in the CP district the opportunity to utilize services close to their offices and help to limit traffic congestion.

I would request The Town include the following three items in the Permitted uses table under the Commerce Park Zoning Districts.

1-Retail Uses, Community

2- Banquet Hall

3-Personal Services

Thanks for your consideration and I will be glad to make this request in person at Planning or Town Board Meetings if necessary.

Sincerely,



James W. Johnson III

Section 3.3. Permitted uses table.

3.3.1 Intent. The permitted uses table contains a listing of uses which may be permitted in one or more of the various zoning districts. Uses are listed in alphabetical order within ten categories as follows:

- A. Residential
- B. Civic and Government
- C. Institutional
- D. Animal Services
- E. Office and Service
- F. Retail
- G. Recreation and Entertainment
- H. Industrial, Manufacturing, Warehousing, Wholesale, Distribution, and Transportation
- I. Agriculture
- J. Other

3.3.2 Table key. The following is a list of the meanings of table entries:

- A. The "Use Group" indicates the use group level to determine landscaping requirements in chapter 7.
- B. "P" indicates that the use is permitted by right in the zoning district.
- C. "S" indicates that the use is permitted with a Special Use Permit in the zoning district.
- D. A blank space under a zoning district column indicates that a use is not permitted in that district.
- E. A section number listed in the "SR" column indicates that the use has special requirements for the zoning district in which it is permitted. The section number refers to the regulations in chapter 4.
- F. The "Parking" column indicates the number of parking spaces required for each use in addition to the parking requirements of chapter 8.

Legend:

P = Permitted by right

S = Permitted with Special Use Permit

Blank = Use not Permitted

SR = Refer to chapter 4 section number for requirements

PERMITTED USES TABLE													
Residential Uses	US	OS	RA	R-1L	R-1C	R-2	OR	CB	GC	CP	SR	Parking	
Accessory dwellings	1		S	S	S	S					4.2.1	1 per dwelling	
Accessory structures (residential)	1		P	P	P	P					4.2.2		
Boarding and/or rooming houses	2					S					4.2.3	1 per bedroom	
Family care homes			P	P	P	P		P			4.2.4	2 per dwelling	
Home occupations (including in-home daycares)	1		P	P	P	P	P	P	P		4.2.5	3 per dwelling	
Infill residential	1										4.2.6	As required by proposed uses	
Live/work development	3						P	P			4.2.7	As required by proposed uses	
Manufactured home, individual lot	1		P								4.2.8	2 per dwelling	
Manufactured home park	2												
Multifamily residential, apartments	2					P		P			4.2.10	1.5 per bedroom plus 1 per bedroom over 2	
Multifamily residential, condominiums	2			P	P	P		P			4.2.10	1.5 per bedroom plus 1 per bedroom over 2	
Multifamily residential, townhomes	2			P	P	P		P			4.2.10	1.5 per bedroom plus 1 per bedroom over 2	
Single-family residential, detached	1		P	P	P	P						3 per dwelling	
Temporary emergency residences	1		P	P	P	P	P	P	P		4.2.10	2 per dwelling	
Two-family residential (duplexes)	1		P	P	P	P					4.2.11	1.5 per bedroom plus 1 per bedroom over 2	

PERMITTED USES TABLE													
Civic and Government Uses	US	OS	RA	R-1L	R-1C	R-2	OR	CB	GC	CP	SR	Parking	

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Cemeteries, mausoleums, and/or columbariums	2		S	S	S	S					4.3.1	
Churches, religious institutions and related accessory uses (including day cares, schools, and cemeteries)	2		S	S	S	S	P	P			4.3.2	1 per 4 sanctuary seats
Civic, clubs, lodges, fraternities, sororities, social, and/or other similar nonprofit organizations	2		S	S	S	S	P	P			4.3.2	1 per 200 square feet
Correctional facilities	4								S	S		1 per 2 employees (largest shift)
Emergency services (fire, police, EMT)	2	P	P	P	P	P	P	P	P	P	4.3.3	1 per 350 square feet
Government buildings (other, excluding correctional facilities)	2	P	P	P	P	P	P	P	P	P	4.3.2	1 per 200 square feet
Schools (public and private elementary and middle)	2	P	P	P	P	P	P	P	P		4.3.4	2 per classroom
Schools (public and private high school)	2	P	P	P	P	P	P	P	P		4.3.4	5 per classroom

PERMITTED USES TABLE												
Institutional Uses	US	OS	RA	R-1L	R-1C	R-1G	O-1	CB	GC	CP	SR	Parking
Assembly halls and/or community centers	2	P					P	P	P	P		1 per 200 square feet
Colleges and/or universities	2		P	P	P	P	P		P	P		5 per classroom plus 1 per office
Crematoriums	3								P	P		1 per employee
Day care centers	2		S	S	S	S	P	P	P		4.4.1	1 per employee plus 1 per 8 clients
Hospitals	3		P	P	P	P	P		P	P		2 per bed
Instructional and/or vocational schools	2			S	S	S	S	P	P	P		5 per classroom plus 1 per office
Libraries	2		P	P	P	P	P	P	P			1 per 300 square feet
Museums and/or art galleries	2		S				P	P	P			1 per 200 square feet
Residential care facilities	3		S	S	S	S	P		S		4.4.2	1 per employee plus 0.5 per resident
Residential care homes	2		S	S	S	S					4.4.3	1 per 5 beds

PERMITTED USES TABLE												
Animal Services	US	OS	RA	R-1L	R-1C	R-1G	O-1	CB	GC	CP	SR	Parking

Equestrian facilities and/or riding/boarding stables	3		S	S	S	S					4.5.2	1 per employee plus 0.5 per stall
Government-owned animal shelter	3		S				S		P	S	4.5.1	1 per employee plus 1 per 3 kennels
Kennels and/or training facilities	3		S	S			S		S	S	4.5.1	1 per employee plus 1 per 3 kennels
Pet grooming	2		S	S				P	P		4.5.1	1 per 300 square feet
Pet cemeteries	2		S	S					S			
Veterinarian (no outdoor kennels)	2								P	P	4.5.1	1 per 300 square feet
Veterinarian (with outdoor kennels)	3								S	S	4.5.1	1 per 300 square feet

PERMITTED USES TABLE												
Office and Service Uses	S	S	S	S	S	S	S	S	S	S	S	Parking
Automobile services	3							P	P	P	4.6.1	3 per bay plus 1 per employee
Banks, financial offices, and/or similar uses	3			S	S	S	P	P	P	P		1 per 200 square feet
Banquet hall	3		S	S	S	S	P		P	P		1 per 300 square feet
Bed and breakfast inns	3		S	S	S	S		P			4.6.2	1 per room plus 1 per employee
Body piercing and/or tattoo studios	3								S	S		1 per 300 square feet
Communications offices (no visible towers or transmission equipment)	3						P	P	P	P		1 per 300 square feet
Drycleaning, laundry establishments, and/or tailoring services	3							P	P	P		1 per 300 square feet
Funeral homes and/or mortuaries	3		S	S	S		P		P			1 per 200 square feet
Hotels, motels, and/or inns	3								P	P	4.6.3	1 per room plus 1 per 2 employees
Medical, dental, and/or optical clinics	3			S	S	S	P	P	P	P		1 per 300 square feet
Offices, professional	3			S	S	S	P	P	P	P		1 per 300 square feet
Personal services	3		S	S	S	S	S	P	P	P		3 per licensed employee
Repair services	3		S	S	S			P	P	P		1 per 300 square feet
Studios for artists, designers, and/or photographers	2		S	S	S	S	P	P	P			1 per 300 square feet

PERMITTED USES TABLE													
Retail Uses	US	OS	RA	RL	RL	RL	OL	CB	GC	CP	SR	Parking	
Auction house	3						P	S	S	P	4.7.1	To be determined by administrator	
Convenience stores	3						S	P	P	S		1 per 150 square feet	
Farmers' Market (town-sponsored)	1	P						P	P		4.7.2		
Produce/Arts and Craft Market (non-town sponsored)	1							S	S			1 space per 500 square feet	
Restaurants	3					S		P	P	P	4.7.3	1 per 4 seats	
Retail uses, community	3						P	P	P	P	4.7.4	1 per 200 square feet	
Retail uses, neighborhood	3							S	P		4.7.5	1 per 200 square feet	
Retail uses, regional	4								S		4.7.6	1 per 200 square feet	
Vehicle and/or manufactured home sales	3								P	P	4.7.7	1 per 2 employees or 1 per 500 square feet	

PERMITTED USES TABLE													
Recreation and Entertainment Uses	US	OS	RA	RL	RL	RL	OL	CB	GC	CP	SR	Parking	
Adult establishments	4									S	4.8.1	1 per 300 square feet	
Amusement arcade	3							S	P			1 per 4 persons (maximum capacity)	
Amusement and/or theme parks	4								S		4.8.5	1 per 4 persons (maximum capacity)	
Billiards, pool halls, and/or bowling alleys	3								P			1 per 4 persons (maximum capacity)	
Bottle shops	1							P	P		4.8.5	1 per 300 square feet	
Brewery/winery/distillery	1							P	P	P	4.8.5	1 per 300 square feet	
Country clubs and/or golf courses	2	P	P	P	P						4.8.2	2 per hole plus 1 per 300 square feet of primary building area	
Family campgrounds	3	S	S	S							4.8.3	1 per campsite	
Fishing and/or hunting camps	2	S	S									1 per campsite	
Fitness and/or recreational sports centers	2	P						S	P	P	4.8.5	1 per 200 square feet	

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Go-cart raceways/racetracks	4								S	S	4.8.5	1 per 4 persons (maximum capacity)
Nature preserves	1	P	P	P	P	P	P	P	P	P		
Nightclubs and/or bars	4							P	P		4.8.5	1 per 300 square feet
Parks	1	P	P	P	P	P	P	P	P	P		
Recreational facilities (private)	2	P	S	S	S	S	P	P	P	P	4.8.5	1 per 4 persons (maximum capacity)
Recreational facilities (public)	2	P	P	P	P	P	P	P	P	P		1 per 4 persons (maximum capacity)
Shooting ranges	3		S							S	4.8.6	1 per 4 persons (maximum capacity)
Swimming pools (principal use)	3	P	S	S	S	S		S	P		4.8.8	1 per 4 persons (maximum capacity)
Theater (indoor)	3							P	P			1 per 6 seats
Theater (outdoor)	3	S							S			1 per 6 seats or 300 square feet of seating area

PERMITTED USES TABLE												
Industrial, Warehousing, Wholesale, Distribution and Transportation Uses	Use Group	OSR	RA-30	R-15	R-10	R-6	O&I	CB	GC	CP	SR	Parking
Airport	4		S							S		See office, if applicable
Assembly and/or packaging	4									P	4.9.1	1 per 2 employees (largest shift) or 1 per 500 square feet
Automobile parking lots (principal use)	3	P						S	P	S		
Automobile parking structures	3	P						S	S	S		
Bus terminals for passengers	3								P			10 per terminal
Distribution uses (accessory)	4								P	P		
Distribution uses (principal)	4								S	P		1 per 2 employees (largest shift) or 1 per 500 square feet

Equipment and/or machinery repair and service	4									P		1 per 2 employees (largest shift) or 1 per 500 square feet
Foundries producing iron and steel products	4									S		1 per 2 employees (largest shift) or 1 per 500 square feet
Hazardous material storage (indoor and outdoor)	4									S	4.9.2	1 per 2 employees (largest shift) or 1 per 500 square feet
Junkyards, junked motor vehicles, salvage operations, and/or similar uses	4									S	4.9.3	1 per 2 employees (largest shift) or 1 per 500 square feet
Lumber yards and/or building materials storage and sale	3								S	P		1 per 2 employees (largest shift) or 1 per 500 square feet
Manufacturing, heavy	4									S		1 per 2 employees (largest shift) or 1 per 500 square feet
Manufacturing, light	3						S		S	P		1 per 2 employees (largest shift) or 1 per 500 square feet
Printing and/or publishing establishments	3								P	P		1 per 2 employees (largest shift) or 1 per 500 square feet
Research facilities	3									P		1 per 2 employees (largest shift) or 1 per 500 square feet
Skilled trade shops	3								S	P		1 per 2 employees (largest shift) or 1 per 500 square feet
Taxicab stand and/or office	3								P		4.9.4	1 per employee (largest shift) + 1 per company vehicle

Trucking terminals	4								S	S		1 per employee (largest shift) + 1 per company vehicle
Warehouse uses (accessory)	3									P		
Warehouse uses (principal)	3								S	P		1 per employee (largest shift)
Warehouse, mini	3								S	P	4.9.5	See office, if applicable
Wholesale uses	3								P	P		1 per 2 employees (largest shift) or 1 per 500 square feet

PERMITTED USES TABLE												
Agricultural Uses	Us	OS	RA	R-1	R-1A	R-1B	O	CB	GC	CP	SR	Parking
Bona fide farm	1	P	P	P	P	P	P				4.10.1	
Farm and livestock	1	P	P	P	P	P					4.10.2	
Greenhouse or horticultural nursery (no on-site sales)	2	P	P	P	P				P	P		1 per employee (largest shift)
Greenhouse or horticultural nursery (with on-site sales)	2		S	S					P			1 per 500 square feet
Produce stands (permanent)	2	P	P	P	S	S					4.10.3	1 per 200 square feet

Other Uses	Us	OS	RA	R-1	R-1A	R-1B	O	CB	GC	CP	SR	Parking
Accessory structures (nonresidential)	2	P					P	S	P	P	4.11.1	
Drive-through Uses	3								S			
Infill nonresidential	2						S	S	S		4.11.2	As required by proposed uses
Town center planned development (TCPD)					P	P		P	P		4.11.7	As required by proposed uses
Outdoor storage (nonresidential)	3						S	S	S	S	4.11.3	
Planned development	1		S	S	S	S	S	S	S	S	4.11.4	As required by proposed uses
Recycling centers	2	P	S	S	S	S	P	P	P	P		2 spaces

Temporary uses	1	P	P	P	P	P	P	P	P	P	4.11.5	
Utility facilities (except service or storage yards)	3		P	S	S	S	S	S	P	P		2 per facility
Wireless telecommunications towers	4	S	S	S	S	S	S		S	S	4.11.6	2 per tower

(Ord. No. 2012.03, 10-2-2012; Ord. of 2-2-2016; Ord. of 3-5-2019)

NEW BUSINESS



Board of Commissioners Agenda Report

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

MEETING DATE:	May 7, 2024
PREPARED BY:	Faith Gray
ISSUE	Authorization to Purchase Goods From Elected Official
CONSIDERED:	
DEPARTMENT:	Administration

SUMMARY OF ISSUE:

Recognizing that smaller local governments may have limited purchasing options, North Carolina General Statutes 14-234 allows the purchase of goods and services from elected officials within the jurisdiction following certain guidelines. For several years, the Town has purchased items from Jim Kazakavage's business. With his current position as commissioner, the Town must follow the guidelines set out in G.S. § 14-234 to continue purchasing from his business. The Board must approve, in an open and public meeting, and have recorded in the minutes that purchases from Commissioner Kazakavage's business are approved and do not exceed \$60,000 for goods and services within a 12-month period, with Mr. Kazakavage recused from voting. The total amount of the contracts shall be specifically noted in the Town's annual financial statement. Further, pursuant to G.S. § 14-234, the Town must post a list of the purchases from elected officials in a conspicuous place in Town Hall. The posting shall show the total amounts of purchases, cover the preceding 12-month period, and be brought up-to-date quarterly.

FINANCIAL IMPACT: Any items purchased from the business would be from the regular budgets of the Police Department and Parks and Recreation Department.

RECOMMENDATION: Authorize Town staff to purchase items from Jim Kazakavage's business in accordance with G.S. § 14-234.

REQUESTED MOTION: Motion to approve Town staff to purchase goods and services from Legacy Designs & GraphX in an amount not to exceed \$60,000 in a 12-month period, that the total amount of the contract for each fiscal year be noted in the Town's annual financial statement, and that a summary of the purchases be posted in Town Hall, in accordance with G.S. § 14-234.

REVIEWED BY TOWN MANAGER:

Attachments:

G.S. § 14-234

§ 14-234. Public officers or employees benefiting from public contracts; exceptions.

- (a)
 - (1) No public officer or employee who is involved in making or administering a contract on behalf of a public agency may derive a direct benefit from the contract except as provided in this section, or as otherwise allowed by law.
 - (2) A public officer or employee who will derive a direct benefit from a contract with the public agency he or she serves, but who is not involved in making or administering the contract, shall not attempt to influence any other person who is involved in making or administering the contract.
 - (3) No public officer or employee may solicit or receive any gift, favor, reward, service, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a contract by the public agency he or she serves.
- (a1) For purposes of this section:
 - (1) As used in this section, the term "public officer" means an individual who is elected or appointed to serve or represent a public agency, other than an employee or independent contractor of a public agency.
 - (2) A public officer or employee is involved in administering a contract if he or she oversees the performance of the contract or has authority to make decisions regarding the contract or to interpret the contract.
 - (3) A public officer or employee is involved in making a contract if he or she participates in the development of specifications or terms or in the preparation or award of the contract. A public officer is also involved in making a contract if the board, commission, or other body of which he or she is a member takes action on the contract, whether or not the public officer actually participates in that action, unless the contract is approved under an exception to this section under which the public officer is allowed to benefit and is prohibited from voting.
 - (4) A public officer or employee derives a direct benefit from a contract if the person or his or her spouse: (i) has more than a ten percent (10%) ownership or other interest in an entity that is a party to the contract; (ii) derives any income or commission directly from the contract; or (iii) acquires property under the contract.
 - (5) A public officer or employee is not involved in making or administering a contract solely because of the performance of ministerial duties related to the contract.
- (b) Subdivision (a)(1) of this section does not apply to any of the following:
 - (1) Any contract between a public agency and a bank, banking institution, savings and loan association, or with a public utility regulated under the provisions of Chapter 62 of the General Statutes.
 - (2) An interest in property conveyed by an officer or employee of a public agency under a judgment, including a consent judgment, entered by a superior court judge in a condemnation proceeding initiated by the public agency.
 - (3) Any employment relationship between a public agency and the spouse of a public officer of the agency.
 - (3a) Any employment relationship between a local board of education and the spouse of the superintendent of that local school administrative unit, if that employment relationship has been approved by that board in an open session meeting pursuant to the board's policy adopted as provided in G.S. 115C-47(17a).

- (4) Remuneration from a public agency for services, facilities, or supplies furnished directly to needy individuals by a public officer or employee of the agency under any program of direct public assistance being rendered under the laws of this State or the United States to needy persons administered in whole or in part by the agency if: (i) the programs of public assistance to needy persons are open to general participation on a nondiscriminatory basis to the practitioners of any given profession, professions or occupation; (ii) neither the agency nor any of its employees or agents, have control over who, among licensed or qualified providers, shall be selected by the beneficiaries of the assistance; (iii) the remuneration for the services, facilities or supplies are in the same amount as would be paid to any other provider; and (iv) although the public officer or employee may participate in making determinations of eligibility of needy persons to receive the assistance, he or she takes no part in approving his or her own bill or claim for remuneration.

(b1) No public officer who will derive a direct benefit from a contract entered into under subsection (b) of this section may deliberate or vote on the contract or attempt to influence any other person who is involved in making or administering the contract.

(c) through (d) Repealed by Session Laws 2001-409, s. 1, effective July 1, 2002.

(d1) Subdivision (a)(1) of this section does not apply to (i) any elected official or person appointed to fill an elective office of a village, town, or city having a population of no more than 20,000 according to the most recent official federal census, (ii) any elected official or person appointed to fill an elective office of a county within which there is located no village, town, or city with a population of more than 20,000 according to the most recent official federal census, (iii) any elected official or person appointed to fill an elective office on a city board of education in a city having a population of no more than 20,000 according to the most recent official federal census, (iv) any elected official or person appointed to fill an elective office as a member of a county board of education in a county within which there is located no village, town or city with a population of more than 20,000 according to the most recent official federal census, (v) any physician, pharmacist, dentist, optometrist, veterinarian, or nurse appointed to a county social services board, local health board, or area mental health, developmental disabilities, and substance abuse board serving one or more counties within which there is located no village, town, or city with a population of more than 20,000 according to the most recent official federal census, and (vi) any member of the board of directors of a public hospital if all of the following apply:

- (1) The undertaking or contract or series of undertakings or contracts between the village, town, city, county, county social services board, county or city board of education, local health board or area mental health, developmental disabilities, and substance abuse board, or public hospital and one of its officials is approved by specific resolution of the governing body adopted in an open and public meeting, and recorded in its minutes and the amount does not exceed twenty thousand dollars (\$20,000) for medically related services and sixty thousand dollars (\$60,000) for other goods or services within a 12-month period.
- (2) The official entering into the contract with the unit or agency does not participate in any way or vote.
- (3) The total annual amount of contracts with each official, shall be specifically noted in the audited annual financial statement of the village, town, city, or county.
- (4) The governing board of any village, town, city, county, county social services board, county or city board of education, local health board, area mental

health, developmental disabilities, and substance abuse board, or public hospital which contracts with any of the officials of their governmental unit shall post in a conspicuous place in its village, town, or city hall, or courthouse, as the case may be, a list of all such officials with whom such contracts have been made, briefly describing the subject matter of the undertakings or contracts and showing their total amounts; this list shall cover the preceding 12 months and shall be brought up-to-date at least quarterly.

(d2) Subsection (d1) of this section does not apply to contracts that are subject to Article 8 of Chapter 143 of the General Statutes, Public Building Contracts.

(d3) Subsection (a) of this section does not apply to an application for or the receipt of a grant under an exempted public program by a member of the Soil and Water Conservation Commission if the requirements of G.S. 139-4(e) are met, and does not apply to a district supervisor of a soil and water conservation district if the requirements of G.S. 139-8(b) are met. For purposes of this subsection, an exempted public program is any of the following:

- (1) The Agriculture Cost Share Program for Nonpoint Source Pollution Control created pursuant to Article 72 of Chapter 106 of the General Statutes.
- (2) The Community Conservation Assistance Program created pursuant to Article 73 of Chapter 106 of the General Statutes.
- (3) The Agricultural Water Resources Assistance Program created pursuant to Article 5 of Chapter 139 of the General Statutes.
- (4) The Streamflow Rehabilitation Assistance Program created pursuant to Article 6 of Chapter 139 of the General Statutes.

(d4) Subsection (a) of this section does not apply to an application for, or the receipt of a grant or other financial assistance from, the Tobacco Trust Fund created under Article 75 of Chapter 143 of the General Statutes by a member of the Tobacco Trust Fund Commission or an entity in which a member of the Commission has an interest provided that the requirements of G.S. 143-717(h) are met.

(d5) This section does not apply to a public hospital subject to G.S. 131E-14.2 or a public hospital authority subject to G.S. 131E-21.

(d6) Repealed by Session Laws 2016-126, 4th Ex. Sess., s. 13, effective January 1, 2017.

(e) Anyone violating this section shall be guilty of a Class 1 misdemeanor.

(f) A contract entered into in violation of this section is void. A contract that is void under this section may continue in effect until an alternative can be arranged when: (i) immediate termination would result in harm to the public health or welfare, and (ii) the continuation is approved as provided in this subsection. A public agency that is a party to the contract may request approval to continue contracts under this subsection as follows:

- (1) Local governments, as defined in G.S. 159-7(15), public authorities, as defined in G.S. 159-7(10), local school administrative units, and community colleges may request approval from the chair of the Local Government Commission.
- (2) All other public agencies may request approval from the State Director of the Budget.

Approval of continuation of contracts under this subsection shall be given for the minimum period necessary to protect the public health or welfare. (1825, c. 1269, P.R; 1826, c. 29; R.C., c. 34, s. 38; Code, s. 1011; Rev., s. 3572; C.S., s. 4388; 1929, c. 19, s. 1; 1969, c. 1027; 1975, c. 409; 1977, cc. 240, 761; 1979, c. 720; 1981, c. 103, ss. 1, 2, 5; 1983, c. 544, ss. 1, 2; 1985, c. 190; 1987, c. 570; 1989, c. 231; 1991 (Reg. Sess., 1992), c. 1030, s. 5; 1993, c. 539, s. 145; 1994, Ex. Sess., c. 24, s. 14(c); 1995, c. 519, s. 4; 2000-147, s. 6; 2001-409, s. 1; 2001-487, ss. 44(a), 44(b), 45; 2002-159, s. 28; 2006-78, s. 2; 2009-2, s. 2; 2009-226, s. 1; 2010-169, s. 2(a); 2011-145, ss.

13.22A(dd), 13.23(b); 2016-126, 4th Ex. Sess., s. 13; 2018-26, s. 1; 2021-117, s. 1(a); 2021-180, s. 5.9(I).)



Board of Commissioners Agenda Report

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

MEETING DATE:	May 7, 2024
PREPARED BY:	Elizabeth Krige
ISSUE	RFQ for On-Call Engineering and Professional Services
CONSIDERED:	
DEPARTMENT:	Multiple Departments

SUMMARY OF ISSUE: The Town requested statements of qualifications from engineering firms in an on-call capacity. The town received 10 submissions which were scored independently by a committee of staff members. The top three firms were WithersRavenel, MS Consultants and McAdams.

FINANCIAL IMPACT: There is no cost to have one or more on-call firms, each time work needs to be performed, a task order will be submitted, and a pricing proposal will be returned.

RECOMMENDATION: Approve the on-call agreements and authorize the manager to execute the agreements.

REQUESTED MOTION: I make a motion to approve the on-call engineering agreements between the Town of Angier and WithersRavenel, MS Consultants, and McAdams for on-call services.

REVIEWED BY TOWN MANAGER: This proposal has been reviewed and is recommended by the Town Manager.

Attachments: Master Agreement for On-Call Professional Services (WithersRavenel)
General Services Agreement (McAdams)
On-call Agreement (MSC)

STATE OF NORTH CAROLINA

Contract Identification #24-0150

COUNTY OF HARNETT

**MASTER AGREEMENT FOR ON-CALL
PROFESSIONAL SERVICES**

THIS MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES (“Agreement”) is entered into this the 25th day of March, 2024 (the “Effective Date”), by and between WithersRavenel, a North Carolina Corporation with its principal business offices located at 115 MacKenan Drive, Cary NC 27511 (the “Professional”), and the **[Town of Angier]**, a municipal corporation of the State of North Carolina, (the “Town”). Town and Professional may collectively be referred to as “Parties” hereinafter.

WITNESSETH:

WHEREAS, the Town is engaged in the delivery, administration, development, planning, operation, and utilization of infrastructure, public facilities, programs, and services in the City/Town/County; and

WHEREAS, the professional services of engineers, surveyors, planners, grant funding and local government finance specialists, landscape architects, and other professionals will from time to time in the future be needed by the Town for the services as described above; and

WHEREAS, Town issued a "Request for Qualifications for Engineering and Professional Services" dated February 6, 2024 (“RFQ”); and

WHEREAS, Town outlined in the aforementioned RFQ the need for engineering and professional services including but not limited to:

- Preliminary Engineering Studies and reports
- Grant writing, applications, and administration
- Design, including field surveys, plan and specification preparation
- Permitting (NCDEQ, NCDOT, USACE, FEMA, etc.)
- Construction Services including bidding, contract administration and observation
- Asset and records management, (GIS, web hosting, physical assets and infrastructure, etc.)
- Environmental engineering
- Sanitary Sewer Evaluation Surveys and modeling
- Land surveying
- Transportation
- Land development and planning
- Community planning

- Ordinance review and revision
- Water resources planning
- Financial analysis and rate studies
- ADA transitioning
- Pavement condition surveys
- Parks and Recreation planning and design
- Traffic calming measures
- Other services in support of the above and overall local government administration and operations

; and

WHEREAS, Professional was one of several firms responding to RFQ with a Proposal dated February 29, 2024 (“Proposal”) and is willing to provide the engineering and professional services outlined and authorized under this Agreement and will serve on an on-call basis for each project /task order authorized under this Agreement; and

WHEREAS, the Parties contemplate that the services of the Professional will be performed in various stages in accordance with Task Orders submitted by the Professional followed by separate authorizations to be issued by the Town, and the Parties desire to set forth the basic terms of their agreement herein rather than in the separate authorizations issued by the Town; and

WHEREAS, the Parties agree that this Agreement is non-exclusive and does not require or commit the Professional to being available to perform services until a Task Order is submitted, and does not preclude the Town from hiring other vendors or professionals to perform the same or similar work.

NOW, THEREFORE, in consideration of the foregoing recitals, and the premises and mutual covenants herein contained, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound hereto, do contract and agree as follows:

1. REQUEST FOR TASK ORDER. Professional is qualified and able to provide one or more of the above-listed engineering and professional services on an on-call basis for the Town for the duration of this contract.

As the need for professional services contemplated by this Agreement arise, the Town will request a Task Order for said services from Professional which shall describe the scope of work, specifications, estimated schedule and the Town’s requirements. If the Professional employs the qualified personnel that meet the Town’s requirements to perform the requested services, Professional may submit to the Town within the time specified a written Task Order describing the professional services to be provided. The Task Order shall set forth in general terms the Professional’s recommendations to carry out the work. Professional shall list the background and experience of Professional’s personnel to be assigned to the project as requested by Town. The Task Order shall contain a project scope, schedule, and fee schedule setting forth

the fees for the scope of services.

2. ACCEPTANCE OF TASK ORDER. The Town and the Professional contemplate certain discussions, negotiations and possible changes to the Task Order submitted by the Professional. Upon a meeting of the minds, Professional shall submit the final Task Order which shall set forth the agreement of the Parties; in the event of a conflict between the terms of the Task Order and this Agreement, this Agreement shall control unless the Task Order specifically notes the agreement of the parties that the conflicting term therein controls. If said Task Order is acceptable, the Town shall accept the same in writing by a duly authorized officer or agent of the Town. The Town and the Professional agree that such written acceptance may be provided by electronic mail.

3. COMMENCEMENT AND COMPLETION OF SERVICES. Professional shall commence and complete the work required by a Task Order as expeditiously as is in keeping with the applicable standard of care and will, consistent therewith, endeavor to commence and complete the work in accordance with the dates provided in the Task Order(s) as agreed upon by the Parties. Professional shall immediately notify the Town of any event or circumstance that may, immediately or in the future, impede the proper and timely execution of any work so that remedial action may be taken. Professional shall not begin any work pursuant to a Task Order until written authorization to proceed has been provided by the Town. If Professional has not commenced or completed the work on a schedule commiserate with the applicable standard of care, the Town may declare such delay a material breach of contract and may pursue all available legal and equitable remedies.

4. PAYMENT OF SERVICES. Professional shall submit to the Town monthly invoices for the services performed during that month, calculated based on the approved Task Order. The Town has the right to require the Professional to produce for inspection all of Professional's records related to the Task Order, billing rates of personnel, and charges for direct expenses for which cost-plus compensation is provided to verify the accuracy of all invoices. The Town shall pay Professional's invoices within thirty (30) days of receipt unless a bona fide dispute exists between the Town and Professional concerning the accuracy of said invoice or the services covered thereby, in which event the Town shall pay any undisputed amounts within thirty (30) days of receipt of said invoice and provide contemporaneously with such partial payment a written explanation of all bases upon which the remaining amounts were withheld. Adjustments to an invoice for billing errors may extend the time for payment.

5. PROFESSIONAL STANDARDS AND DUTIES OF PROFESSIONAL. Professional, in performance of its services, shall exercise the same degree of care, skill, and judgment as is ordinarily provided by a similar professional providing the same or similar services under the same or similar circumstances in the same or similar location at the time the services in question are performed by Professional.

6. CONSULTANT AS CONSTRUCTION ADMINISTRATOR. In the event a Task Order includes construction observation services by the Professional, Professional shall be responsible for determining that the construction actually observed by the Professional is in general conformity with the quality level specified and the plans and specifications. Town agrees

that such observation of construction work or documents by Professional shall not relieve any contractor from liability in regard to its duty to comply with the standards for the Project, shall not give rise to a claim against Professional for a contractor's failure to comply with the applicable plans, specifications or standards, and that Professional is not responsible for the means, methods, sequencing, safety, or other operations of any contractor.

7. TIME AND COST ESTIMATES. Professional's cost estimates for construction, if required as part of a Task Order, shall be made on the basis of current labor and material prices and the Professional's experience and qualifications, and shall represent Professional's judgment as an experienced professional familiar with projects of the type described in the Task Order. Professional's estimates or forecast of schedules shall be made on the basis of its experience and qualifications and shall represent Professional's judgment as an experienced professional familiar with projects of the type described in the Task Order. Professional has no control over the resources provided by construction contractors to meet contract schedules, nor over the amount or reasonableness of bids or actual construction costs, and the Professional cannot and does not guarantee the proposals, bids or actual costs or schedules will not vary significantly from opinions of probable costs or time prepared by it. If at any time the Town wishes greater assurances as to schedules or the amount of any costs, it shall employ an independent cost estimator, scheduling consultant, or other third party to make such determination.

8. INDEMNIFICATION. To the extent permitted by law, the Professional agrees to indemnify and hold-harmless the Town, its elected and appointed officials, and employees against any and all losses, including all costs connected therewith, for any damages which may be recovered against or from the Town, its elected or appointed officials, or employees by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, resulting from the negligence of the Professional.

9. APPLICABILITY OF LAWS AND REGULATIONS. Consistent with the applicable standard of care, the Professional shall adhere to all applicable laws, ordinances, and regulations of the United States, the State of North Carolina, the County of Harnett, and the Town, in the performance of the services required by a Task Order. The Parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of North Carolina and all disputes hereunder shall be resolved in accordance with the laws of the State of North Carolina with jurisdiction and venue in the state courts of Wake County and all parties hereby consent to the jurisdiction and venue of such courts.

10. E-VERIFY COMPLIANCE. The Professional shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Professional shall require all of the Professional's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

11. OWNERSHIP OF DOCUMENTS. Upon full payment for the Professional's services, the Town, and not the Professional, will acquire, enjoy and retain ownership and intellectual property rights in all materials specifically prepared by the Professional in performance of its services under a Task Order (the "Work Product"); provided, however, that any modification to the Professional's Work Product or use of the Work Product for any purpose other than in

connection with the project for which the Work Product was created shall be at the sole risk of Town; and provided further that Professional shall have the right to continue using any standard or pre-existing details, forms, formats, data, graphics or the like incorporated into any Work Product.

12. INSURANCE. The Professional shall maintain valid general liability insurance in the minimum amount of \$1,000,000, commercial automobile liability insurance in the minimum amount of \$1,000,000, and provide certificates of such insurance naming the Town as an *additional insured* by endorsement to the policies. If the policy has a blanket additional insured provision, the Professional's insurance shall be primary and non-contributory to other insurance. Additionally, the Professional shall maintain and show proof of workers compensation and employer's liability insurance in the minimum amount of \$1,000,000; and shall show proof of professional liability coverage in a minimum aggregate amount of \$2,000,000. The Professional shall provide notice of cancellation, non-renewal or material change in coverage to the Town within ten (10) days of their receipt of notice from the insurance company. All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this document. Notwithstanding the foregoing, neither the requirement of Professional to have sufficient insurance nor the requirement that the Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

13. DEFAULT. In the event of substantial failure by Professional to perform in accordance with the terms of a Task Order, the Town shall have the right to terminate such Task Order upon seven (7) days written notice if Professional has failed to commence reasonable efforts to cure such failure within the seven (7) days after receipt of written notice, in which event Professional shall have neither the obligation nor the right to perform further services under the terminated Task Order.

14. TERMINATION FOR CONVENIENCE. Either party shall have the right to terminate a Task Order for the convenience upon thirty (30) days written notice. In the event that the Town terminates the Task Order, the Professional shall terminate performance of services under the Task Order on a schedule acceptable to the Town, provided that in no event shall Professional be required to perform services after the effective date of termination. In the event of termination for convenience, the Town shall pay Professional for all services performed in accordance with the terms of the Task Order prior to the effective date of termination.

15. NOTICE. Any formal notice, demand, or request required by or made in connection with this Agreement or any Task Order shall be deemed properly made if delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below, or to any subsequently designated point of contact for each organization.

TO PROFESSIONAL:

WithersRavenel, Inc.

137 South Wilmington Street, Suite 200 | Raleigh, NC 27601

Attn: Jay McLeod, Director of Community Planning

Telephone: 919-469-3340

Email: jmcleod@withersravenel.com

WITH A COPY TO:

WithersRavenel, Inc.

115 Mackenan Drive

Cary, NC 27511

Attention: Chan Bryant, P.E., Chief Risk Officer

Telephone: 919 535 5202

Email: cbryant@withersravenel.com

TO (TOWN):

Town of Angier

ATTN: Elizabeth Yokley-Krige, Town Manager

55 Broad Street West

PO Box 278

Angier, NC 27501

Telephone: 984-279-9873

Email: eyokley-krige@angier.org

16. DELAY BEYOND THE CONTROL OF THE PARTIES. Neither Professional nor Town shall be in default of any Task Order or the provisions of this Agreement for delays in performance due to forces beyond the control of the parties. "Forces beyond the control of the parties" shall include, but is not limited to, delay caused by fire, acts of God, flood, earthquakes, storms, lightning, epidemic, war, riot, and/or civil disobedience.

17. NONWAIVER FOR BREACH. No breach or non-performance of any term of this Agreement or any Task Order shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties, and no such waiver of any breach or non-performance shall be deemed to constitute a waiver of any other or subsequent breach or non- performance.

18. CONSTRUCTION. Should any portion of this Agreement or any Task Order require judicial interpretation, it is agreed that the Court or Tribunal construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any one party by reason of the rule of construction that a document is to be more strictly construed against the party who prepared the documents.

19. DURATION OF AGREEMENT. The initial term of this Agreement shall be a period of three (3) years from the Effective Date, with the Town having the option to extend the Agreement for two (2) one-year extension periods.

20. SEVERABILITY. In the event for any reason that any provision or portion of this Agreement shall be found to be void or invalid, then such provision or portion shall be deemed to be severable from the remaining provisions or portions of this Agreement, and it shall not affect the validity of the remaining portions, which portions shall be given full effect as if the void or invalid provision or portion had not been included herein.

21. COUNTERPARTS. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

22. MODIFICATION. This Agreement contains the full understanding of the parties. Any modifications or addendums to this Agreement must be in writing and executed by both parties.

23. BINDING EFFECT. The terms of this Agreement shall be binding upon the parties and their successors and assigns.

24. ASSIGNMENT. Professional shall not assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the Town, which may be withheld in the sole and absolute discretion of the Town. Nothing contained in this paragraph shall prevent Professional from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist Professional in the performance of services rendered.

25. INDEPENDENT CONTRACTOR. Professional is an independent contractor and shall undertake performance of the services pursuant to the terms of this Agreement and any Task Order as an independent contractor. Professional shall be wholly responsible for the methods, means and techniques of performance. Professional's work does not include any supervision or direction of the work of any other person or entity or their employees or agents (except to the extent such person or entity was actually retained by Professional), and Professional's presence shall in no way create any liability on behalf of Professional for failure of others, their employees or agents to properly or correctly perform their work.

26. NON-APPROPRIATION. Notwithstanding any other provisions of this Agreement, the parties agree that payments due from the Town hereunder and under any Task Order are from appropriations and monies from the Town {BOARD | COUNCIL} and/or other governmental entities, by and through the Town. In the event sufficient appropriations or monies are not made available to the Town to pay the terms of this Agreement and Task Orders issued in connection herewith for any fiscal year, the Town may terminate this Agreement and any open Task Orders immediately without further obligation of the Town except with respect to payment of Professional for work performed through the date of termination.

27. IRAN DIVESTMENT ACT. N.C.G.S. 147-86.60 prohibits the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina from contracting with any entity that is listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. N.C.G.S. 147-86.59 further requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. As of the date of execution of this Agreement the Professional hereby certifies that the Professional is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Professional will not utilize any subcontractors found on the Final Divestment List.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this 27th day of March, 2024.

Professional

Name: John Ihnatolya, P.E.
WithersRavenel

By:  _____
EC (Signature)

Title: Senior Delivery Officer / Vice
President

Company: WithersRavenel

Date: 3/27/2024

Attest: _____

(Secretary, if a corporation)

Town of Angier

Elizabeth Yokley-Krige, Town Manager
NAME / TITLE

Town Manager

Town of Angier, NC

Attest: _____

NAME/TITLE

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

NAME/TITLE

GENERAL SERVICES AGREEMENT FOR CONSULTING SERVICES BETWEEN

**TOWN OF ANGIER
ANGIER, NORTH CAROLINA**

AND

**The John R. McAdams
Company, Inc.
Durham, North Carolina**

May 7, 2024

**STATE OF NORTH CAROLINA
HARNETT COUNTY**

**GENERAL SERVICES AGREEMENT
FOR CONSULTING SERVICES**

THIS AGREEMENT, effective the day of _____ by and between **the TOWN OF ANGIER, NORTH CAROLINA** (hereinafter referred to as **TOWN**), with principal business offices in Angier,

North Carolina, and **The John R. McAdams Company, Inc.** (hereinafter referred to as **CONSULTANT**), a corporation with principal business offices at Lillington, North Carolina.

W I T N E S S E T H:

WHEREAS, TOWN, is engaged in the operation and maintenance of facilities and services which from time to time require revision, renovation and extension of existing facilities, and the construction of new facilities and other related projects; and

WHEREAS, the professional services of engineers, architects, surveyors and others will from time to time in the future be needed by the **TOWN** in the renovation of existing facilities, and in the construction of new facilities and other related projects; and

WHEREAS, pursuant to N.C.G.S. 143-64.31 it is the public policy of this State that municipalities announce all requirements for architectural, engineering and surveying services, to select firms qualified on the basis of demonstrated competence and qualification and to negotiate contracts for services at a fair and reasonable fee with the best qualified firm; and

WHEREAS, CONSULTANT provides professional consulting services of the nature required by the **TOWN** and employs trained and experienced engineering, technical and/or other personnel possessing adequate knowledge, skills and experience to provide professional services to the **TOWN**; and

WHEREAS, the **TOWN** proposes to announce to various competing firms its need for professional consulting services in the future by requesting Proposals and the subsequent acceptance of proposals and the issuance of written authorizations to proceed, which together with this Agreement shall constitute a contract between the **TOWN** and the **CONSULTANT**; and

WHEREAS, the parties contemplate that the services of **CONSULTANT** will be performed in various stages in accordance with separate authorizations to be issued by **TOWN**, and the parties desire to set forth the basic terms of their agreement in this General Services Agreement rather than in separate authorizations to be issued by **TOWN**.

NOW THEREFORE, IN CONSIDERATION of the premises and the mutual covenants herein contained, the parties hereto do hereby contract and agree as follows:

ARTICLE 1 - REQUEST FOR PROPOSAL-SUBMITTAL OF PROPOSAL. As the need for consulting services arises, **TOWN** may request a Proposal for said services from **CONSULTANT** which shall describe the scope of work, program, estimated schedule and **TOWN'S** requirements. If **CONSULTANT** has the qualified personnel to meet **TOWN'S** requirements to perform the consulting services requested by the **TOWN**, **CONSULTANT** will submit to **TOWN** within the time specified a written Proposal describing the necessary engineering, technical and/or other services, guidance, opinions and advice to be provided. The Proposal shall set forth in general terms **CONSULTANT'S** recommendations to carry out the work. **CONSULTANT** shall list the background and experience of **CONSULTANT'S** personnel to be assigned to the project. Said Proposal shall contain a fee schedule setting forth fees for services of the various categories of personnel to be assigned to **TOWN'S** project.

ARTICLE 1.1 - ACCEPTANCE OF PROPOSAL. **TOWN** and **CONSULTANT** contemplate certain discussions, negotiations and possible changes to Proposals submitted by **CONSULTANT**. Upon a meeting of the minds, **CONSULTANT** shall submit the final Proposal which shall set forth the agreement of the parties. If said final Proposal is acceptable, the **TOWN** shall accept same in writing. **CONSULTANT'S** fee schedule shall remain in effect during the term of the Agreement, unless modified by the parties in writing. **TOWN** shall provide **CONSULTANT** with a specific written Authorization to Proceed for each Proposal accepted by **TOWN**.

ARTICLE 2 - TERM OF AGREEMENT. The term of this General Services Agreement for Consulting Services shall be for three (3) years from the date it is effective. The Agreement may be extended thereafter by written agreement of the parties.

ARTICLE 2.1 - ASSIGNMENT. It is the intent of this Agreement to secure the personal services of the **CONSULTANT** and failure of the **CONSULTANT** for any reason to make the personal services available to the **TOWN** for the purposes described in this Agreement shall be cause for termination of this Agreement. The **CONSULTANT** shall not assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of **TOWN**. Nothing contained in this paragraph shall prevent **CONSULTANT** from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist **CONSULTANT** in the performance of services rendered.

ARTICLE 3 - COMPENSATION. **CONSULTANT** shall submit to **TOWN** monthly invoices for services performed during that month, computed based on the Proposal accepted by **TOWN**. **TOWN** agrees to pay **CONSULTANT'S** monthly invoice within thirty (30) days after said invoice is received by the **TOWN**. Adjustments to an invoice for billing errors may extend the time for payment.

ARTICLE 3.1 - VERIFICATION OF INVOICES. TOWN has the right to require the CONSULTANT to produce for inspection all CONSULTANT'S time records, salaries of personnel and charges for direct expenses for which cost-plus compensation is provided. CONSULTANT agrees to provide TOWN with said records on a timely basis and cooperate with TOWN to verify the accuracy of all invoices.

ARTICLE 3.2 - COSTS AND EXPENSES. CONSULTANT will invoice TOWN for all travel and living expenses of its employees assigned to a project which said expenses shall be at actual cost, unless said costs or expenses are specifically set forth and included in a fixed price contract. Accommodations for CONSULTANT'S employees shall be arranged by CONSULTANT. Living expenses for CONSULTANT'S employees shall be the usual and customary expenses for accommodations to which CONSULTANT'S employees are accustomed, and which are prevailing in Harnett County, North Carolina.

ARTICLE 3.3 – DISPUTES. TOWN shall pay CONSULTANT'S invoices at times heretofore set forth unless a bona fide dispute exists between TOWN and CONSULTANT concerning the accuracy or legitimacy of said invoice or the services covered thereby.

ARTICLE 3.4 – NON APPROPRIATION. Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the TOWN are from appropriations and monies from the TOWN Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the TOWN to pay the terms of this agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the TOWN.

ARTICLE 4 - PROFESSIONAL STANDARDS AND DUTIES OF CONSULTANT. CONSULTANT shall be held to the same standard and shall exercise the same degree of care, skill and judgment in the performance of services for TOWN as is ordinarily provided by a similar professional under the same or similar circumstances at the time in Harnett County, North Carolina.

ARTICLE 4.1 - CONSULTANT NOT RESPONSIBLE FOR CONSTRUCTION MEANS OR SAFETY. CONSULTANT shall not be responsible for any general contractor's or other project participant's failure to fulfill their contractual responsibilities to the TOWN, nor shall CONSULTANT be responsible for construction means, methods, techniques, sequences, or procedures unless CONSULTANT is negligent in failing to supervise same. Neither shall CONSULTANT be responsible for a project safety program or safety precautions unless CONSULTANT'S Proposal sets forth a safety program which is accepted by TOWN and becomes a part of the agreement between the parties.

ARTICLE 4.2 - CONSULTANT AS CONSTRUCTION MANAGER. In the event the **TOWN** contracts with the **CONSULTANT** to provide Construction Management Services, the **CONSULTANT** shall be responsible for determining that each construction contractor provides work to the quality level specified and in accordance with the plans and specifications. In no event shall **CONSULTANT** be responsible for any contractor's, subcontractor's, vendor's, or other project participant's failure to comply with federal, state or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards unless it has contracted with the **TOWN** to do so or unless **CONSULTANT** is negligent in regard to same.

ARTICLE 5 - ESTIMATES OF COST AND TIME. Although **CONSULTANT** has no control over the cost of labor, materials, equipment or services furnished by others, or over contractor's, sub-contractor's, or vendor's methods of determining prices, or over competitive bidding or market conditions, nevertheless **CONSULTANT'S** cost estimates and time estimates shall be made on the basis of current labor and material prices and the **CONSULTANT'S** experience and qualifications, and **CONSULTANT'S** estimates shall represent its best judgment as an experienced and qualified professional familiar with electric, water and sewer utility projects, or other projects for which **CONSULTANT** is employed. Although **CONSULTANT** has no control over the resources provided by contractors to meet contract schedules, nevertheless **CONSULTANT'S** estimates or forecast of schedules shall be made on the basis of its experience and qualifications and shall represent **CONSULTANT'S** best judgment as an experienced and qualified professional familiar with electric, water and sewer utility projects, or other projects for which **CONSULTANT** is employed. **CONSULTANT** does not guarantee that project costs and schedules will not vary from the estimates and schedules given to **TOWN**.

ARTICLE 6.0 - LIABILITY, INDEMNIFICATION AND INSURANCE.

6.1 - GENERAL. The **TOWN** and **CONSULTANT** have considered the risks and potential liability that may exist during the performance of services by **CONSULTANT**, and have agreed to allocate such liabilities in accordance with this Article. During the performance of services under this Agreement, **CONSULTANT** shall purchase and maintain insurance coverage as hereinafter set forth, without lapse or changes contrary to the requirements of this section and provide proof of same to **TOWN** upon **TOWN'S** request. Words and phrases used in this Article shall be interpreted in accordance with customary insurance industry usage and practice.

6.2 - INDEMNITY AND PROFESSIONAL LIABILITY. **CONSULTANT** agrees to indemnify and hold the **TOWN** harmless from and against damages and losses arising out of the performance of professional services for **TOWN** to the extent caused by the negligence of **CONSULTANT**, Consultant's employees, and Consultant's subcontractors, for whom **CONSULTANT** is legally responsible. **CONSULTANT** agrees to purchase and maintain professional liability insurance (errors and omissions insurance) in the amount of \$1,000,000 coverage for each claim, with a general aggregate of \$2,000,000. Said insurance coverage shall be underwritten by an insurance company authorized to do business in the State of North Carolina by the North Carolina Department of Insurance, with an A.M. Best rating of not less than A-VII.

6.3 - LIABILITY INSURANCE. **CONSULTANT** agrees to indemnify and hold the **TOWN**, its servants, agents and employees, harmless from and against all liabilities, claims, demands, suits, losses, damages, costs and expenses (including attorney's fees) for third party bodily injury to or death of any person, or damage to or destruction of any third party property, to the extent caused by the negligence of the **CONSULTANT**, Consultant's employees, and Consultant's subcontractors, for whom **CONSULTANT** is legally responsible during the performance of services under this Agreement. **CONSULTANT** shall purchase and maintain at all times during performance of services under this Agreement Commercial General Liability Insurance with combined single limits of \$1,000,000.00 coverage for each occurrence with a general aggregate of \$2,000,000.00, designating the **TOWN** as an additional insured and which said insurance provides **CONSULTANT** with insurance for contractual liability which **CONSULTANT** has assumed pursuant to the terms of this Article 6.

6.4 - OTHER INSURANCE. In addition to professional liability insurance and commercial general liability insurance set forth above, **CONSULTANT** further agrees to purchase and maintain at all times during the performance of services under this Agreement insurance coverage as follows:

- (a) Worker's Compensation Insurance as provided by North Carolina law which said policy shall also afford coverage to **CONSULTANT** for employer's liability.
- (b) Automobile liability insurance with \$1,000,000.00 combined single limit for each accident covering bodily injury and property damage.
- (c) The CGL policy required above shall include independent contractor liability coverage.
- (d) The CGL policy required above shall provide **CONSULTANT** with products and completed operations insurance, said coverage to be written on an occurrence basis, with coverage extended for such a period of time that suits can be filed before the running of the statute of limitations on any claim for injury to person or property due to negligence of **CONSULTANT** in the design of any building designed by the **CONSULTANT** under the terms of this Agreement.

ARTICLE 7 - INDEPENDENT CONTRACTOR. **CONSULTANT** is an independent contractor and shall undertake performance of the services pursuant to the terms of this Agreement as an independent contractor. **CONSULTANT** shall be wholly responsible for the methods, means and techniques of performance. **TOWN** shall have no right to supervise methods and techniques of performance employed by **CONSULTANT**, but **TOWN** shall have the right to observe such performance.

ARTICLE 8 - COMPLIANCE WITH LAWS. **CONSULTANT** agrees that in performing services pursuant to this Agreement to comply with all applicable regulatory requirements including federal, state and local laws, rules, regulations, orders, codes, criteria, and standards. **CONSULTANT** shall be responsible for procuring all permits, certificates, and licenses necessary to allow **CONSULTANT** to perform services under this Agreement. **CONSULTANT** shall not be responsible for procuring permits required for the construction of any building, unless such responsibility is specifically agreed to by **CONSULTANT**.

ARTICLE 9 - TOWN'S RESPONSIBILITIES. TOWN will furnish to CONSULTANT all of TOWN'S requirements for the project, including, but not limited to, scope of work, program, time constraints, schedule milestones, financial constraints, design objectives and design constraints, which are available to the TOWN or which the TOWN can reasonably obtain to furnish to CONSULTANT to enable CONSULTANT to make a Proposal to TOWN. Additionally, the TOWN shall also be responsible for the following:

- (1) Make final decisions utilizing information supplied by CONSULTANT.
- (2) Designate personnel to represent TOWN in matters involving the relationship between TOWN, CONSULTANT and third parties.
- (3) Provide such accounting, independent cost estimating, and insurance counseling services as may be required by the project.
- (4) Provide such legal services as TOWN may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the project, including those which may be raised by contractors, subcontractors, vendors or other project participants.
- (5) Enter into contracts for the purchase, construction, or other services with contractors, subcontractors, and vendors.
- (6) Provide financing for the project and make all payments in accordance with the terms of the contract.

ARTICLE 10 - OWNERSHIP OF DOCUMENTS. All documents, including drawings and specifications prepared by CONSULTANT pursuant to this AGREEMENT, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by TOWN or others on extensions of the Project or on any other project. Any reuse without written verification or adaption by CONSULTANT for the specific purpose intended will be at TOWN'S sole risk and without liability to CONSULTANT. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by TOWN and CONSULTANT.

ARTICLE 11 - TERMINATION OF CONTRACT FOR CAUSE. In the event of substantial failure by CONSULTANT to perform in accordance with the terms of this Agreement, as determined in the sole discretion of TOWN, TOWN shall have the right to terminate any work or agreement with CONSULTANT upon seven (7) days written notice in which event CONSULTANT shall have neither the obligation nor the right to perform further services under this Agreement.

ARTICLE 12 - TERMINATION OF CONTRACT FOR CONVENIENCE. TOWN shall have the right to terminate this Agreement for TOWN'S convenience upon seven (7) days written notice to CONSULTANT. CONSULTANT shall terminate performance of services on a schedule acceptable to TOWN. In the event of termination for convenience, the TOWN shall pay CONSULTANT for all services performed.

ARTICLE 13 - NONDISCLOSURE OF PROPRIETARY INFORMATION.

CONSULTANT shall consider all information provided by **TOWN** and all drawings, reports, studies, calculations, plans, specifications, and other documents resulting from the **CONSULTANT'S** performance of the **SERVICES** to be proprietary, unless such information is available from public sources. **CONSULTANT** shall not publish or disclose proprietary information for any purposes other than the performance of the **SERVICES** without the prior written authorization of **TOWN**. **CONSULTANT** shall not make any written or verbal statement to any press or news media concerning the Project without the written authorization of **TOWN**.

ARTICLE 14 - NOTICE. Any formal notice, demand, or request required by or made in connection with this agreement shall be deemed properly made if delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

TO CONSULTANT: The John R. McAdams Company, Inc.
ATTENTION: Chris Stanley
2905 Meridian Parkway
Durham, North Carolina 27713

TO TOWN: TOWN OF ANGIER
ATTENTION: Elizabeth Krige
TOWN MANAGER
55 N Broad Street W PO BOX 278
Angier, NORTH CAROLINA 27501

Nothing contained in this Article shall be construed to restrict the transmission of routine communication between representatives of **CONSULTANT** and **TOWN**.

ARTICLE 15 - DELAY BEYOND CONTROL OF THE PARTIES. Neither **CONSULTANT** nor **TOWN** shall be considered to be in default of the provisions of this Agreement for delays in performance due to forces beyond the control of the parties. "Forces beyond the control of the parties" shall mean, but is not limited to, delay caused by fire, acts of God, flood, earthquakes, storms, lightning, epidemic, war, riot, and/or civil disturbance.

ARTICLE 16 - GOVERNING LAW. This Agreement shall be governed by the laws of the State of North Carolina.

ARTICLE 17 - MISCELLANEOUS.

17.1 NONWAIVER FOR BREACH. No breach or non-performance of any term of this Agreement shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties. No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance and for any such breach or non-performance each party shall be relegated to such remedies as provided by law.

17.2 PRECEDENCE. In the event of any conflict or discrepancy between the terms of this Agreement and the specific written authorization to proceed pursuant to this Agreement, then the written authorization to proceed shall be given precedence over this Agreement in resolving such conflicts or discrepancies. If any conflict or discrepancy is discovered by either party hereto, then the written authorization to proceed, or this Agreement, shall be modified or amended, as necessary.

17.3 SEVERABILITY. The invalidity, illegality, or un-enforceability of any portion or provision of this Agreement shall in no way affect the validity, legality and/or enforceability of any other portion or provision of this Agreement. Any invalid, illegal or unenforceable provision of this Agreement shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced the same as if the Agreement had not contained any portion or provision which was invalid, illegal or unenforceable. Provided, however, this section 17.3 shall not prevent this entire Agreement from being void in the event any portion or provision of this Agreement which is of the essence of this Agreement shall be deemed void as provided by law or as determined by a court of competent jurisdiction.

ARTICLE 18 - INTEGRATED AGREEMENT. The TOWN'S request for Proposal, the CONSULTANT'S written Proposal, the TOWN'S authorization to proceed and this General Services Agreement for Consulting Services shall be integrated into and shall become the integrated agreement between the parties. CONSULTANT and TOWN agree that all prior negotiations, representations, proposals, letters, agreements, understandings, or other communications between them, whether written or oral, are hereby merged into the Agreement and that the Agreement supersedes all such prior negotiations, contracts and/or agreements. This Agreement shall not be modified unless such modifications are evidenced in writing, signed by both CONSULTANT and TOWN.

ARTICLE 19 - BENEFITS LIMITED TO PARTIES. Nothing herein shall be construed to give any right or benefits hereunder to anyone other than TOWN and CONSULTANT.

19.1 LIMITATIONS. **CONSULTANT's** total liability to **TOWN** under each authorization shall not exceed the total compensation paid under the authorization, the limits of all applicable insurance coverage maintained by **CONSULTANT** or \$1,000,000, whichever is greater; any portion of liability determined to be consequential damages under this per authorization limit, shall not exceed same.

In no event shall **CONSULTANT's** total liability in the aggregate, for all services under this agreement, exceed \$4,000,000. The limits set forth in this agreement shall apply notwithstanding any and all causes whatsoever including, but not limited to negligence (of any degree), errors, omissions, warranty, indemnity, strict liability or breach of contract, provided, however, that the foregoing limitation shall not apply to any indemnity obligations of consultant with respect to third party personal injury and death or damage to third party property.

ARTICLE 20 – DISPUTE RESOLUTION. **TOWN** and **CONSULTANT** agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or the breach thereof to mediation, pursuant to The Mediated Settlement Conference Rules for the Harnett County, North Carolina Superior Court Division. If such mediation is unsuccessful in resolving a dispute, then either party may seek to have the dispute litigated, in which case the parties agree that said matter shall be filed in Harnett County Superior Court and hereby consent to said venue and jurisdiction and hereby waive any objections thereto.

ARTICLE 21. OTHER

Adequate Consideration. Both parties hereby agree and stipulate that this contract is supported by fair and adequate consideration.

Independent Contractor. Consultant shall perform this Agreement as an independent Consultant and shall have and maintain complete control over its employees, agents and operations. Accordingly, Consultant shall be responsible for payment of all Federal, State and Local taxes. Consultant and its agents and employees shall not represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the TOWN.

Worker's Compensation Insurance. If required under State or Federal law, Consultant shall provide and maintain worker's compensation insurance covering the work outlined herein and provide satisfactory proof of same to TOWN prior to commencement of any work.

Drafting of Document and Reliance by Parties. In negotiation, discussion and drafting of this contract, the parties have been advised to seek legal counsel for representation to the extent they desire and have been given the opportunity to do so. The parties warrant, represent and agree that they are not relying on the advice of any other party to this contract as to the legal or other consequences arising out of the negotiation and execution of this contract other than legal counsel to the extent they have chosen to consult legal counsel. The parties warrant and agree that this contract was not induced by fraud, coercion, compulsion or mistake. This contract shall be deemed to have been drafted by both parties and for purposes of interpretation no presumptions shall be made to the contrary.

Reading and Signing. The parties hereby further warrant that they have completely read all the terms hereof; that they are competent to sign this contract; that they fully understand the terms of this contract; and that they voluntarily accept the terms of this contract.

Entire Agreement. The parties hereto warrant and agree that this contract contains the

entire agreement between the parties and that the terms of this contract are contractual and not a mere recital.

Governing Law and Consent to Jurisdiction and Venue. The parties warrant and agree that this Agreement has been executed in the State of North Carolina and shall be subject to, and construed in accordance with, the laws of the State of North Carolina. Any and all actions relating in any way to this contract shall be brought in the General Courts of Justice in the County of Harnett, State of North Carolina in the Superior Court Division.

Savings Clause. To the extent any provision herein shall be deemed unenforceable, either as a matter of law or any other reason, such provision shall be modified to reflect the intent of the parties. If such a provision cannot be modified to reflect the intent of the parties, the remainder of the agreement shall remain in full force and effect as long as the purpose and intent of the agreement can still be carried out by the remaining enforceable terms. In the event that there are unenforceable provisions which prevent the effect, intent and purpose of the agreement from being carried out, which cannot be modified to keep such purpose and intent, then the parties hereby agree that they shall take whatever action necessary to effectuate the purpose of this agreement. In the event the parties cannot come to an agreement as to the alternative methods for effecting the purpose and intent of this agreement, the parties hereby expressly consent to binding arbitration by a single arbitrator to be selected by the Harnett County Resident Superior Court Judge. Said arbitrator shall, following an opportunity to be heard by each party, provide for an enforceable plan to affect the purposes and intents of this agreement, including directing the parties to draft documents, file actions or take any actions necessary to affect his directive. The Arbitrator's directive shall be enforceable by Order of the court and to the extent the parties do not follow such directive, said parties shall be subject to the power of contempt by the court for not abiding by the terms of this agreement. Fees for the services of the Arbitrator, if such becomes necessary, shall be borne by equally between the parties. Despite this paragraph, if a party hereto believes it has the right to bring a court proceeding or file an action with the court that relates in any way to the matters in controversy addressed by this Agreement, said proceeding shall be filed in Harnett County Superior Court and all parties hereby consent and agree to said jurisdiction and venue.

Dispute Resolution. Without waiving the foregoing resolution process discussed in the Savings clause paragraph above, if a party hereto believes it has the right to bring a court proceeding or file an action with the court that relates in any way to the matters in controversy addressed by this contract, said proceeding shall be filed and heard in Harnett County Superior Court and all parties hereby consent and agree to said exclusive jurisdiction and venue.

Indemnification/Hold Harmless. To the fullest extent allowable under North Carolina law, Consultant hereby agrees to indemnify, hold harmless and defend TOWN from any and all actions which may arise as a result of any damages or claims for damages against Consultant or TOWN by any person or entity, including other parties hereto, arising from this contract or performance of the services as called for herein.

Awareness of Hazards. Consultant represents that it understands the currently known hazards to persons, property and the environment resulting from the services called for in this contract. Consultant further represents that it will perform all services under this Agreement in a safe, efficient and lawful manner, using industry-accepted practices and methods.

Waiver Only for Specific Occurrence. Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

Waiver of Less Than Strict Performance. Failure to require strict performance of any of

the provisions hereof shall not be considered a waiver of future right to demand strict performance with the provisions of this Agreement.

No Third-Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either Party.

Guarantee. It is understood by all parties that the TOWN has full control over the manner of performance of the services called for in the contract. Consultant represents that it is familiar with this type of work and hereby provides a guarantee that, absent unforeseen circumstances, the services will be performed to reasonably accepted standards within their profession.

Collection Costs and Reasonable Attorney Fees. In the event either party is caused to engage the services of an attorney to enforce the terms of this Agreement, the prevailing party shall be entitled to recover the costs of such enforcement including, but not limited to, reasonable attorney's fees, court costs and other fees and costs reasonably incurred.

Headings. The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

Authority. The undersigned persons hereby verify that they have the actual and apparent authority to enter into this contract and that any and all action necessary to approve this contract has been undertaken and approved by said entities.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives effective the day and year first above written.

TOWN OF ANGIER, NORTH CAROLINA

DATE: _____

BY: _____

Elizabeth Krige, Town Manager

The John R. McAdams Company, Inc.

DATE: _____

BY: _____

TITLE: _____

DESIGN PROFESSIONAL TASK ORDER AGREEMENT

This Agreement (the "Agreement") is entered into and made effective as of the **30th day of April, 2024**, by and between **ms consultants, inc., 5444 Wade Park Blvd., Suite 160, Raleigh, NC 27607** ("Consultant") and **Town of Angier, 55 N. Broad St., Angier, NC 27501** ("Client"). The Consultant and Client are referred to collectively as the "Parties" and individually as a "Party."

In consideration of the mutual promises, covenants, and agreements contained herein, which the Parties acknowledge are good, valuable and sufficient consideration for this Agreement, the Parties, intending to be legally bound, promise, covenant and agree as follows:

1. Scope of Services. Consultant's services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Exhibit 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.

This Agreement is not a commitment by Client to Consultant to issue any Task Orders.

Consultant shall not be obligated to perform any prospective Task Order unless and until Client and Consultant agree as to the particulars of the Specific Project, including the scope of Consultant's services, time for performance, compensation, and all other appropriate matters.

2. Standard of Care. Consultant shall perform the services under this Agreement with the care and skill ordinarily used by members of the profession practicing under similar conditions at the same time and in the same or a similar locality.
3. Term. This Agreement shall be effective and applicable to Task Orders issued hereunder for thirty six months with option for two one-year extensions from the effective date of the Agreement set forth above. The Parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

The effective date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Consultant is authorized to begin rendering services under a Task Order as of the effective date of the Task Order.

4. Invoices & Payment. Client shall pay Consultant as set forth in each Task Order and pursuant to the terms of this Agreement. Compensation shall be based on the rate schedule included as Exhibit 2 to this Agreement. Consultant shall invoice Client on a monthly basis for the Services and shall include supporting documentation as may be requested by Client. Payments are due and payable upon presentation of the Consultant's monthly statement. Amounts unpaid thirty days after the invoice date shall bear interest at the rate of 2.0% per month on the unpaid balance.
5. Independent Contractor. The Services of the Consultant will be provided as an independent contractor and Consultant will not be entitled to compensation as an employee, including but not limited to employee retirement benefits, vacation and sick leave and Consultant is not an employee of the Client.
6. Reuse of Documents. Documents prepared by Consultant are not intended or represented to be suitable for reuse by the Client for any other project outside the description provided of the project

in the Task Order. Any reuse by Client of such documents without specific written verification and consent of the Consultant will be at the Client's sole risk without liability or legal exposure to Consultant. Client agrees to hold harmless the Consultant for any breach of this provision.

7. Confidentiality. The Client agrees to keep confidential and not to disclose any data or information provided by Consultant which is not otherwise in the public domain or required to be disclosed by order of a court or as required by law.
8. Insurance. Consultant shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or death of any and all employees or of any person other than such employees, and from claims for damages because of injury to or destruction of property including loss of use resulting therefrom, and any other insurance prescribed by law or as set forth herein. Commercial general liability and automobile insurance in an amount not less than Two Million Dollars (\$2,000,000) for injuries, including those resulting in death, to any one person, and in an amount not less than Two Million Dollars (\$2,000,000) on account of any one accident or occurrence; non-owned and hired auto coverage combined single limit of \$1,000,000 per occurrence; uninsured motorist coverage in the amount of \$1,000,000 per occurrence. Professional Liability Insurance in the amount of Two Million Dollars (\$2,000,000) per occurrence. All policies of insurance relating to the project shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against the Parties, or any insureds, additional insureds, or loss payees thereunder.
9. Indemnification. To the fullest extent permitted by law Consultant shall indemnify and hold harmless Client from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the project itself), but only to the extent caused by the negligent acts or omissions of the Consultant, its subconsultant, anyone directly or indirectly employed by them or anyone for whose acts the Consultant may be liable.
10. Consequential Damages. The Client and Consultant waive indirect and consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement and any Task Order.
11. Successors. All provisions herein contained shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the Client and of Consultant.
12. Severability. If any term or provision of this Agreement or Task Order is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement and Task Order(s) will remain in full force and effect and such term will be deemed stricken; provided this Agreement and Task Order(s) will be interpreted, when possible, so as to reflect the intentions of the Parties as indicated by any such stricken term or provision.
13. Entire Agreement. This Agreement and any Task Order(s) constitutes the entire agreement among the Parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings

with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

14. Modification. No modification or waiver of any of the terms of this Agreement or Task Order(s) will be effective against a Party unless set forth in writing and signed by or on behalf of a Party. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Agreement or Task Order(s), constitute the waiver or modification of any such terms. The Parties acknowledge that no person has authority to modify this Agreement or Task Order or to waive any of their terms, except as expressly provided in this paragraph.
15. Termination. This Agreement may be terminated by either Party upon written notification to the other party and effective as of the date set forth in such notification. In the event the Client terminates the Agreement, the Consultant shall immediately cease all Services and Client shall immediately compensate Consultant for Services rendered.
16. Applicable Law; Rights Cumulative. This Agreement and any Task Order shall be construed in accordance with the laws of the State of Ohio, without reference to a state's conflict of law rules. All rights of the Parties hereunder shall be cumulative with all rights which the Parties hereto may have at law or in equity.
17. Third Party Beneficiaries. There are not third party beneficiaries to this Agreement.
18. Construction. The Parties acknowledge that each Party has reviewed this Agreement and voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, or any amendments or exhibits to it.
19. Dispute Resolution. All disputes arising out of this Agreement or any Task Order shall be subject to mediation as a condition precedent to arbitration as administered in accordance with the then current rules for arbitration as established by the American Arbitration Association.
20. Counterparts. This Agreement may be executed in one or more counterparts, all of which when taken together shall comprise one and the same document. The Parties shall accept facsimile or other electronic signatures to this Agreement and the same shall be valid as though it were an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, effective as of the date set forth in the recitals above:

Consultant: **ms consultants, inc.**

Client: **Town of Angier**

DESIGN PROFESSIONAL TASK ORDER AGREEMENT

Task Order No. ____

The following Task Order is made on this ____ day of _____, 20____, to the Design Professional Task Order Agreement dated **April 30, 2024** (the "Agreement") between **ms consultants, inc., 5444 Wade Park Blvd, Suite 160, Raleigh, NC 27607** and **Town of Angier, 55 N. Broad St., Angier, NC 27501**:

A. Scope of Services. Consultant shall perform design professional services described as follow: see attached RFLOI

B. Compensation. For the scope of services described in this Task Order, Client agrees to compensate Consultant:

☐ the lump sum fee of \$_____ plus reasonable expenses for out-of-pocket costs incurred by Consultant related to the services.

-or-

☐ at the hourly rates stated in Exhibit 2 to the Agreement plus reasonable expenses for out-of-pocket costs incurred by Consultant related to the services.

(check the box that applies)

C. Schedule. Consultant shall complete the services described in this Task Order within a reasonable time and in any event no later than: to be determined by future assignments.

Execution of this Task Order by the Parties shall make it subject to the terms and conditions of the Agreement (as modified), which Agreement is incorporated by this reference. Consultant is authorized to begin performance upon its receipt of a copy of this Task Order signed by Client.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Task Order, effective as of the date stated above.

Consultant: **ms consultants, inc.**

Client: **Town of Angier**

By: Walter King

By: _____

Title: Vice President

Title: _____

Date Signed: 5/1/2024

Date Signed: _____

[INSERT RATE SCHEDULE]

See attached



Board of Commissioners Agenda Report

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

MEETING DATE: May 7, 2024
PREPARED BY: Elizabeth Krige
ISSUE Strategic Plan and Key Performance Indicators
CONSIDERED:
DEPARTMENT: All Departments

SUMMARY OF ISSUE: The Board of Commissioners met individually and collectively to form a strategic plan to guide the town over the next 2-5 years. Other data collection included surveys from all employees as well as a Community Forum.

FINANCIAL IMPACT: The Town already authorized the expenditure of funds to create a strategic plan.

RECOMMENDATION: Staff recommends the Board of Commissioners adopt the Strategic Plan and Key Performance Indicators as presented.

REQUESTED MOTION: I make a motion to approve the Strategic Plan and Key Performance Indicators.

REVIEWED BY TOWN MANAGER: This proposal has been reviewed and is recommended by the Town Manager.

Attachments: Town of Angier Strategic Plan
Key Performance Indicators



Strategic Plan

Established by the Town of Angier Board of Commissioners

Adopted May 2024

Acknowledgments

The Town of Angier five-year Strategic Plan translates community vision and goals into an actionable strategy to guide the organization's focus, action plans, and resource alignment. By establishing overarching strategic priorities and underlying objectives, the Plan enables us to be transparent about our goals, focused on our efforts and accountable for results.

Angier's Strategic Plan was a collaborative effort led by the Mayor and Board of Commissioner's vision and leadership. It was strongly influenced by employee, stakeholder, and citizen input. The process of developing Angier's Strategic Plan was guided by the Town Manager with significant assistance from administrative staff. McGill Associates facilitated the Board's planning session and prepared the final report.

The Strategic Plan provides a solid foundation upon which to build an intentional, prosperous future for our community.

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Town of Angier Board of Commissioners

Mayor Robert M. (Bob) Jusnes, Sr.

Mayor Pro-Tem Sheveil Harmon

Commissioner Loru Boyer Hawley

Commissioner Jim Kazakavage

Commissioner Ashley Strickland

Town of Angier Manager

Elizabeth Krige, Town Manager

.....

Consultant



McGill Associates, PA

55 Broad Street, Asheville, NC 28801, 828.252.0575

Asheville | Hickory | Knoxville | Pinehurst | Raleigh | Roanoke | Shallotte | Williamsburg

Strategic Plan

The Town of Angier Strategic Plan is a formal document adopted by the Board of Commissioners to lay out the town's priority areas and concrete steps to achieve our mission and vision as a community.

Our Mission

The Town's mission is to provide excellent and efficient service, and foster a vibrant, and family-oriented community through responsible management, sustainable growth, and the creation of a pleasant environment for all.

Our Vision

Angier is a small, family-friendly town, bursting with charm. We believe that investment in our employees fosters efficient and effective service to our community. Angier continues to focus on making improvements to our community by investing in new water and sewer infrastructure, parks and recreation facilities, business development, land use, and public safety.

Our Strategic Priorities

1. Plan and implement sustainable infrastructure
2. Operate as an excellent public service organization
3. Promote community and economic development
4. Responsibly manage residential growth
5. Develop an outstanding park and recreation system
6. Provide a high level of public safety



A. Strategic Priority

Plan and implement sustainable infrastructure

- Continue investments in water system, stormwater, and traffic management
- Implement the flood mitigation study recommendations
- Complete the pedestrian plan and implement recommendations

B. Strategic Priority:

Operate as an excellent public service organization

- Attract, retain, and recruit skilled employees
- Provide competitive pay and benefits
- Invest in technology, equipment and tools to improve productivity
- Implement “listening sessions” to encourage employee engagement

C. Strategic Priority:

Promote community and economic development

- Attract new businesses and support new development
- Market and promote local businesses
- Promote town events and showcase the downtown area
- Support the Community Development Advisory Board in developing activities and projects



D. Strategic Priority:**Responsibly manage residential growth**

- Update the comprehensive plan and land uses
- Review goals, regulations, ordinances and standards for residential developments
- Explore creative options to expand housing ownership opportunities

E. Strategic Priority:**Develop an outstanding parks and recreation system:**

- Complete land acquisition and fund the “New Park” construction
- Support the Parks and Recreation Advisory Board in setting policy direction
- Review parks and recreation fees and cost recovery objectives
- Review open space requirements associated with proposed residential developments

F. Strategic Priority:**Provide a high level of public safety:**

- Enhance law enforcement effectiveness with enhanced officer safety equipment and training
- Strengthen neighborhood relations, outreach, and crime prevention
- Expand traffic enforcement for transportation safety, efficiencies and effectiveness
- Complete the design and construction of the new police building



Consultant



McGill Associates, PA

55 Broad Street, Asheville, NC 28801, 828.252.0575

Asheville | Hickory | Knoxville | Pinehurst | Raleigh | Roanoke | Shallotte | Williamsburg



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Strategic Plan

FY2024-2025

Initiatives and Key Performance Indicators



A. Plan and implement sustainable infrastructure

1. Complete Junny Road water tank.
2. Complete Core water system replacement.
3. Complete priority 4 and 5 sewer line rehabilitation.
4. Implement Mitigation Measure #3 (MM #3) at S. Broad Street.
5. Complete an updated Pedestrian Plan and implement recommendations.

B. Operate as an excellent public service organization

1. Implement Building Inspections software that will automate the process for permit generation and fee collection.
2. Replace computers and other hardware on recommended schedule.
3. Conduct quarterly listening sessions that will give employees voice and improve communication.
4. Conduct Stay Interviews with employees to understand what their needs are and the places where the organization can improve.
5. Implement merit increases for top performing employees.

C. Promote Community and Economic Development

1. Establish a non-profit organization that will invest in quality-of-life amenities.
2. Utilize social media and other forms of communication to promote the town and local businesses.
3. Coordinate monthly Community Development Advisory Board meetings and subcommittee meetings.
4. Identify and facilitate funding for downtown beautification projects.
5. Join the Main Street Program.
6. Track the number of new businesses opened and inquiries into vacant spaces.
7. Track the number of new jobs created.
8. Track increase in tax base from new businesses.

D. Responsibly manage residential growth

1. Fund and launch the comprehensive land use planning process.
2. Consider adoption of conditional zoning and architectural standards.
3. Review and recommend updates to the Unified Development Ordinance.
4. Facilitate a Board work session on housing needs and affordability to establish policy direction for staff.

E. Develop an outstanding Parks & Recreation System

1. Complete land acquisition and construction of entrance to the “new park.”
2. Decommission spray fields.
3. Begin construction on “phase 1.”
4. Pursue grant funding opportunities to fund the new park.
5. Commission independent review of recreation fees and cost recovery.
6. Coordinate Parks & Recreation Advisory meetings and rely policy proposals to the Board.

F. Provide a high level of public safety

1. Expand training opportunities for all staff.
2. Require Crisis Intervention Training for all Police supervisors.
3. Upfit vehicles with radar and purchase a lidar system.
4. Purchase and install LPR (license plate readers).
5. Purchase and install new radar speed limit signs for Broad Street.
6. Implement a monthly newsletter to be shared with employees and the community.
7. Continue monthly awareness posts on social media.
8. Select a Design-Build contractor
9. Secure funds from USDA for funding of the new police station.

Consultant



McGill Associates, PA

55 Broad Street, Asheville, NC 28801, 828.252.0575

Asheville | Hickory | Knoxville | Pinehurst | Raleigh | Roanoke | Shallotte | Williamsburg



Board of Commissioners Agenda Report

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

MEETING DATE: May 7, 2024
PREPARED BY: Mayor Bob Jusnes
ISSUE Pod Casts to Increase Community Engagement
CONSIDERED:
DEPARTMENT: All Departments

SUMMARY OF ISSUE: The Town wishes to have 6 videos of a pod cast filmed with different department directors to increase knowledge of town initiatives.

FINANCIAL IMPACT: The town received a proposal from The Shop to create 6 podcasts for \$2,400. Funds are available in the Planning Department Community Projects 10-5400-5905

RECOMMENDATION: Allow the manager to contract with The Shop for the creation of 6 videos highlighting the town which will be shared on social media.

REQUESTED MOTION: I make a motion to approve the contract with The Shop and authorize the manager to execute the contract.

REVIEWED BY TOWN MANAGER: This proposal has been reviewed and is recommended by the Town Manager.

Attachments: The Shop Media Proposal

"The Shop" Media Proposal

The Shop Community Space LLC | 25 S Broad St E Angier, NC 27501

P (910) 965-5454 **C** (209) 221-1869

CUSTOMER

Town of Angier

ESTIMATE NO

GM-1051

DATE _____

5/2/2024

ADDRESS

55 N Broad St W

CITY/STATE/ZIP

Angier, NC 27501

PHONE

(919) 639-2071

PROJECT

Video Podcast

PREPARED BY:

The Shop Community
Space LLC

ATTENTION

Chrissy Porter

Date Issued

May 2nd 2024

Payment Due

May 7th 2024

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
6	GM Pro Podcast Production	\$400.00	\$2,400.00
2	Electro Voice Dynamic Microphone	Inc.	
2	Cameras	inc.	
1	Pro Lighting Equipment	inc.	
1	Studio Rental	Inc.	
1	Full Post Production Services	inc.	
1	Intro & Outro Creation Series Specific	inc.	
1	While Label Agreement	inc.	
		SUBTOTAL	\$2,400.00
THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:		TAX RATE	Exempt
Client Service Agreement Attached		SALES TAX	\$0.00
		OTHER	
		TOTAL	\$2,400.00

SIGN BELOW TO ACCEPT QUOTE:

CUSTOMER

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
AUTHORIZED REP			DATE

Client Service Agreement: Timeframe May 8, 2024 - July 10, 2024

Parties: Known as "Provider" The Shop Community Space LLC

addison@theshopspace.us 25 South Broad Street East Angier, NC 27501 (910)-965-5454

known as "Client" Town of Angier 55 N Broad St W, Angier, NC 27501 (919) 639-2071

Collectively, all the above people or businesses entering this Agreement will be referred to as the "Parties."

Purpose of the Agreement Client wishes to hire Provider to provide services relating to Client's Podcast as detailed in this Agreement. Provider has agreed to provide such services according to the terms of this Agreement.

Terms Services Provider shall provide Client with the following services and/or products ("Services"):

- Film 6 podcast episodes during the period of May 8th, 2024 and July 10, 2024
- Deliver each episode directly to Community Development Coordinator, Crissy Porter to be distributed to all the appropriate media outlets
- 72hr turnaround for delivery of each fully edited episode
- 2 camera setups for multiple angles used on recordings
- lighting equipment
- 2 microphones and set design for each episode
- Assist host with best practices and scripting where needed
- **Location** and Delivery of Services Location. The Shop Community Space LLC is located at 25 South Broad Street East Angier, NC 27501
- **Delivery of Services.** The provider will deliver final episodes through digital means. If Client would like delivery of content through USB Drive or External Hard Drive then the Client must provide the drive to be used, at no cost to the Provider.

- **Deliverables:** 6 Video Podcast Episodes fully edited with the series intro & outro for each episode 1 short episode teaser for each episode ranging between 30-45 sec in duration 1 Audio only file for each episode
- **The total cost** ("Total Cost") for all Services is \$2,400.00. General Provisions Governing Law. The laws of North Carolina govern all matters arising out of or relating to this Agreement.
- **The parties agree:** The Shop Community Space LLC shall provide the production services under the brand name and label of the **Town of Angier ("White Label")**. The Shop shall not assert its branding or identity in connection with the production services provided under this Agreement.

If any portion of this Agreement is deemed illegal or unenforceable, the remaining provisions remain in full force.

Notice. Parties shall provide effective notice ("Notice") to each other via either of the following methods of delivery at the date and time which the Notice is sent: 1. Email 1. Provider's Email: addison@theshopspace.us 2. Client Email: cporter@angier.org Merger.

This Agreement constitutes the final, exclusive agreement between the parties relating to the Podcast and Services contained in this Agreement. All earlier and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

Addison Allgood: _____

addison@theshopspace.us

Town of Angier: _____

<https://www.raleighpodcast.studio/service-prices/>

[How Does It Work](#)[Prices](#)[Studios](#)[Contact Us](#)[See Podcast Options](#)

Podcast Recording Prices

All Podcast Recording Sessions are 90mins. You can record this entire time or we recommend 2x 30min podcasts or 4x 15min videos with time to record podcast introductions etc. Delivery without editing is 72 hours. Choose your backdrop color and seating arrangements or bring your own props.

One Time Podcast

1x 90min. Podcast Per Visit

\$269⁹⁹
Per Podcast

- Live Record (2 Cam Angles)
- No Editing (Raw AV File)
- Multiple Cameras
- 4x Microphones
- 72 Hour Delivery
- Choice of Backdrop Color
- Choice of Seating

[Add To Cart](#)

BEST VALUE

Multiple Podcasts

Up to 2x 90min. Edited Podcasts Per Month!

\$569⁹⁹
Monthly

- 2x Fully Edited Podcasts
- 4x Social Short Promos
- Logo + Image Overlays
- Podcast Producer Coaching
- Live Stream + Virtual Guest
- YouTube Uploads + Publishing
- Podcast Set Décor Session
- Choice of Backdrop Color + Seating

Podcast & Edit

Up To 1x 90min. Edited Podcast

\$389⁹⁹
Per Podcast

- 1x Fully Edited Podcast
- 1x Social Short Promo
- Logo + Image Overlays
- Live Stream + Virtual Guest
- Choice of Backdrop Color + Seating

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www.raleighpodcast.studio www.raleighpodcast.studio

Podcasts

All packages are customizable based on your goals and needs.

Starting at: \$250 /mo Audio Get Started	Starting at: \$600 /mo Video Get Started	Starting at: \$75 /episode Audio EDIT ONLY Get Started	Starting at: \$400 /episode Video EDIT ONLY Get Started
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Package Pricing

Whether you're just starting out or looking to maintain a consistent release schedule, our packages are designed to provide quality services at competitive rates.

QUESTIONS? SCHEDULE A CALL

Starter Package
4 Episodes

\$379

Audio Editing
Sync Multi-Track Channels
Noise Reduction and Cleaning
Volume Matching
Episode Uploading
48-72 Hour Turnaround

SIGN UP ONLINE

*episode length up to 1 hour

Launch Package
Get Started

LIMITED SPACE

\$1499
ONE-TIME

Basic Show Artwork
Guidance & Training
Podcast Trailer Episode
6 Episodes to Start
Intro/Outro
Audio Editing
Submission to Podcast Directories

SIGN UP ONLINE

*episode length up to 1 hour

Bulk Package
13 Episodes

SALE

~~1199~~ **\$1099**

Audio Editing
Sync Multi-Track Channels
Noise Reduction and Cleaning
Volume Matching
Episode Uploading
48-72 Hour Turnaround

SIGN UP ONLINE

*episode length up to 1 hour

[Pricing - Podcasting Done Right](#)

OLD BUSINESS



Board of Commissioners Agenda Report

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

MEETING DATE:	May 7, 2024
PREPARED BY:	Elizabeth Krige
ISSUE	MOU between CAMPO and its members
CONSIDERED:	
DEPARTMENT:	Planning

SUMMARY OF ISSUE: The Town of Angier is a member of the Capital Area Metropolitan Organization and as such, needs to adopt updated Memorandum of Understanding.

The updated MOU adds Coats, Lillington and Chatham County to the members of CAMPO along with some administrative changes.

FINANCIAL IMPACT: N/A

RECOMMENDATION: Staff recommends adoption of the updated MOU with CAMPO.

REQUESTED MOTION: I make a motion to approve the updated MOU with CAMPO

REVIEWED BY TOWN MANAGER: This proposal has been reviewed and is recommended by the Town Manager.

Attachments: CAMPO MOU

**NORTH CAROLINA
CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION**

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**THE GOVERNOR OF THE STATE OF NORTH CAROLINA,
TOWN OF ANGIER, TOWN OF APEX, TOWN OF ARCHER LODGE, TOWN OF
BUNN, TOWN OF CARY, TOWN OF COATS, TOWN OF CLAYTON, CITY OF
CREEDMOOR, TOWN OF FRANKLINTON, TOWN OF FUQUAY-VARINA, TOWN
OF GARNER, TOWN OF HOLLY SPRINGS, TOWN OF KNIGHTDALE, TOWN OF
LILLINGTON, TOWN OF MORRISVILLE, CITY OF RALEIGH, TOWN OF
ROLESVILLE, TOWN OF WAKE FOREST, TOWN OF WENDELL, TOWN OF
YOUNGSVILLE, TOWN OF ZEBULON, COUNTY OF CHATHAM, COUNTY OF
FRANKLIN, COUNTY OF GRANVILLE, COUNTY OF HARNETT, COUNTY OF
JOHNSTON, COUNTY OF WAKE, TRIANGLE TRANSIT AUTHORITY, AND THE
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
(Hereinafter referred to as the Municipalities, the Agencies, the Counties and the State)**

**IN COOPERATION WITH
THE UNITED STATES DEPARTMENT OF TRANSPORTATION,**

Agreement No. 2024-04-17

WITNESSETH THAT

WHEREAS, Chapter 136, Article 3A, Section 136.66.2(d) provides that:

"For MPOs, either the MPO or the Department of Transportation may propose changes in the plan at any time by giving notice to the other party, but no change shall be effective until it is adopted by both the Department of Transportation and the MPO."; and

WHEREAS, Section 134(a) of Title 23 United States Code states:

"It is in the national interest to encourage and promote the development of transportation systems embracing various modes of transportation in a manner which will efficiently maximize mobility of people and goods within and through urbanized areas and minimize transportation-related fuel consumption and air pollution. To accomplish this objective, metropolitan planning organizations, in cooperation with the State, shall develop transportation plans and programs for urbanized areas of the State. Such plans and programs shall provide for the development of transportation facilities (including pedestrian walkways and bicycle transportation facilities)

N. C. Capital Area Metropolitan Planning Organization

Memorandum of Understanding (cont.)

April 17, 2024

which will function as an intermodal transportation system for the State, the metropolitan areas, and the Nation. The process for developing such plans and programs shall provide for consideration of all modes of transportation and shall be continuing, cooperative, and comprehensive to the degree appropriate, based on the complexity of the transportation problems."; and

WHEREAS, Section 134(c) of Title 23 United States Code states:

Development of long-range plans and TIPs.— To accomplish the objectives in subsection (a), metropolitan planning organizations designated under subsection (d), in cooperation with the State and public transportation operators, shall develop long-range transportation plans and transportation improvement programs for metropolitan planning areas of the State; and

WHEREAS, Chapter 136, Article 3A, 66.2(a) of the General Statutes of North Carolina require that:

"Each MPO, with cooperation of the Department of Transportation, shall develop a comprehensive transportation plan in accordance with 23 U.S.C. § 134. In addition, an MPO may include projects in its transportation plan that are not included in a financially constrained plan or are anticipated to be needed beyond the horizon year as required by 23 U.S.C. § 134. For municipalities located within an MPO, the development of a comprehensive transportation plan will take place through the metropolitan planning organization. For purposes of transportation planning and programming, the MPO shall represent the municipality's interests to the Department of Transportation."; and,

WHEREAS, Chapter 136, Article 3A, 66.2(b) provides that:

"After completion and analysis of the plan, the plan shall be adopted by both the governing body of the municipality or MPO and the Department of Transportation as the basis for future transportation improvements in and around the municipality or within the MPO. The governing body of the municipality and the Department of Transportation shall reach agreement as to which of the existing and proposed streets and highways included in the adopted plan will be a part of the State highway system and which streets will be a part of the municipal street system. As used in this Article, the State highway system shall mean both the primary highway system of the State and the secondary road system of the State within municipalities."; and,

WHEREAS, a transportation planning process includes the operational procedures and working arrangements by which short and long-range transportation plans are soundly conceived and developed and continuously evaluated in a manner that will:

1. Assist governing bodies and official agencies in determining courses of action and in formulating attainable capital improvement programs in anticipation of community needs; and,
2. Guide private individuals and groups in planning their decisions which can be important factors in the pattern of future development and redevelopment of the area; and,

N. C. Capital Area Metropolitan Planning Organization

Memorandum of Understanding (cont.)

April 17, 2024

WHEREAS, it is the desire of these agencies that a continuing, cooperative, and comprehensive transportation planning process as set forth in a Memorandum of Understanding dated January 28, 1993 comply with Title 23 U.S.C. Section 134; and any subsequent amendments to that statute, and any implementing regulations; Title 49 U.S.C. Chapter 53 and any subsequent amendments to these statutes and any implementing regulations; and the Clean Air Act of 1970, as amended, [42 U.S.C.7504 and 7506].

NOW THEREFORE, the following **Memorandum of Understanding** is made:

Section I. Membership

It is hereby agreed that the Municipalities, the agencies, the Counties and the State in cooperation with the United States Department of Transportation, will participate in a continuing, cooperative and comprehensive ("3-C") transportation planning process with responsibilities and undertakings as related in the following paragraphs:

1. The **N. C. Capital Area Metropolitan Planning Area** (as defined by the Metropolitan Area Boundary, also known as the Planning Area Boundary) will be all of Wake County and parts of Chatham, Franklin, Granville, Harnett, and Johnston Counties.
2. The **N. C. Capital Area Metropolitan Planning Organization (MPO)** shall include the local governments of the Municipalities and the Counties, the North Carolina Department of Transportation, an **Executive Board** hereinafter defined, a **Technical Coordinating Committee** hereinafter defined, and the various agencies and units of local, regional, and state government participating in the transportation planning for the area.
3. The **Urbanized Area Boundary** and the **Metropolitan Area Boundary** shall be periodically reviewed and revised in light of new developments and basic data projections.
4. The continuing transportation planning process will be a cooperative one reflective of and responsive to the programs of the North Carolina Department of Transportation, and to the comprehensive plans for growth and development of the Municipalities and the Counties in the Triangle Region with attention being given to cooperative planning with the neighboring metropolitan and rural planning organizations.
5. The continuing transportation planning process will be in accordance with the intent, procedures and programs of Title VI of the Civil Rights Act of 1964, as amended.
6. The continuing transportation planning process will be in accordance with the intent, procedures, and programs of the Clean Air Act of 1970, as amended.

N. C. Capital Area Metropolitan Planning Organization

Memorandum of Understanding (cont.)

April 17, 2024

7. Transportation policy decisions within the planning area are the shared responsibility of the North Carolina Board of Transportation, the Executive Board and the governing bodies of the participating local governments.
8. Transportation plans and programs and land use policies and programs having regional impacts will be coordinated with the applicable regional Councils of Governments.
9. **An Executive Board is hereby established** with the responsibility for cooperative transportation planning decision making for the MPO. The **Executive Board** shall have the responsibility for keeping the policy boards of the participating local governments informed of the status and requirements of the transportation planning process; for assisting in the dissemination and clarification of the decisions and policies of the policy boards; for providing opportunities for citizen participation in the transportation planning process; and all other duties and responsibilities customary for a governing board of a public authority.

The **Executive Board** will be responsible for carrying out the provisions of 23 U.S.C. Section 134 and Title 49 U.S.C. Chapter 53; and 42 U.S.C.; including, but not necessarily limited to:

- a. Establishment of goals and objectives for the transportation planning process.
- b. Review and approval of a **Prospectus** for transportation planning which defines work tasks and responsibilities for the various agencies participating in the transportation planning process;
- c. Review and approval of changes to the **Metropolitan Area Boundary** as well as review and recommendation for changes to the **National Highway System**;
- d. Review and approval of the transportation **Unified Planning Work Program**;
- e. Review and approval of the adopted **Comprehensive and Metropolitan Transportation Plans**. As specified in General Statutes Section 136-66.2(a), the Comprehensive Transportation Plan shall include the projects in the Metropolitan Area's Transportation Plan as well as projects that are not included in the financially constrained plan or are anticipated to be needed beyond the horizon year as required by 23 U.S.C. Section 134. As specified in General Statutes Section 136-66.2(d) certain revisions to the **Comprehensive Transportation Plan** may be required to be jointly approved by the North Carolina Department of Transportation;
- f. Review and approval of the MPO's **Transportation Improvement Program** for multimodal capital and operating expenditures ensuring coordination between local and State capital improvement and operating programs. As specified in 23 U.S.C. Section 134(k), all federally funded projects carried out within the boundaries of a metropolitan planning area serving a transportation

N. C. Capital Area Metropolitan Planning Organization

Memorandum of Understanding (cont.)

April 17, 2024

- management area (excluding projects carried out on the National Highway System) shall be selected for implementation from the approved TIP by the metropolitan planning organization designated for the area in consultation with the State and any affected public transportation operator;
- g. Review and approval of planning procedures for air quality conformity and review and approval of air quality conformity determination for projects, programs, and plans;
 - h. Review and approval of a Congestion Management Process;
 - i. Review and approval of the distribution and oversight of federal funds designated for the Raleigh Urbanized Area under the provisions of IIIA and any other subsequent Transportation Authorizations;
 - j. Review and approval of a policy for public involvement for the MPO;
 - k. Review and approval of an agreement between the MPO, the State, and public transportation operators serving the Metropolitan Planning Area that defines mutual responsibilities for carrying out the metropolitan planning process in accordance with 23 C.F.R. 450
 - l. Development and approval of committee by-laws for the purpose of establishing operating policies and procedures;
 - m. Oversight of the MPO Staff;
 - n. Revisions to membership of Technical Coordinating Committee as defined herein;
 - o. Review and approval of cooperative agreements with other transportation organizations, transportation providers, counties, and municipalities.

The membership of the **Executive Board** shall include:

- One member of the Angier Town Board of Commissioners
- One member of the Apex Town Council
- One member of the Archer Lodge Town Council
- One member of the Bunn Town Council
- One member of the Cary Town Council
- One member of the Clayton Town Council
- One Member of the Coats Board of Commissioners
- One member of the Creedmoor Board of Commissioners
- One member of the Franklinton Town Board of Commissioners

N. C. Capital Area Metropolitan Planning Organization

Memorandum of Understanding (cont.)

April 17, 2024

- One member of the Fuquay-Varina Town Board of Commissioners
- One member of the Garner Town Council
- One member of the Holly Springs Town Council
- One member of the Knightdale Town Council
- One member of the Lillington Board of Commissioners
- One member of the Morrisville Town Council
- One member of the Raleigh City Council
- One member of the Rolesville Town Board of Commissioners
- One member of the Wake Forest Town Board of Commissioners
- One member of the Wendell Town Board of Commissioners
- One member of the Youngsville Town Board of Commissioners
- One member of the Zebulon Town Board of Commissioners
- One member of the Chatham County Board of Commissioners
- One member of the Franklin County Board of Commissioners
- One member of the Granville County Board of Commissioners
- One member of the Harnett County Board of Commissioners
- One member of the Johnston County Board of Commissioners
- One member of the Wake County Board of Commissioners
- Four members of the North Carolina Board of Transportation representing the Highway Divisions (currently 4, 5, 6 and 8) within the Metropolitan Planning Area
- One member of the Research Triangle Regional Public Transportation Authority Board of Trustees; and
- The Division Administrator of the Federal Highway Administration or his or her representative who shall serve as an advisory, non-voting member.
- The Regional Administrator of the Federal Transit Administration or his or her representative, who shall serve as an advisory, non-voting member.
- The Regional Administrator of the Federal Rail Administration or his or her representative, who shall serve as an advisory, non-voting member.

Municipal and county public transit providers shall be represented on the Executive Board through their respective municipal and county local government board members.

Voting representatives of the Municipalities and the Counties shall be designated by their respective governing boards. Requirements for voting, quorums, and membership in good standing shall be included in the adopted bylaws of the Executive Board. Weighted voting shall be applied as invoked by any voting member of the Executive

N. C. Capital Area Metropolitan Planning Organization

Memorandum of Understanding (cont.)

April 17, 2024

Board. In the instance of a weighted vote, each member government shall be apportioned weighted voting based on the most recent certified North Carolina Population Estimates for Municipalities and Counties utilizing a vote weighting formula of one vote for each 10,000 of population, or portion thereof. Other voting agencies without population-based representation on the Executive Board shall vote in accordance with the most recent voting schedule. The most recent voting schedule will be maintained by the CAMPO staff and updated with the most recent certified North Carolina Population Estimates for Municipalities and Counties.

At the invitation of the **Executive Board**, other local, regional, State or Federal agencies impacting transportation within the planning area may serve as non-voting members of the **Executive Board**.

As established in its adopted bylaws, the **Executive Board** shall meet as deemed appropriate and shall elect officers with the responsibility for coordination of the committee's activities. A member of the MPO staff will serve as secretary to the Committee.

As established in its adopted bylaws, the Executive Board may create an executive committee and/or subcommittees to carry out its responsibilities.

10. **A Technical Coordinating Committee (TCC) shall be established** with the responsibility of general review, guidance and coordination of the transportation planning process for the planning area and with the responsibility for making recommendations to the Executive Board and to other entities designated by the Executive Board regarding any necessary actions relating to the continuing transportation planning process. The TCC shall be responsible for development, review and recommendations of the **Prospectus, Unified Planning Work Program, Transportation Improvement Program, Metropolitan Area Boundary, Urbanized Area Boundary, and National Highway System**, for revisions to the **Transportation Plan**, for planning citizen participation and for documenting reports of the transportation study.

Membership of Technical Coordinating Committee (TCC) shall include technical representatives from local, regional and State governmental agencies; as well as major modal transportation providers directly related to and concerned with the transportation planning process for the planning area. Each member agency's representative(s) shall be designated by the chief administrative officer of that agency. Departments or divisions within local and state agencies that should be represented on the TCC include, but are not limited to, those responsible for transportation planning, land use planning, transportation operations, public works and construction, engineering, public transportation, environmental conservation and planning, bicycle and pedestrian planning, and economic development. The voting membership shall include, at a minimum, representation from the following agencies/organizations, with specific numbers of members from each agency/organization outlined in the Technical Coordinating Committee's adopted bylaws:

N. C. Capital Area Metropolitan Planning Organization

Memorandum of Understanding (cont.)

April 17, 2024

- Town of Angier
- Town of Apex
- Town of Archer Lodge
- Town of Bunn
- Town of Cary
- Town of Clayton
- Town of Coats
- City of Creedmoor
- Town of Franklinton
- Town of Fuquay-Varina
- Town of Garner
- Town of Holly Springs
- Town of Knightdale
- Town of Lillington
- Town of Morrisville
- City of Raleigh
- Town of Rolesville
- Town of Wake Forest
- Town of Wendell
- Town of Youngsville
- Town of Zebulon
- County of Chatham
- County of Franklin
- County of Granville
- County of Harnett
- County of Johnston
- County of Wake
- Central Pines Regional Council
- Capital Area Transit
- Cary Transit
- Raleigh-Durham Airport Authority
- Research Triangle Transit Regional Public Transportation Authority

- North Carolina Department of Transportation

N. C. Capital Area Metropolitan Planning Organization

Memorandum of Understanding (cont.)

April 17, 2024

- Rural Transit Systems Serving Franklin , Granville, Harnett, Johnston and Wake Counties
- North Carolina State University
- Research Triangle Foundation
- Triangle North Executive Airport

The host agency's membership shall not include members of the MPO staff.

In addition to voting membership, the TCC shall invite officials responsible for other types of planning activities that are affected by transportation in the area (including State and local planned growth, economic development, environmental protection, airport operations, and freight movements) to coordinate their planning process, to the maximum extent practicable, with MPO planning activities. Such organizations and agencies may include:

- a. The Federal Highway Administration
 - b. The Federal Transit Administration
 - c. The Federal Rail Administration
 - d. The U.S. Army Corps of Engineers
 - e. The U.S. Environmental Protection Agency
 - f. The U.S. Fish and Wildlife Service
 - g. The N.C. Department of Cultural Resources
 - h. The N.C. Department of Commerce
 - i. The U.S. Department of Housing and Urban Development
 - j. The N.C. Railroad Company
 - k. The N.C. Trucking Association
 - l. The N.C. Motorcoach Association
 - m. Regional Transportation Alliance
11. The Technical Coordinating Committee shall operate as determined by its adopted bylaws. Any agency not listed above which wishes representation on the TCC may request such representation for consideration under the adopted bylaws of the TCC. As established in its adopted bylaws, the TCC may create an executive committee and/or subcommittees to carry out its responsibilities.
12. The governing boards of the Municipalities and the Counties and the North Carolina Board of Transportation shall serve as the primary means for citizen input to the continuing transportation planning process. Citizen involvement will also be obtained through procedures outlined in the MPO's policy for public participation and through various special studies and projects undertaken by the MPO.

The Executive Board should also provide opportunities for citizen participation in the transportation planning process.

N. C. Capital Area Metropolitan Planning Organization

Memorandum of Understanding (cont.)

April 17, 2024

Section II. Responsibilities

It is further agreed that the subscribing agencies will have the following responsibilities, these responsibilities being those most logically assumed by the several agencies:

The Municipalities and the Counties

The Municipalities and the Counties will assist in the transportation planning process by providing assistance, data and inventories in accordance with the Prospectus. The Municipalities and the Counties shall coordinate zoning and subdivision approval within their respective jurisdictions in accordance with the adopted Metropolitan Transportation Plan. Additionally, the a host agency, as designated by the Executive Board will serve as the **Lead Planning Agency** for the MPO. Services provided by the Lead Planning Agency on behalf of the MPO will be governed by mutual agreement(s).

The Municipalities and the Counties will participate in funding the portion of the costs of the MPO's work program not covered by federal or state funding (minimum 20% match of actual annual expenditures) as approved by the Executive Board. The portion to be paid by each Municipal and County member government will be based upon its pro rata share of population within the MPO Planning Area, utilizing the most recent certified North Carolina Office of State Planning municipal and county population estimates. In addition, MPO members may also voluntarily contribute additional funds for other purposes such as to participate in funding the costs of special studies, or other specialized services as mutually agreed upon.

Failure to pay the approved share of costs shall invalidate the MPO's Unified Planning Work Program and annual MPO self-certification as required by 23 CFR 450. Failure to certify shall result in the withholding of transportation project funds to the metropolitan planning area in accordance with federal law. In order to avoid this, the Executive Board shall amend the Unified Planning Work Program.

The municipalities and the counties receiving federal transportation funding designated for the Urbanized Areas within the MPO Planning Area as approved by the Executive Board through the Unified Planning Work Program shall comply with adopted reporting and oversight procedures.

North Carolina Department of Transportation

The Department will assist in the transportation planning process by providing planning assistance, data and inventories in accordance with the Prospectus. The Department, to the fullest extent possible, and as permitted by existing State and Federal regulations, will provide assistance in the protection of necessary rights-of-way for those transportation corridors designated on the Transportation Plan.

Research Triangle Regional Public Transportation Authority

Triangle Transit will assist in the transportation planning process by providing planning assistance, data, and inventories in accordance with the Prospectus. Triangle Transit shall comply with adopted reporting and oversight procedures for the receipt of federal

N. C. Capital Area Metropolitan Planning Organization

Memorandum of Understanding (cont.)

April 17, 2024

transportation funding designated for the region's Urbanized Areas as approved by the Executive Board through the Unified Planning Work Program

Section III. Termination

Parties to this Memorandum of Understanding may terminate their participation in the N. C. Capital Area Metropolitan Planning Organization by giving thirty (30) days written notice to the other parties prior to the date of termination. If any party should terminate participation, this memorandum of understanding shall remain in force and the MPO shall continue to operate as long as 75% or more of the population within the Metropolitan Planning Area is represented by the remaining members.

Section IV. Ratification

In witness whereof, the parties of this Memorandum of Understanding have been authorized by appropriate and proper resolutions to sign the same, The Town of Angier by its Mayor, the Town of Apex by its Mayor, the Town of Archer Lodge by its Mayor, the Town of Bunn by its Mayor, the Town of Cary by its Mayor, the Town of Clayton by its Mayor, the Town of Coats by its Mayor, the City of Creedmoor by its Mayor, the Town of Franklinton by its Mayor, the Town of Fuquay-Varina by its Mayor, the Town of Garner by its Mayor, the Town of Holly Springs by its Mayor, the Town of Knightdale by its Mayor, the Town of Lillington by its Mayor, the Town of Morrisville by its Mayor, the City of Raleigh by its Mayor, the Town of Rolesville by its Mayor, the Town of Wake Forest by its Mayor, the Town of Wendell by its Mayor, the Town of Youngsville by its Mayor, the Town of Zebulon by its Mayor, the Triangle Transit Authority by its Chair, Chatham County by its Chairman of the Board of Commissioners, Franklin County by its Chairman of the Board of Commissioners, Granville County by its Chairman of the Board of Commissioners, Harnett County by its Chairman of the Board of Commissioners, Johnston County by its Chairman of the Board of Commissioners, Wake County by its Chairman of the Board of Commissioners, and by the Secretary of Transportation on behalf of the Governor of the State of North Carolina and the North Carolina Department of Transportation, this the _____ day of _____, 2024.

[SIGNATURE PAGES TO FOLLOW]

N. C. Capital Area Metropolitan Planning Organization

Memorandum of Understanding (cont.)

April 17, 2024

(Seal)

TOWN OF ANGIER

Clerk

By _____
Mayor

N. C. Capital Area Metropolitan Planning Organization

Memorandum of Understanding (cont.)

April 17, 2024

(Seal)

**STATE OF NORTH CAROLINA AND
DEPARTMENT OF TRANSPORTATION**

By _____
Secretary of Transportation

Approved for Execution

By _____
Assistant Attorney General

N. C. Capital Area Metropolitan Planning Organization
Memorandum of Understanding (cont.)
April 17, 2024

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N. C. Capital Area Metropolitan Planning Organization
Memorandum of Understanding (cont.)
April 17, 2024

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Board of Commissioners Agenda Report

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

MEETING DATE: May 7, 2024
PREPARED BY: Faith Gray
ISSUE American Rescue Plan Amended Project Ordinances
CONSIDERED:
DEPARTMENT: Finance Department

SUMMARY OF ISSUE:

The grant project ordinances for the American Rescue Plan projects were adopted in March with the funds that we had received from the Division of Water Infrastructure (DWI) up until that point. Now that we have received an additional \$8.73M from DWI to provide funding for the completion of the projects, the ordinances for the core replacement, water tower, and wastewater treatment plant have been amended to reflect this addition.

FINANCIAL IMPACT: The Town will be able to complete the projects using American Rescue Plan funds.

RECOMMENDATION: Approve and sign the ordinances.

REQUESTED MOTION: Approve the amendments to the Core Replacement, Water Tower, and Wastewater Treatment Plant (WWTP) project ordinances so the Town may move forward in construction of the projects.

REVIEWED BY TOWN MANAGER:

Attachments:

A003-2024

A004-2024

A005-2024



Town of Angier

Robert M. Jusnes, Sr.
Mayor

Elizabeth Krige
Town Manager

Ordinance No.: A003-2024
Date Adopted: March 5, 2024
Date Amended: May 7, 2024

GRANT PROJECT ORDINANCE FOR THE TOWN OF ANGIER AMERICAN RESCUE PLAN ACT OF 2021: CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

BE IT ORDAINED by the Board of Commissioners of the Town of Angier, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1: This ordinance is to establish a budget for projects to be funded by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF). These funds may be used for the following categories of expenditures, to the extent authorized by state law.

1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Section 2: The grant project ordinance authorized includes wastewater treatment plant and stormwater infrastructure improvements described in the applications submitted to the North Carolina Division of Water Infrastructure for Project No. SRP-D-ARP-0020 and Project No. SRP-D-134-0067.

Section 3: The following amounts are appropriate for the project and authorized for expenditure:

Post Office Box 278 • Angier, North Carolina 27501-0278 • (919) 639-2071



Town of Angier

Robert M. Jusnes, Sr.
Mayor

Elizabeth Krige
Town Manager

Project Description	Appropriation of ARP/CSLFRF Funds
Water Distribution Core System Replacement	\$4,337,500
Contingency (10% of construction costs)	\$510,000
Surveying and Engineering Design	\$260,000
Permitting	\$2,500
Construction Contract Admin & Observation	\$140,000
TOTAL	\$5,250,000

Section 4: The following revenues are anticipated to be available to complete the project:

ARP/CSLFRF Funds: \$5,250,000

Total: **\$5,250,000**

Section 5: The Town Clerk is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements, including payroll documentation and effort certifications, in accordance with 2 CFR 200.430 & 2 CFR 200.431 and the Town's Uniform Guidance Allowable Costs and Cost Principles Policy.

Section 6: The Finance Officer is hereby directed to report the financial status of the project to the governing board on a quarterly basis.

Section 7: Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to Town Board of Commissioners.

Section 8: This grant project ordinance expires on December 31, 2026, or when all the ARP/CSLFRF funds have been obligated and expended by the Town, whichever occurs sooner.

Adopted this the ____ day of _____, 2024.

Robert M. Jusnes Sr., Mayor

Veronica Hardaway, CMC, NCCMC, Town Clerk



Town of Angier

Robert M. Jusnes, Sr.
Mayor

Elizabeth Krige
Town Manager

Ordinance No.: A004-2024
Date Adopted: March 5, 2024
Date Amended: May 7, 2024

GRANT PROJECT ORDINANCE FOR THE TOWN OF ANGIER AMERICAN RESCUE PLAN ACT OF 2021: CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

BE IT ORDAINED by the Board of Commissioners of the Town of Angier, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1: This ordinance is to establish a budget for projects to be funded by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF). These funds may be used for the following categories of expenditures, to the extent authorized by state law.

1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Section 2: The grant project ordinance authorized includes wastewater treatment plant and stormwater infrastructure improvements described in the applications submitted to the North Carolina Division of Water Infrastructure Project No. SRP-D-ARP-0020 and Project No. SRP-D-134-0067.

Section 3: The following amounts are appropriate for the project and authorized for expenditure:

Project Description	Appropriation of ARP/CSLFRF Funds
500,000-Gallon Elevated Water Storage Tank	\$3,965,000
Packaged Duplex Booster Pump Station	\$51,500
Contingency (10% of construction costs)	\$294,750



Town of Angier

Robert M. Jusnes, Sr.
Mayor

Elizabeth Krige
Town Manager

Surveying and Engineering Design	\$100,000
Environmental & Geotechnical Investigation	\$10,000
Construction Contract Admin & Observation	\$35,000
TOTAL	\$4,456,250

Section 4: The following revenues are anticipated to be available to complete the project:

ARP/CSLFRF Funds: \$4,456,250

Total: **\$4,456,250**

Section 5: The Town Clerk is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements, including payroll documentation and effort certifications, in accordance with 2 CFR 200.430 & 2 CFR 200.431 and the Town's Uniform Guidance Allowable Costs and Cost Principles Policy.

Section 6: The Finance Officer is hereby directed to report the financial status of the project to the governing board on a quarterly basis.

Section 7: Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to Town Board of Commissioners.

Section 8: This grant project ordinance expires on December 31, 2026, or when all the ARP/CSLFRF funds have been obligated and expended by the Town, whichever occurs sooner.

Adopted this the ____ day of _____, 2024.

Robert M. Jusnes Sr., Mayor

Veronica Hardaway, CMC, NCCMC, Town Clerk



Town of Angier

Robert M. Jusnes, Sr.
Mayor

Elizabeth Krige
Town Manager

Ordinance No.: A005-2024
Date Adopted: March 5, 2024
Date Amended: May 7, 2024

GRANT PROJECT ORDINANCE FOR THE TOWN OF ANGIER AMERICAN RESCUE PLAN ACT OF 2021: CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

BE IT ORDAINED by the Board of Commissioners of the Town of Angier, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

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1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Section 2: The grant project ordinance authorized includes wastewater treatment plant and stormwater infrastructure improvements described in the applications submitted to the North Carolina Division of Water Infrastructure Project No. SRP-W-ARP-0019 and Project No. SRP-W-134-0087.

Section 3: The following amounts are appropriate for the project and authorized for expenditure:

Funding Source	Project Description	Appropriation of ARP/CSLFRF Funds
SRP-W-ARP-0019	Wastewater Treatment Additional Capacity Purchase	\$5,100,179
	Contingency (10% of construction cost)	\$456,908



Town of Angier

Robert M. Jusnes, Sr.
Mayor

Elizabeth Krige
Town Manager

	Surveying and Engineering Design	\$524,050
	Permitting	\$32,744
	Legal Costs	\$4,869
SRP-D-134-0087	Wastewater Treatment Additional Capacity Purchase	\$5,730,000
Angier Wastewater Capital Reserve	1.25 MG WWTP Capacity Upgrade	\$3,620,139
	TOTAL	\$15,468,889

Section 4: The following revenues are anticipated to be available to complete the project:

ARP/CSLFRF Funds: \$15,468,889

Total: **\$15,468,889**

Section 5: The Town Clerk is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements, including payroll documentation and effort certifications, in accordance with 2 CFR 200.430 & 2 CFR 200.431 and the Town's Uniform Guidance Allowable Costs and Cost Principles Policy.

Section 6: The Finance Officer is hereby directed to report the financial status of the project to the governing board on a quarterly basis.

Section 7: Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to Town Board of Commissioners.

Section 8: This grant project ordinance expires on December 31, 2026, or when all the ARP/CSLFRF funds have been obligated and expended by the Town, whichever occurs sooner.

Adopted this the ____ day of _____, 2024.

Robert M. Jusnes Sr., Mayor

Veronica Hardaway, CMC, NCCMC, Town Clerk

ROY COOPER

Governor

ELIZABETH S. BISER

Secretary

SHADI ESKAF

Director



NORTH CAROLINA
Environmental Quality

April 19, 2024

Ms. Elizabeth Krige, Town Manager
Town of Angier
P.O. Box 278
Angier, North Carolina 27501

SUBJECT: Funding Offer
Project No. SRP-D-134-0067
Co-funded with SRP-D-ARP-0020
Water Distribution Core System
Replacement & Junny Rd. 500,000 Gallon
Elevated Tank

Dear Ms. Krige:

The Town of Angier has been approved for funding assistance according to the subject funding offer. This offer is made subject to the Assurances and Conditions attached to this document.

Upon your acceptance, please submit the following items to the Division, via email at DEQ.DWI.FundingOffer@deq.nc.gov:

1. One (1) copy of the original Offer and Acceptance Document executed by the Authorized Representative for the project, along with the Conditions and Assurances. **Retain the other copy for your files.**
2. A resolution adopted by the governing body accepting the funding offer and making the applicable Conditions and Assurances contained therein. (Sample copy attached)
3. Federal Identification Number and Unique Entity ID Number of the Recipient (UEID required for federally funded projects)
4. Sales-Tax Certification (attached)

The Site Certification and a Capital Project Ordinance (or budget ordinance covering the project) are due before disbursements begin.




North Carolina Department of Environmental Quality | Division of Water Infrastructure
512 N. Salisbury Street | 1633 Mail Service Center | Raleigh, North Carolina 27699-1633
919.707.9160

Disbursement requests are to be submitted via Laserfiche at the following link: <https://edocs.deq.nc.gov/Forms/DW-Document-Upload-Form>. A reference copy of the Disbursement Request Form (also found on the DWI website) has been enclosed for your convenience.

On behalf of the Department of Environmental Quality, I am pleased to make this funding offer. Should you have any questions concerning this offer of funding, or any of the stipulations outlined in this offer package, please contact Lynn Kern at lynn.kern@deq.nc.gov or (919) 707-9249.

Sincerely,

DocuSigned by:

6300A872077B4C5...

Shadi Eskaf, Director
Division of Water Infrastructure, NCDEQ

Enclosures: Offer and Acceptance Document (two copies)
Assurances & Conditions
Federal ID and UEID Number Request Memo
Resolution to Accept Funding Offer (suggested format)
Sales-Tax Certification Form
Disbursement Request Form
Guidance Document (North Carolina Wastewater Funding Programs Overview)
Site Certification
Capital Project Ordinance (Sample)

cc: Elizabeth Krige, Town Manager (eyokley-krige@angier.org)
William W. Dreitzler, PE, DM2 Engineering (bdreitzler@dm2engineering.com)
Mark Hubbard (Via DocuSign)
Lynn Kern (Via DocuSign)
DWI Administrative Unit (Via DocuSign)
Carrie Short (Via DocuSign)
Teresa Tripp (Via DocuSign)
DEQ.DWI.FundingOffer@deq.nc.gov
FILE: SRP-134 Project File (**COM_LOX**)
Agreement ID#: 2000058564



STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE

Funding Offer and Acceptance

Legal Name and Address of Award Recipient	Project Number(s): SRP-D-134-0067*
Town of Angier	Assistance Listing Number: N/A
P.O. Box 278	Unique Entity ID Number: DT3LQD9TJR73
Angier, NC 27501	

Funding Program

Drinking Water	<input checked="" type="checkbox"/>	Additional Amount for	Previous Total	Total Offered
Stormwater	<input type="checkbox"/>	Funding Increases		
Wastewater	<input type="checkbox"/>			
State Revolving Fund-Repayable Loan	<input type="checkbox"/>			
State Revolving Fund-Principal Forgiveness	<input type="checkbox"/>			
State Reserve Loan	<input type="checkbox"/>			
State Reserve Grant	<input type="checkbox"/>			
State Reserve Earmark (S.L. 2023-134)*	<input checked="" type="checkbox"/>			\$3,000,000
American Rescue Plan Act - Choose an item.	<input type="checkbox"/>			

Project Description:

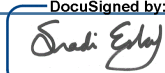
Water Distribution Core System Replacement & Junny Rd. 500,000 Gallon Elevated Tank	Total Financial Assistance Offer:	\$3,000,000
	Total Project Cost:	\$9,706,250
	Estimated Closing Fee**:	\$ 0
	For Loans	
*Co-funded with SRP-D-ARP-0020	Interest Rate:	-- Per Annum
	Maximum Loan Term:	-- Years

* Federal requirements will also apply to S.L 2023-134 projects co-funded with federal funds.
** Estimated closing fee calculated based on grant and loan amount.

Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance.

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina:	Shadi Eskaf, Director, Division of Water Infrastructure North Carolina Department of Environmental Quality
DocuSigned by:  6300A872077B4C5...	4/22/2024
Signature	Date

On Behalf of:	Town of Angier
Name of Representative in Resolution:	
Title (Type or Print):	

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the attached Assurances and the Standard Conditions.

Signature	Date
-----------	------

STANDARD CONDITIONS & ASSURANCES FOR STATE RESERVE PROJECTS**Project Applicant: Town of Angier****Project Number: SRP-D-134-0067**

1. The Applicant intends to construct the project or cause it to be constructed to final completion in accordance with the Application approved for financial assistance by the Division.
The recipient acknowledges that in the event a milestone contained in the most recent Clean Water State Revolving Fund Intended Use Plan and/or the Letter of Intent to Fund is missed, the Department of Environmental Quality will rescind this Funding Offer.
2. The Applicant is responsible for paying for the costs ineligible for DWI funding.
3. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.
4. As of the acceptance of this Funding Award Offer, steps A-D in the SRP Guidance will be complete. These Assurances, likewise, incorporate the most recent version of the SRP Guidance, and the Applicant hereby certifies by accepting this Funding Award Offer that it will adhere to the subsequent steps in the SRP Guidance document. The remaining steps generally govern project design, bidding, contracting, inspection, disbursements, closeout and repayment.
5. The Applicant will provide and maintain adequate engineering supervision and inspection.
6. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three years following completion of the project.
7. All SRP funds must be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
8. The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.
9. The applicant acknowledges that any loan funds contained in this Funding Offer requires approval from the North Carolina Local Government Commission before they can be disbursed.

FEDERAL ID & Unique Entity ID # REQUEST MEMO

TO: All Loan and Grant Recipients

SUBJECT: Federal Identification Number

Please be advised that all local government units receiving grant or loan funds from the State of North Carolina must supply their Federal Identification Number to this office upon acceptance of your loan/grant offer. Therefore, please provide the information below and return to the Division via email at DEQ.DWI.FundingOffer@deq.nc.gov.

RECIPIENT:

PROJECT NUMBER:

FEDERAL IDENTIFICATION NUMBER:

UNIQUE ENTITY ID:

(Suggested Format)

RESOLUTION BY GOVERNING BODY OF RECIPIENT

WHEREAS, the (unit of Government) has received a Directed Projects grant from the 2023 Appropriations Act, Session Law 2023-134, administered through the Drinking Water Reserve and Wastewater Reserve to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered 2023 Appropriations Act funding in the amount of \$_____ to perform work detailed in the submitted application, and

WHEREAS, the (unit of government) intends to perform said project in accordance with the agreed scope of work,

NOW, THEREFORE, BE IT RESOLVED BY THE (GOVERNING BODY) OF THE (UNIT OF GOVERNMENT):

That (unit of government) does hereby accept the 2023 Appropriations Act Directed Projects Grant offer of \$_____.

That the (unit of government) 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 (name and title of authorized representative), and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this the (date adopted) at (place), North Carolina.

(Signature of Chief Executive Officer)

Date

SALES-TAX REIMBURSEMENT CERTIFICATION FORM
(FOR FUNDING PROGRAMS IN THE DIVISION OF WATER INFRASTRUCTURE)

Applicant: _____

Project Number: _____

☐ Check If Applicant is not a unit of government under North Carolina law

If Applicant noted above is a Unit of Government in North Carolina, check the applicable box below.

Sales Tax **IS** deducted in this scenario. Please show this on the disbursement requests.

☐ The construction contract was bid with sales taxes and the unit of government will request reimbursement from the DOR.

Sales Tax **IS NOT** deducted in either of these scenarios.

☐ The construction contract was bid with sales taxes and the unit of government will not request reimbursement from the DOR.

☐ The construction contract was bid without sales taxes

(Printed Name and Title of Authorized Representative)

(Signature of Authorized Representative)

(Date)

DISBURSEMENT REQUEST FORM**NC Division of Water Infrastructure**

Funding Recipient: _____
 DWI Project No. _____

Payment No. _____ Page No. _____
 Period Covered From: _____ To: _____

CONSTRUCTION <i>(Rename as appropriate)</i>	<i>Cumulative Cost to Date</i>	<i>Minus Ineligibles</i>	<i>Minus Overruns Not App'd By Change Order</i>	<i>Subtotal of Payable Cost</i>	<i>Minus Retainage on Payable Cost</i>	<i>Minus Cumulative Sales Tax</i>	<i>Other Adjustments (Other Funds e.g.)</i>	<i>Minus Previously Paid to Date</i>	<i>Requested For This Pay Request</i>
Contract 1	\$1,200,000	(\$100,000)	(\$100,000)	\$1,000,000	(\$50,000)	(\$50,000)	(\$500,000)	(\$300,000)	\$100,000
Contract 2	\$505,000		(\$5,000)	\$500,000	(\$25,000)	(\$10,000)		(\$400,000)	\$65,000
Contract 3									
Contract 4									
Contract 5									
ENGINEERING <i>(Rename as appropriate)</i>	<i>Cumulative Cost to Date</i>						<i>Other Adjustments (Other Funds e.g.)</i>	<i>Minus Previously Paid to Date</i>	<i>Requested For This Pay Request</i>
Item 1	\$250,000							(\$250,000)	\$0
Item 2									
Item 3									
Item 4									
OTHER COSTS <i>(Rename as Appropriate)</i>	<i>Cumulative Cost to Date</i>						<i>Other Adjustments (Other Funds e.g.)</i>	<i>Minus Previously Paid to Date</i>	<i>Requested For This Pay Request</i>
Item 1									
Item 2									
Item 3									
PAY REQUEST TOTALS	<i>Cumulative Cost to Date</i>	<i>Minus Ineligibles</i>	<i>Minus Overruns Not App'd By Change Order</i>		<i>Minus Retainage on Payable Cost</i>	<i>Minus Cumulative Sales Tax</i>	<i>Other Adjustments (Other Funds e.g.)</i>	<i>Minus Previously Paid to Date</i>	<i>Total Requested For This Pay Request</i>
	\$1,955,000	(\$100,000)	(\$105,000)		(\$75,000)	(\$60,000)	(\$500,000)	(\$950,000)	\$165,000

Certification

- I certify that to the best of my knowledge and belief the incurred costs being requested for disbursement are in accordance with terms of the project and that this request represents the monies due which have not been previously received and that an inspection has been performed and all work is in accordance with the terms and conditions of the award.
 - For applicable SRF projects, the project remains in compliance with Davis-Bacon and American Iron and Steel conditions or is the process of remediating noncompliance.

Grant Percentage for SRF Projects:

%

You must check ONE of the boxes below or your payment will not be processed:

The funds requested above have already been paid to the respective vendors, consultants & contractors by the funding recipient

☐**OR**

The funds requested above have not been paid to the respective vendors, consultants & contractors.

Funds received from the State will be disbursed to these entities within three (3) banking days.

☐

Type or Print Name and Title

Signature of Authorized Representative

Date

DWI comments

Instructions and notes on how to use this form

- Complete guidance for preparing disbursement requests can be found in section G.2. of the North Carolina SRF Program Overview and Guidance that was included with your Funding offer (applicable to State grants and loans too).
- The form, as downloaded, is filled out with sample numbers. It is suggested that the sample be used as a reference (saved or printed).
- Please submit ONE COPY of this form and backup documents when requesting funds.
- Only the Authorized Representative can sign this form, unless declared otherwise in a resolution.
- Construction contract line item overruns and engineering contract overruns must have approved change orders or engineering amendments before those costs will be paid.



CERTIFICATION REGARDING UNIFORM RELOCATION
ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES
(URLAP) ACT OF 1970

Applicant: _____

Project No.: _____

Project Name: _____

Please check appropriate boxes:

- ☐ I certify that all real property (including easements) has been acquired or condemnation proceedings have been entered into for property thereby providing legal access for this project.

AND

- ☐ I certify to the best of my knowledge and belief that the acquisition of property specifically for the above referenced project is in compliance with the URLAP Act of 1970 (the Uniform Act). The acquisition either:
- ☐ Acquisition of real property did not result in the displacement of any person, business or farm operation.
 - ☐ or relocation was involved in the land acquisition, the Federal Highway Administration (FHA) was contacted for technical assistance.

OR

- ☐ Compliance with the Uniform Act does not apply because the land and/or easements associated with the above referenced project were acquired prior to the inception of the project. Date land acquired: _____

I understand that a false statement on this certification may be grounds for rejection or termination of this loan.

Signature of Applicant's Authorized Representative or Attorney

Date

Typed Name and Title

Capital Project Ordinance

Be it ORDAINED by the Governing Board of the (Town of Anywhere), North Carolina, that pursuant to section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital Project Ordinance is hereby adopted.

Section 1: The Project authorized is the (construction/rehabilitation of a wastewater treatment/collection System) to be financed by (the sale of general obligation bonds/ARRA loan /federal loan/state loan / state grants and reserves).

Section 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the board resolution, loan documents and the budget contained herein.

Section 3: The following amounts are appropriated for the project:

Engineering	\$ 120,000
Land	90,000
Construction	<u>1,440,000</u>
	<u>\$ 1,650,000</u>

Section 4: The following revenues are anticipated to be available to complete this project:

Federal/ARRA Loan	\$ 1,100,000
Proceeds from general Obligation Bonds	\$ 500,000
Transfer from Wastewater treatment capital Reserve	\$ 20,000
	<u>\$ 1,650,000</u>

Section 5: The finance officer is hereby directed to maintain within the capital project fund sufficient specific detailed accounting records to satisfy the requirements of the grantor agency, the grant agreements, and federal regulations. The terms of the bond resolution also shall be met.

Section 5: Funds may be advanced from the General Fund for the purpose of making payments as due. Disbursement requests should be made to the grantor agency in an orderly and timely manner. Section

7: The finance officer is directed to report, on a quarterly basis, on the financial status of each project element in section 3 and on the total grant/loan revenues received or claimed.

Section 8: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this board.

Section 9: Copies of this capital project ordinance shall be furnished to the clerk to the Governing Board, and to the Budget Officer and the Finance officer for direction in carrying out this project.

Duly adopted this __ day of _____ 201__.

Signature, (Authorized Rep)

(Seal)

Attest: _____
Signature (Town Clerk)

North Carolina Wastewater Funding Programs Overview

Division of Water Infrastructure Website: <https://www.deq.nc.gov/about/divisions/water-infrastructure>

A) Application Filing

1. Application deadlines are twice a year. The deadlines are typically March and September.
2. If SRF and State Reserve funding are both available, an applicant will simply apply for funding and DWI will slot successful applications into the funding program that best suits the situation (most grant or principal forgiveness, most total dollars etc.)
3. Letter of Intend to Fund (LOIF) letters are mailed after DWI evaluation and State Water Infrastructure Authority approval. Recipients of LOIF letters are placed on a schedule for completing the rest of the steps to start construction.
4. Consult the website for the current application forms.

B) Engineering Report Submission and Approval (See website for guidance and details)

1. From the Date of the LOIF, an Engineering Report (ER) must be submitted within **4 months**.
2. From the Date of the LOIF, the ER must be approved within **9 months**.
3. Consult the website for submittal checklists and instructions.

C) Application Approval by the Local Government Commission

1. For projects with a loan component, the Local Government Commission must approve the ability to take on the requested debt. This is done after the Engineering Report is approved. DWI staff will transmit the required information to the LGC on behalf of the project applicant. **Note that LGC 108A & 108C forms are now not requested by DWI until the ER is approved. The ER approval letter asks the applicant to obtain the forms from the website and return them to DWI. Please do this as soon as possible.**
2. Terms:
 - a) Projects with interest bearing loans will receive the lower of two interest rates. The two rates are the current rate when applications are due and the rate when the LGC approves the loan. The Loan Offer (discussed in D, below) will reflect the lower rate. The rates are ½ the 20-year municipal bond buyers index. Certain, qualifying applications receive 0% interest loans.
 - b) The LGC sets the loan term with a maximum term of 20 years. Applicants may want to contact the LGC earlier than this to ensure they are able to meet LGC approval requirements. Currently the LGC is not allowed to review applications for \$1,000,000 or more unless a letter to the Joint Legislative Committee on Local Government and the Fiscal Research Division has been provided.
 - c) Loan Offers can be written for as much as 110% of the LGC approved amount. The applicant must justify this, and request it in writing from the DWI.
 - d) In some rare cases a 30 year term may be available. Please consult DWI management to discuss if this is potentially available for your situation.

D) Loan Offer

1. After approval of the Engineering Report and debt capacity by the LGC (for loans), a formal Award Offer is prepared which includes the Award's details and applicable assurances and conditions.

- a) Two copies of the Award Offer are sent to recipients. Return the following to DWI:
 - b) One signed copy (keep the other copy) of the Loan Offer.
 - c) Resolution accepting the Award Offer.
 - d) Federal ID and DUNS # form.
 - e) Sales Tax Certification.
 - f) A Fiscal Sustainability Plan (FSP) Certification for certain new SRF projects. This must be returned before a project's final reimbursement will be made.
2. In the event of bids that exceed the project budget, a loan increase for up to 10% can be authorized without additional approval of the LGC. Amounts above 10% require a modified application to be approved by the LGC.
 3. Closing Fees are invoiced with the Authority to Award letter. (paragraph F below). The Award Offer contained an estimated closing fee but actual closing costs are based on the total costs after bids are received. Loan Fees are 2% and Grant Fees 1.5%.

E) Plans and Specifications Approval (see website for guidance and details)

1. Plans & Specifications must be submitted within **15 months** of the LOIF.
2. Plans and Specifications must be approved within **19 months** of the LOIF letter. This includes issuance of all permits.
3. The project's plans and specifications must be approved by the Division prior to advertising for bids. Changes by addendum must be submitted to the Division for approval. Changes by change order must also be submitted for approval.

F) Bidding and Issuance of Authority to Award (ATA) the Construction Contract

1. Issuance of the ATA letter must be within **23 months** of the LOIF letter. Awarding contracts before issuance of the ATA letter is at the risk of the owner.
2. The contracts may be advertised as soon as plans & specifications are approved and permits are issued. NC General Statutes require the project to be advertised for 7 days, however DWI prefers projects to be advertised for 30 days. For the initial advertisement period, three bids must be received in order for an award to be made. The Plans & Specifications approval letter has the Project Bid Information form attached. It, and the other information described in it, must be submitted to and approved by this office **before contracts can be awarded**. This information is:
 - a. Project Bid Information Form, signed by authorized representative
 - b. Bid tabulation, sealed by the consulting engineer
 - c. Proposals of the successful bidders
 - d. Tentative award resolution from loan recipient subject to DWI approval
 - e. Engineer's recommendation
 - f. Proof of Advertisement
 - g. American Iron and Steel Certification (SRF only)
 - h. MBE/WBE requirements. (Detailed guidance on the website).
3. In an environment where program funding is limited, costs not demonstrated to be needed by the applicant, will immediately be made available in future funding rounds (deobligated).

G) Construction Phase of Project**1. Inspections**

- a) Site Inspections will be conducted for all funded projects. Coordinate the Preconstruction Conference with the Inspector assigned to project. The number of inspections performed will be determined based on the length of the project, type of project, amount of funding involved and other factors. Any duly authorized representative of the State will have access to the work site and the contractor will provide proper facilities for such access and inspection. Further, any authorized representative of the State shall have access, for the purpose of audit and examination, to any records pertinent to the funds.
- b) A primary duty of the administering State agency is to guard against fraud, waste and abuse of Federal funds. To ensure proper use of Federal funds, State personnel may review submittals, daily logs, testing reports, as-builts and other appropriate construction documentation to verify that project elements meet approved specifications. Generally, any changes to unit quantities or changes in specifications that result in substantial monetary savings for the owner, will need to be documented by change order.
- c) Conformance with SRF standard conditions is a primary program responsibility. These include Davis-Bacon and American Iron and Steel currently.
- d) Additionally, inspections may uncover unsafe construction practices and environmental compliance violations. While not necessarily in SRF staff jurisdiction, deficiencies may be referred to appropriate enforcement agencies. Expeditious and timely use of SRF funds is a program goal and avoidance of any delay in construction is a concern, particularly delays associated with public health or worker safety which are of concern in their own right.

2. Disbursements (\$\$\$)**a) First Reimbursement**

- i) Approval of Construction Contracts must happen with **24 months** of the LOIF letter. The following items are required for approval:
 - Contract must be fully executed
 - Notice to Proceed must be executed by owner and contractor
 - The project specifications must include 100% performance and payment bonds. Bonds must be dated on or after contract date
 - Original power of attorney must be dated on or after bonds
 - The contractor must provide current Insurance
 - All documents must be bound with the specifications
 - Davis-Bacon Documents must be present in the specifications
- ii) Capital Project Ordinance submitted as required by G.S. 159-13.2. Alternately a budget ordinance that clearly identifies the project being funded by the SRF can be submitted.
- iii) All items under Item D,1.
- iv) Site Certificate
- v) Engineering Contracts and Engineering Procurement Certification (2 items)
- vi) Closing Fee must have been received

- vii) For Loans, promissory note executed and returned to the Local Government Commission (this is requested from the LGC upon receipt of the executed construction contract and is for the amount noted in the ATA letter)

b) Disbursements - General Information

- i) Forms can be found online. A sample was included with the Loan Offer
- ii) Disbursement requests should be sent to Jackie Moore; 1633 Mail Service Center; Raleigh NC 27699-1633.
- iii) All items must be approved in advance before being reimbursed.
- iv) One copy of the following information is required for reimbursements:
 - Reimbursement request form with original signature.
 - Contractor monthly estimates
 - Engineering invoices
 - Invoices for any other approved costs
 - Eligible land costs will be reimbursed when the land has either been acquired or is under condemnation. In both cases and a copy of an offer to purchase the land must be submitted with the appraisal.
- v) Indicate cumulative totals on the reimbursement form
- vi) Check the appropriate box regarding whether or not contractors have already been paid. Note, that if the DWI funds are needed to pay the contracts, the funds must be disbursed within 3 banking days of receipt.
- vii) As noted in the Award Offer Assurances, sales taxes will be deducted from disbursements if an applicant indicates they intend to seek reimbursement for them from the Department of Revenue. A certification form is provided on our website to indicate what the owner intends to do regarding sales tax.
- viii) Note that Davis-Bacon certified payrolls and materials invoices that support the contract summary invoice **do not** need to be submitted with reimbursement requests.

c) Project Closeout and Final Disbursement

- i) Funds are held at 95% until the final payment is authorized.
- ii) Required items for final payment include:
 - The inspector must issue final inspection report signifying that project is complete and all concerns have been satisfied and all change orders must have been submitted and approved.
 - Final invoices must show zero retainage.
 - Submit to Pam Whitley:
 - ✓ Engineer's certifications.
 - ✓ Owner's Certification of Completion
 - ✓ Signed Closeout Checklist.
 - ✓ Fiscal Sustainability Plan (CWSRF Only).

H) REPAYMENT (Loans Only)

1. Repayments will be reflected in the final promissory note and will be for the actual funds borrowed.
2. Repayments by the recipient begin on the May 1st or the November 1st that is between 6 months and 12 months after original project completion in the notice to proceed.
3. The May 1st payment includes principal and interest and the November 1st payment is only interest.
4. **Interest begins to accrue from the date of completion on the Notice to Proceed.**
For multi-prime contracts the General contract will be used to set this date.
5. Construction Manager at Risk and Design Build Contracts, should set a date of completion in that contract.

I) Eligibility**1. Regulatory Authority-CWSRF**

- a) The types of projects that can be funded are loosely defined under Sections 212, 319 and 320 of the Clean Water Act. These can be described as publically owned wastewater treatment and transport systems and stormwater pollution treatment and control projects.

2. Construction - Items Not Eligible

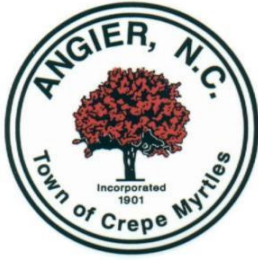
- a) Project elements not related to the scope of the approved project.
- b) The SRF will pay to restore project related items such as road patching, sidewalks Fences, seeding, etc. Complete paving of streets unless warranted by disturbance of construction activities, even if required by NCDOT
- c) Note that items or rework that should be covered by bonds, insurance or liquidated damages will not be covered by the SRF funds.
- d) Any installation of service lines or service laterals outside the right-of-way.
- e) Operation and maintenance type work (e.g. sludge removal not necessary for construction of the project), or items such as spare parts.
- f) Extended warranties or maintenance contracts.
- g) Drinking water facilities are not eligible for CWSRF projects unless changes are necessary to complete the sewer project (e.g. moving a water line, providing potable water to wastewater facility).

3. Engineering and Technical Services - Eligibility Considerations

- a) Planning and Design Contracts
 - i. Must include task descriptions and these tasks must be associated with the project being built
- b) Construction Administration and Inspection
 - i) Task Description must be included and tasks must be associated with eligible construction work
 - ii) Typical tasks include but are not limited to: attending meetings, provide plan copies, review testing, review shop drawings, review payment applications, prepare change orders, coordinate with DWI, as-builts
 - iii) Price should be cost plus fixed fee or per diem with a ceiling. This fee schedule should be in the contract.
 - iv) Invoices must include hours, rate and task
 - v) Contract must be amended to pay beyond the ceiling. Must be accompanied by justification such as a corresponding change order.
- c) Other eligible engineering activities include bidding, O&M manuals, soils reports, hydro-geologic reports, TVing and cleaning of lines etc.

4. Other Eligibility Notes

- a) Legal - Legal fees for contract review and for advertisements etc.
- b) Real Property and easements associated with the approved project scope are eligible expenses. All cost items associated with acquiring the property may be paid for if properly documented.
- c) Preparation of permits required by Federal, or State regulations or procedures.
- d) Permits imposed by the applicant such as building permits are not eligible.



Board of Commissioners Agenda Report

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

MEETING DATE: May 7, 2024
PREPARED BY: Elizabeth Krige
ISSUE USDA Budget Update
CONSIDERED:
DEPARTMENT: Police Department

SUMMARY OF ISSUE: The Town is pursuing financing from USDA to construct a new police station. Part of that process is to submit a preliminary architecture report.

FINANCIAL IMPACT: The Manager's Recommended Budget proposes a budget of \$200,000 for interim financing. USDA has advised that we can leave the budget at \$5,800,000 and the \$200,000 for interim financing will be counted as the town's contribution.

The Board of Commissioners could approve the break down attached and be reimbursed for the interim financing costs.

RECOMMENDATION: Staff recommends the Board direct the manager to draft a letter stating that \$200,000 will be the town's contribution to this project.

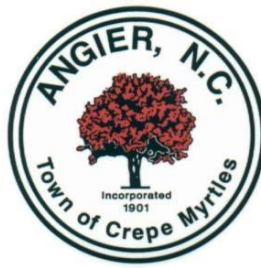
REQUESTED MOTION: I make a motion to use the interim financing amount of \$200,000 as the town's contribution toward this project and direct staff to draft a letter to be signed by the mayor and submitted to USDA as part of the town's application for financing.

REVIEWED BY TOWN MANAGER: This proposal has been reviewed and is recommended by the Town Manager.

Attachments: PD Station Budget Breakdown

	Proposed Budget	Notes
a. Construction, site development and fixed equipment	\$3,742,500	AIA A141 proposes a proposed project budget of \$4.5M construction budget - Section 1.1.6
c. Land and Rights:	\$262,500	
d. Architect Fees:	\$400,000	Fees should match AIA A141 agreement (fee is 11% of proposed construction budget)
e. Construction Monitoring (third party inspections SI/CMT)	\$100,000	
g. Environmental (Phase 1 & 2)	\$20,000	
h. Direct Expenditures, utility hook-ups	\$100,000	
i. Moveable equipment, FF&E:	\$500,000	
j. Legal Services/Bond Counsel:	\$25,000	Legal Services Agreement with Pope should match this amount
k. Interim Financing \$25,000	\$200,000	This line item is construction loan interest on proposed loan amount \$6M
m. Contingency:	\$500,000	13% of construction budget \$3,342,500
n. Other/Administrative/Misc Expenses	\$150,000	Combined fees and increased to match original request of \$6M
Total	\$6,000,000	

MANAGER'S REPORT & STAFF REPORTS



Town of Angier

www.angier.org

Robert M. Jusnes, Sr.
Mayor

Elizabeth Krige
Town Manager

Veronica Hardaway
Town Clerk

Re: Manager's Report

From: Elizabeth Krige, Town Manager

Date: May 7, 2024

I am pleased to update you on several significant project milestones that occurred in the past month.

Police Department Project

Staff have been working with Davenport to review financials and begin the process of applying to the Local Government Commission (LGC) for approval of a loan to finance the police station. Contract documents have been submitted to USDA for review and approval. The town received a proposal from Terracon to conduct a NEPA (National Environmental Policy Act) review. This is a requirement of USDA funding.

Lead/Copper Service Line Replacement Grant

Lead and Copper Rule Improvements was mandated by the EPA in November 2023 for all public water systems.

The town was awarded \$2 million dollars to inventory all lines and joiners that have lead or copper components. Once this inventory is complete, the town will begin replacing those lines. The scope of work will be submitted to Division of Water Infrastructure (DWI) for approval.

Junny Road Water Tank and Booster Pump Station

Bids were received on April 25, 2024, for construction of the water tank and construction of the booster pump station. The town received 3 bids for the water tank and will present the recommended contractor at the May 21st meeting for the Board's approval, contingent on DWI approval. Only 2 bids were received for the booster pump station, therefore the project must be readvertised for 7 days. The bid opening for additional booster pump stations bids is May 9th. At that time, if no other bids are received, the lowest bidder of the original 2 bids will be evaluated and a low bidder will be recommended to the Board for approval.

COMMUNITY DEVELOPMENT



Board of Commissioners Agenda Report

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

MEETING DATE: May 7, 2024
PREPARED BY: Crissy Porter
ISSUE Community Development Report
CONSIDERED:
DEPARTMENT: Administration

SUMMARY: Community/Economic Development Report March & April 2024

Economic Development:

- ❖ Responded to inquiries regarding land use planning to Morgan Barr w Marrett LLC.
- ❖ Responded to inquiries by Stephen Barrington regarding available light industrial zoned properties on Hwy 210 and Hwy 55.
- ❖ Began investigating water/sewer infrastructure needs for future industrial and commercial development vs. what we currently have in place at high-value locations.
- ❖ Met with an established realtor in the area to gain insight on how we got here and what we need to do to go to attract business and industry.
- ❖ Reached out to begin conversations with Birds Nest Listening Room and Dunn Tourism Authority regarding event guidance and 501C-3 tips.
- ❖ Have called and left messages regarding the former Taekwondo space. Will continue to investigate.
- ❖ Attracted 4 breweries to the Earth Day Celebration for introduction to the town. Will continue talks with these breweries.
- ❖ Followed up with a restaurant lead and the real estate firm managing the commercial space available at Angier Plaza – Headquarters Bar old space and outparcels available – restaurant is a small chain and feels the town is not large enough yet to support daily sales goals.
- ❖ Have spoken to Tom O'Brien with Ting – former Board of Commissioner member with Town of Holly Springs. Will continue to pursue professional development with Tom.
- ❖ Have reached out to Holly Springs and Fuquay Varina Economic Development Directors for a meeting – will continue to try to establish communication here.
- ❖ Working to develop a relationship and seek an AAA sponsorship with First Bank

Administration:

- ❖ Moved into a new office.
- ❖ Decorated over the weekend with items I had at home.
- ❖ With assistance from Janet Spear, facilitated a ribbon cutting for the Town Annex by using local vendors, Ed's Family Restaurant and Jabez Florist
- ❖ Managed Depot rental requests and requests for information via phone and email

- ❖ Ensured that all voicemails were operational for myself and the planning department in an effort to facilitate excellent customer service.
- ❖ Participated in the Civic Engage Website Training Zoom Session

Community Development:

- ❖ Requested and scrutinized quotes from bands and sound vendors and chose artists and production vendors that were reasonable and local. Rejected proposals that were expensive to keep costs low as Depot events build a following and to gauge interest.
- ❖ Created a Call for Vendors sign up and tracking system. Communicated directly multiple times with all vendors by phone and email.
- ❖ Began posting to Town of Angier social media channels (Facebook and Instagram) in addition to the town's promotional channels "Get to Know Angier". Began differentiating in content and voice in the two platforms.
- ❖ Created multiple graphic flyers and postings and informational and promotional documents.
- ❖ Attended Ribbon Cuttings for Harvey Johns, Little Goat, The Shop, Town Annex
- ❖ Attended and gave town of Angier update at Chamber of Commerce Board of Director meeting in April.
- ❖ Met with Shelby with the Chamber and Charles with Illumiday lighting quotes for enhanced Christmas lighting around Depot Square and town center Broad and Depot Streets
- ❖ Participated in Zoom Call w Connor Panzer w GoGov regarding the "Angier Ready" app that was recommended to you at the Budget workshop.
- ❖ Created and distributed more Angier Parking Maps
- ❖ Generated Staff reports and participated in Department Head meeting in March and April
- ❖ Made presentation to Board of Directors at April meeting to request closure permission.
- ❖ Pitched long-range economic development vision at Budget Workshop including investment in expanding a downtown economic development zone and investigating and planning for a future Angier Parkway to alleviate future traffic concerns.
- ❖ Coordinated street closures and bounce house placement with public works.
- ❖ Coordinated street closures and patrol needs for events with Police Department
- ❖ Supporting Parks and Recreation in meetings with the marketing department for Ting
- ❖ Met with Julie Willis and with prospective tenants regarding new space available on S. Broad Street.
- ❖ Working with Julie on Façade Grant application for Betty and Jane space
- ❖ Gave presentation to Angier Baptist Lunch and Listen Group facilitated by Kim East. Worked with Mrs. East on the road closure for their Easter celebration.
- ❖ Worked with Mr. Joslyn on additional road closure request for Bike Fest and notified him on county permitting required for the fest.
- ❖ Participated in Strategic Planning discussions.
- ❖ Coordinated NC Clean Sweep with Morgan Pope from Keep Harnett Beautiful
- ❖ Communicated w Celen Pasalar regarding downtown design proposal.
- ❖ Worked with Duke Energy technician to receive a quote for burying power lines behind Downtown District historic district on N Broad. Multiple discussions with town employees and property owners regarding this area.
- ❖ Local businesses visited: Harvey Johns, Ellington Studios, Ace Hardware, McDonalds, Mi Cancun, All Vape stores, Carlie C's, Food Lion, Nail shop by Food Lion, Betty and Jane, Muckalee Creek, Eds, Brick & Mortar, Corner Grill, Napper Tandys, Thanks a Latte'
- ❖ Participated in Eventny Zoom Call

- ❖ Produced and promoted Angier Earth Day Celebration & the first Common Ground Concert Series
- ❖ Gained proper permitting from town – Special Use Permit Made Vendor map & Space assignments to request and receive permit from Harnett Co Fire Marshall.
- ❖ Applied with Harnett County Health Department to give notice of the food vendor participants.
- ❖ Invoiced all vendors and received Liability release contracts.
- ❖ Edited, requested and received concessionaire agreements and liability insurance documents from all Food and Beer vendors.

Community Development Advisory Board Activities

- Met March 7 as a make-up for the February meeting that was postponed.
- In the March 7 meeting, we received an update regarding the status of the creation of the Association for the Advancement of Angier, a 501 C-3. Officers for the AAA corporation were nominated and elected.
 - President – Alex Babbitt
 - Vice President – Greg Eissens
 - Treasurer – Kevin Hall
 - Secretary – Jillian Knowles
- Working Committees of the CDAB were selected and monthly meeting dates were chosen. The following are the appointed board members of the committees. These committees are open to receiving additional community volunteers
 - Organization Committee – Alex Babbitt & Greg Eissens (2nd Tuesdays 4pm)
 - Economic Vitality Committee – Mark Amico, Kevin Hall, Niko Andrepoint (2nd Wednesday 9:00 am)
 - Promotions Committee – Jillian Knowles, Kevin Hall, Niko Andrepoint (1st Monday 9am)
 - Design Committee – Becky Butts, Daisy Haywood, and Jillian Knowles as support (3rd Thursday 11am)
- The CDAB received an application for a Façade Grant from Muckalee Creek and approved the application pending presentation of receipts. In subsequent conversations with Tara, the work is being completed and we will be able to award that grant very soon.
- A lot of progress was made at this meeting toward the organization of Angier Earth Day. We secured beer vendors from our network of contacts, as well as food trucks, and discussed the timing of the event, promotion, educational workshops ideas etc.
- There was a lot of discussion and consensus from the board regarding the need to actively improve the town's website and update its branding. This was recommended to the Board of Commissioners in the Budget Workshop by the Community Development Coordinator.

Attended the Main Street Conference in Goldsboro and gained an insight into the value of the program and began to network with other towns to gain insight into what has worked for them. I

drove back to Angier to attend the Angier Chamber of Commerce Awards Banquet and then went back to Goldsboro for the next day of workshops and stayed for the final day of the awards.

Met with Bruce Naegelen from NC Commerce for lunch at Eds upon returning and he suggested the Main Street 101 presentation for my Board.

- March 25 Community Development Advisory Board Meeting. I gave an update on the Main Street Program, the history of the Community Development Advisory Board and the Community Development Coordinator position. The CDAB voted to invite Bruce Naegelen and Naomi Riley to bring us the Main Street 101 presentation and to invite the Board of Commissioners, Chamber, and downtown stakeholders for a revisit and introduction to the program.
- The rest of this meeting was focused on organizing and facilitating the Common Ground Concert Series and Earth Day with focus on such details as:
 - Does vendor demand warrant street closure?
 - Volunteer tasks and call for volunteers.
 - Need for ID Station?
 - Flyer and poster creation for social media as well as physical placement all over town
 - Carolina Trash & Septic to sponsor Trash to Treasure art competition.
 - Discussion on how to entice The Soap Bar to become involved with a sustainability workshop.
 - Directional Signage
 - Involvement of Keep Harnett Beautiful
 - Daisy Haywood secured two food trucks for the day.

April 22 CDAB meeting:

Lacked a quorum – minutes were not voted on and no official business was conducted. In attendance were Alex Babbitt, Kevin Hall, Jillian Knowles, and Becky Butts, (Daisy Haywood was absent due to a death in the family) – all were in attendance and active in preparations for Earthday. Discussed feedback from the event and ways to improve future events as well as status on AAA organization and started discussions for future AAA fundraising activities.

Upcoming trainings:

Small Scale Development and Historic Tax Credit Training – Dept of Commerce – 7/17

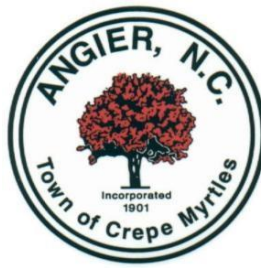
Basic Economic Development Course – UNC School of Government 7/29-8/1

PARKS & RECREATION

MONTHLY REPORT
ANGIER PARKS & RECREATION
April 30, 2024

- Spring sports games have begun and all of our teams will be playing games through early June. We have 70 teams for our spring sports season. We have Soccer ages 3-5, 6-8 & 9-11. T-ball ages 3-5, Coach Pitch Baseball 6-8, 8-10 Baseball, 11-12 Baseball & 13-15 Baseball. Softball ages 8-10, 11-12 & 13-15.
- Games at Jack Marley Park will be played Monday through Friday evenings through early June with rainout makeup dates and practices on Saturdays and Sundays. We have spaced the games out more this season to hopefully relieve some of the traffic and parking stress on Jack Marley Park especially on nights between 6:45pm and 7:30pm when games and fields are overlapping.
- First Federal Bank had their annual company picnic on Saturday April 27 at Jack Marley Park for the second consecutive year.
- On Saturday May 4 Jack Marley Park will host “Fishing With A First Responder” day from 9:00am-12:00pm
- Our first Parks and Recreation Advisory Board meeting was held on Thursday April 4 at 5:30pm at the Jack Marley Park Office. All (7) newly appointed board members were present along with myself and Assistant Parks and Rec. Director Austin Yarbrough. The Board appointed Connor Wade-Haupt was appointed Chairperson and Neal Thornton was appointed Vice Chair and Amy Dragotta volunteered to be the meeting minutes secretary. Members discussed needs and challenges that the Parks and Rec. Departments has had in the past, currently and future. Meeting was completed and with all members in agreement about trying to find additional/outside funding for new town park and community center. Next advisory board meeting is scheduled for Thursday June 13, 2024 at 5:30pm at Jack Marley Park Office.

FINANCE



Town of Angier

www.angier.org

Robert M. Jusnes, Sr.
Mayor

Elizabeth Krige
Town Manager

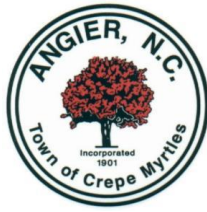
Veronica Hardaway
Town Clerk

Finance Department Monthly Report

April 2024

- I have hired a new employee who will begin on Friday, May 3rd to fill the vacant Finance Technician Position. She has multiple years of experience in accounting and is currently in school to work towards becoming a CPA. We are excited to welcome Claribel to the team.
- Jimmy, Elizabeth, and I have met with Davenport and Sands Anderson, PC to discuss next stages and a timeline for USDA Loan Financing for the new Police Station. We have a meeting scheduled on May 3rd with USDA and one on May 15th the LGC to continue moving forward.
- I have submitted the scope of work to Harnett County for the \$50,000 grant for the Veterans and First Responders Memorial Park. We are currently waiting to hear back on approval to begin the next steps.
- Utility Billing has posted notices for all payments being made with a credit card that there will be a surcharge, and ways to avoid paying the additional fee. This has helped us to field concerns before the fee is implemented.
- Fliers were mailed with utility bills for this billing cycle informing residents that they can now text to pay their bill. Staff has already confirmed the process works and that there should be no issues with implementation. This was a free upgrade with our current billing software. A flyer will also be posted to social media with the same information.

PUBLIC WORKS



Town of Angier Public Utilities

Public Works Staff Report

4/30/24

Public works has filled its open position as of April 30, 2024 Jackson Holder of Angier has joined our staff and we look forward to seeing what he brings to our department. Ryan Burgess has transitioned into his new role with Public Works as our Utilities Inspector.

Streets Department

- Staff removed 38.5 tons of yard waste for the month of March
- Staff removed 6 tons of household debris in the month of March
- We continue to replace old street signs along our right of ways
- Continue to install speed limit signs requested by the Police Department
- Put out 4 tons of asphalt to repair utility cuts on Dora St., N Hickory St., and Alan St.
- Grass season is upon us! Staff will continue grounds maintenance on all Town owned property this consists of mowing, edging, spraying, pruning and removing any debris (limbs, trash, etc.)
- Staff replanted the 44 planters that are around our downtown sidewalks. We will have continued maintenance on these throughout the summer
- Contractors trimmed bushes and installed mulch at the Depot in preparation for Earth Day event
- Resurfacing of Broad St. and stripping of the parking stalls and crosswalks was completed by a hired contractor.

Plan Review and New construction Utility Inspections

- New construction utility inspections that consist of water, sewer, and roads at Sherri Downs Subdivision, Vaughn Farms Subdivision, Station Point Subdivision, Easley Pond Subdivision, Highland Ridge Subdivision, Spring Village Subdivision, and Honeycutt Oaks Subdivision
- Completed 43 final site C/O's for new construction
- Plat Review completed for Easley Pond Ph. 1
- As-Built review for Sherri Downs ph. 1 was completed
- Station Point Ph. 2 construction drawing review completed

Water/Sewer

- As of 4/30/24 staff have responded to 899 locate ticket requests to mark water and sewer utilities
- Staff have completed 256 service orders consisting of customer transfers, occupancy changes, turn on, turn offs, meter replacements, meter checks, etc.
- Public works only had 35 turn offs due to non-payment (**Thanks to the Ladies in Town hall for reaching out to the customers before cutoff day**)
- Staff completed 38 new meter sets for new construction

594 Campbell St. Angier NC, 27501-0278 (919)-331-6712



Town of Angier Public Utilities

- Staff repaired a water leak at 248 Alan St.
- Staff repaired damages to utilities at 100 E Lillington St., 115 E Church St., and 92 S. Poplar St. due to Ting Fiber Installation
- Monthly inspections of 12 sewer pump stations consisting of pump maintenance, generator inspections, wet well maintenance, and controls maintenance
- Continuing to work on removing customers from 2" water line and placing them on the 10" water line along N Willow St.
- W Lillington St. water line replacement has begun this will be an ongoing project completed by Town staff
- Approximately 4127 water meters were read
- Field work data collection for our existing sewer utilities continues as we update our GIS maps

Completed/Ongoing Projects

- Junny Rd. water tank and booster pump station (Bids received for the tank and we have re advertised for the Booster Station Bids)
- Core System replacement (under design)
- Drainage project along S. Broad St (utility relocations are under review)
- NC 55 bypass utility relocations have started and will continue for the next several months
- Ting fiber installation continuing throughout Town which involves critical communication efforts through public works to prevent utility damages
- Junny Rd./N Willow St./W Lillington St. sidewalk projects (design complete)
- Engineering Firm Kimley Horn has been chosen to design the sidewalk project along E McIver St. and Wilma St.
- Work will begin on S. Broad St. for rehab work of our existing sewer line in that area. This work is being done in conjunction with our Priority 4 and 5 sewer rehab projects.

PLANNING & INSPECTIONS



Town of Angier

www.angier.org

Robert M. Jusnes, Sr.
Mayor

Elizabeth Krige
Town Manager

Veronica Hardaway
Town Clerk

CODE ENFORCEMENT DIVISION ACTIVITY REPORT FOR MONTH APRIL 2024

NEW INVESTIGATIONS: 31

Nuisance: 16

Zoning: 14

Minimum Housing: 0

Vehicle: 1

OPEN/ ACTIVE CASES: 36

Nuisance: 16

Zoning: 11

Minimum Housing: 7

Vehicle: 2

CASES CLOSED: 27

Nuisance: 12

Zoning: 13

Minimum Housing: 0

Vehicle: 2

CIVIL CITATIONS ISSUED: 4

166 N. Raleigh - (Sign) - \$50
191 W. Church St. - (Nuisance) \$100
949 N. Raleigh St. (Nuisance) \$100
Spring Village - (Land Use) \$50

FINES / FEES COLLECTED: 3

Angier Associates (Dumpster) - \$100
225 N. Willow (Land Use) - \$50
225 N. Willow (Nuisance) - \$50



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COMPLETED ABATEMENTS: Zoning

1363 N. Raleigh St – Dumpster Removed (No Screen)

1501 N RALEIGH ST – Dumpster Removed (No Screen)

Butcher Shop – Sign (Removed)

Bellonice Beauty Salon – Sign (Removed)

COMPLETED ABATEMENTS: Nuisance

141 S. Broad Street – Grass Cut

20 S. Cross Street – Repaired Fence

150 E. Lillington - Street – Cut Grass

TOA Abatement: 949 N. Raleigh Street – Nuisance (Demolish Storage Structure, Clean And Cut Property) Property has been fined and billed \$950.00



POLICE DEPARTMENT



**P.O. Box 278, 55 North Broad Street West
Angier, North Carolina 27501
Office (919) 639-2699**

**Chief of Police
Garland L. Thompson, Jr.**
gthompson@angier.org

**Date 05/01/2024
To Town Manager: Elizabeth Krige
From Garland L. Thompson, Jr**

Subject Matter: April, 2024 Police Activities & Statistical Data

ABC Monthly Report is included in Board Packets

****Police activities for the month of April, consisted of 6,073 calls for Service/Officer initiated activities (call logs). Officers investigated 41 offenses. During these investigations; 26 individuals were arrested on a total of 47 charges, 2 arrests were made due to outstanding warrants (warrant service), 5,161 Subdivision / Security checks were logged for the month of April, 24 traffic accident reports were created this month, 93 cited for parking ordinance violations / Intersection citations, 213 traffic citations were issued totaling 286 charges and 48 verbal or written warnings.**

- **We had Ice Cream with a First Responder**
- **Earth Day Event went great and help with Operation Clean Sweep.**
- **We held a class on Autism Awareness at the Black River Fire Department**
- **We enjoyed coffee with a first Responder at Oak Hill Living Center**
- **We participated in a plane pull to raise money for the Special Olympics**

**Thank you,
Chief of Police
Garland L. Thompson, Jr.**
gthompson@angier.org

State of North Carolina
Alcoholic Beverage Control Commission
ABC Law Enforcement Monthly Report
GS 18B-501(f1)



Board:

Angier Town

Reporting Month / Year:

Apr-24

Regulatory Activity and Training

Violations Reports Submitted to ABC Commission	0
Total Number of Offenses Contained in Reports	0
Sell to Underage Campaign Checks	0
Permittee Inspections	0
Compliance Checks	0
Seller / Server Training	0
Alcohol Education	0

ABC Law Violations

**At Permitted
Establishment**

**Away From Permitted
Establishment**

Sell / Give to Underage		0
Attempt to Purchase / Purchase by Underage		0
Underage Possession		0
Unauthorized Possession		0
Sell / Give to Intoxicated		0
All Other Alcohol Related Charges		0
Total:		0

Controlled Substance Violations

**At Permitted
Establishment**

**Away From Permitted
Establishment**

Felony Drug Related Charges		4
Misdemeanor Drug Related Charges		8
Total:		12

Other Offenses

**At Permitted
Establishment**

**Away From Permitted
Establishment**

Driving While Impaired		5
All Other Criminal Charges		47
Total:		52

TOTAL CRIMINAL CHARGES:

64

Agencies Assisted	
Assistance Provided to Other Agencies	0

Remarks

Reporting Officer / Title:

G.Thompson / Chief

Report Date:

5/1/2024

Call Log Call Type Summary

Angier Police Department

03/26/2024 - 05/01/2024

<No Call Type Specified>	20	911 Hang Up - 911 Hang Up	17
Alarm Activation - Alarm Activation	25	Animal Complaint - Animal Complaint	4
Assault - Assault	3	Assist EMS - Assist EMS	6
Assist Fire - Assist Fire Department	1	Assist Motorist - Assist Motorist	9
Assist Other Agency - Assist Other Agency - Law Enforcement	16	Breaking and Entering - Breaking and Entering	7
Business Walk Thru - Business Walk Thru	262	Careless and Reckless Vehicle - Careless and Reckless Vehilce	3
Citizen Complaint - Citizen Complaint	8	Community Policing - Community Policing	1
Crash - Traffic Accident	24	Custody Dispute - Child Custody Dispute	3
Direct Traffic - Direct Traffic	31	Disturbance - Disturbance	15
DOA - Dead On Arrival	2	Domestic Dispute - Domestic Dispute	12
Drug Activity - Drug Activity	2	DWI - Driving While Impaired	1
Escort - Escort	6	Fire - Fire	1
Follow Up - Follow Up	12	Foot Patrol - Foot Patrol	17
Found Property - Found Property	2	Fraud - Fraud	3
Intern/Ride Along - Internships and or Ride Alongs	1	Juvenile Complaint - Juvenile Complaint	1
Larceny - Larceny	13	Mental Subject - Mental Subject	3
Missing Person - Missing Person	1	Noise Complaint - Noise Complaint	5
Open Door - Open Door	1	Order Violation - Order Violation	1
Other Call - Other Call Not Listed	4	Parking Violation - Parking Violation	2
Property Damage - Property Damage	2	Security Check - Security Check	2,593
Shoplifting Complaint - Shoplifting Complaint	2	Stand-By - Stand-By	3
Stolen Property - Possession of Stolen Property	1	Subdivision Check - Subdivision Check	2,568
Suspicious Activity - Suspicious Activity	19	Suspicious Person - Suspicious Person	7
Suspicious Vehicle - Suspicious Vehicle	13	Traffic Checkpoint - Traffic Checkpoint	4
Traffic Complaint - Traffic Complaint	9	Traffic Stop - Traffic Stop	261
Trespassing - Trespassing	3	TWO - Talk With Officer	25
Warrant Service - Warrant Service	7	Welfare Check - Welfare Check	11

Total Number Of Calls: 6,073