

Town of Angier Board of Commissioners'
Agenda
September 6, 2016, 7 PM
Angier Municipal Building

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Approval of the September 6, 2016, meeting agenda
5. Public Forum: Each speaker is asked to limit comments to 3 minutes, and the requested total comment period will be 20 minutes or less. Citizens should sign up with the Town Clerk to speak prior to the start of the meeting. Please provide the clerk with copies of any handouts you have for the Board. Although the Board is interested in hearing your concerns, speakers should not expect Board action or deliberation on subject matter brought up during the Public Forum segment. Topics requiring further investigation will be referred to the appropriate town officials or staff and may be scheduled for a future agenda. Thank you for your consideration of the Town Board, staff and other speakers.

6. Consent Agenda

All items on Consent Agenda are considered routine, to be enacted on one motion without discussion. If a Governing Body member or citizen requests discussion of an item, the item will be removed from the Consent Agenda and considered under New Business.

- A. Minutes – August 2, 2016, Board of Commissioners' meeting.
- B. Budget Amendments #BOA2017.02, #BOA2017.03, and #BOA2016.39.
- C. Potential Resolution for Transportation Consultant fees by Mott MacDonald.
- D. Modification/Reduction of the Holland Consulting Planners' proposed expenses.
- E. Potential Contract between The Town of Angier and Raftelis Financial Consultants, Inc.
- F. Potential Resolution to honor Angier Police Detective Joel Ray Shattuck for performing a life-saving medical procedure

7. New Business

- A. Scott May will present the annual ABC Board Audit Report to the Board.
- B. An Angier Chamber of Commerce official will request Road Closure for the forthcoming annual Crepe Myrtle Celebration.
- C. Landin Holland from Holland Consulting Planners, Inc. will discuss the potential Comprehensive Land Use Development Plan and potential Advisory Board members for the project. The Board may opt to approve the potential Roster of Citizen Participants.
- D. Discussing the potential addition of the national motto, "In God We Trust," on Municipal Buildings and Police Vehicles.
- E. Police Chief Bobby Hallman will honor Detective Joel Shattuck whose life-saving technique spared an Angier citizen's life.

8. Manager's Report/Engineer's Report

9. Mayor and Town Board Reports

10. Staff Reports and Informational Items

11. Adjournment



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: September 6, 2016

Item: 6A
Consent Agenda

SUBJECT: Minutes – August 2, 2016, Board of Commissioners' meeting

Attached for your review are the minutes taken during the August 2, 2016, Town Board meeting.

Manager's Comments:

**Town of Angier
Board of Commissioners'
Minutes
Tuesday, August 2, 2016, 7 p.m.
Angier Municipal Building**

The Town of Angier convened during a regularly scheduled Board of Commissioners' meeting Tuesday, August 2, 2016, in the Board Room inside the Municipal Building at 28 North Raleigh Street.

Members Present: Mayor Lewis W. Weatherspoon
Mayor/Pro Tem Commissioner Bob Smith
Commissioner Jerry Hockaday
Commissioner Craig Honeycutt
Commissioner Alvis McKoy

Staff Present: Town Manager Coley B. Price
Public Works Director Jimmy Cook
Town Engineer Bill Dreitzler
Finance Director Vanessa Young
Police Chief Bobby Hallman
Parks and Recreation Director Derek McLean
Planning and Permitting Technician Sean Johnson
Librarian Amanda Davis
Public Works Technician Brandon Johnson
Town Clerk Kim Lambert

Others Present: Planning Board Chairman Everette Blake, III
Planning Board Vice-Chairman Thomas Taylor
Tom Woerner represented *The Daily Record*

2. Mayor Weatherspoon presided, calling the Board of Commissioners' meeting to order at 7 p.m.
3. Commissioner Alvis McKoy led the pledge of allegiance and offered the invocation.
4. **Approval of the August 2, 2016, meeting agenda:** There were no modifications to the August 2, 2016, agenda.

Board Action: Citing no modifications, the Town Board unanimously voted to approve the August 2, 2016, agenda as presented. (Attachment #1).

Motion By: Commissioner Hockaday
Seconded By: Commissioner Smith
Vote: Unanimous, 4~0

5. **Consent Agenda:** The Board unanimously voted to approve the Consent Agenda as presented.

- ▶ Minutes – July 5, 2016, Town Board Meeting Minutes and the June 21, 2016, Special-Called Meeting Minutes. (Attachments #2 and 3).
- ▶ Budget Amendment #BOA2017.01. (Attachment #4).
- ▶ Potential Proclamation to recognize the Angier Parks and Recreational 12U Girls' Softball Team. (Attachment #5).
- ▶ Potential Proclamation to recognize Vanessa Young who has received a fifth consecutive Financial Reporting Achievement Award from the Government Finance Officers Association. (Attachment #6).

Board Action: The Board unanimously voted to approve all items considered under the Consent Agenda.

Motion By: Commissioner Smith
Seconded By: Commissioner Honeycutt
Vote: Unanimous, 4~0

6. **Public Forum:** Mayor Weatherspoon provided an opportunity for audience members who wished to address the Board of Commissioners on topics in some way related to the Town of Angier and issues *not* listed on the Agenda.

Seeing no one come forward, Mayor Weatherspoon closed the public forum.

7. **New Business:**

- A. After the Proclamation was approved in the aforementioned Consent Item #5C, the Mayor presented the framed Proclamation to the All~Stars 12~U Girls' Softball Team. The Town Board flanked the girls' team for a group photograph.
- B. After the Proclamation was approved in the aforementioned Consent Item #5D, the Mayor presented the framed Proclamation to Finance Director Vanessa Young for receiving The Award of Financial Reporting Achievement from the Government Finance Officers Association for the fifth consecutive year.

8. **Manager's Report**

Town Manager Price informed Town Board officials of numerous events that had taken place including:

- ▶ There was to be no Planning Board meeting in August.
- ▶ There was to be no Board of Adjustment meeting in August.
- ▶ He updated events that had taken place or had been scheduled:
 - He and the mayor attended a countywide Prayer Vigil for law enforcement July 28, 2016.
 - Town officials had interviewed Land~Use Consultants to develop/update the Town's Land~Use Plan.

- He and the mayor represented the Town of Angier during Leadership Harnett's Local Government Day.
- He provided an update on a potential Vacant Meter Policy, a potential Angier Depot Rental Policy, potential changes to the Town's Backflow Assembly Ordinance, and the most recent Town Engineer's Report.

9. **Closed Session:** The Board voted unanimously to enter into a Closed Session at 7:40 PM. The Session was held pursuant to the North Carolina General Statutes § 143~318.11 (a) (1, 3).

Motion By: Commissioner Honeycutt
Seconded By: Commissioner Hockaday
Vote: Unanimous, 4~0

During the Closed Session, there was no action taken.
 The Board then voted unanimously to exit the Closed Session to reopen their regular meeting.

Motion By: Commissioner Honeycutt
Seconded By: Commissioner Smith
Vote: Unanimous, 4~0

The Board voted unanimously to exit the Closed Session at 7:52 PM.

10. **Regular Meeting:** The Board discussed and voted to rescind their action during their December, 2015, Board of Commissioners' meeting, slightly amending the renaming of Depot Square to Depot Square R.H. Ellington Grounds.

Motion By: Commissioner Smith
Seconded By: Commissioner Honeycutt
Vote: Unanimous, 4~0

11. **Adjournment:** The Board voted unanimously to adjourn the August 2, 2016, meeting at 7:53 PM.

Motion By: Commissioner Smith
Seconded By: Commissioner McKoy
Vote: Unanimous, 4~0

 Lewis W. Weatherspoon, Mayor

Attest: _____
 Kim Lambert, Town Clerk



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: September 6, 2016

Item: 6B
Consent Agenda

**SUBJECT: Discussion of Potential Budget Amendment: #BOA2017.02,
#BOA2017.03 and #BOA2016.39.**

For your consideration are potential Budget Amendments #BOA2017.02, #BOA2017.03, and #BOA2016.39.

Budget Amendment #BOA2017.02 is to appropriate funding for Consulting/Professional fees.

Budget Amendment #BOA2017.03 is for expenses related to implementation of the new sign at the Angier Depot.

Budget Amendment #BOA2016.39 is to appropriate funding for construction costs and rights-of-way.

Manager's Comments:



Town of Angier

Budget Amendment #BOA2017.02

Date: September 6, 2016

Account Number	Line Description	Increase	Decrease	Increase	Decrease
10-9004-0004	Professional Fees			70,000	
10-3001-0035	Fund Balance Appropriated	70,000			

Explanation: Contract estimates for consultants for the Town.

Approved

Coley B. Price – Town Manager

Reviewed

Vanessa W. Young – Interim Finance Officer

Approved

Lewis W. Weatherspoon - Mayor

Attested

Kimberly Lambert – Town Clerk



Town of Angier

Budget Amendment #BOA2017.03

Date: September 6, 2016

Account Number	Line Description	Increase	Decrease	Increase	Decrease
10-9010-0059	Beautification Projects			6,500	
10-3001-0035	Fund Balance Appropriated	6,500			

Explanation: Sign at depot.

Approved

Coley B. Price – Town Manager

Reviewed

Vanessa W. Young – Interim Finance Officer

Approved

Lewis W. Weatherspoon - Mayor

Attested

Kimberly Lambert – Town Clerk



Town of Angier

Budget Amendment #BOA2016.39

Date: June 30, 2016

Account Number	Line Description	Increase	Decrease	Increase	Decrease
24-9002-0003	Right of Way			5,172	
24-9002-0005	Construction			21,281	
24-3011-0006	Transfer from General Fund	26,453			
10-9013-0006	Transfer to Hwy 210/Hwy 55 Sidewalk Project			26,453	
10-3001-0035	Fund Balance Appropriated	26,453			

Explanation: To appropriate funds to cover construction costs and right of ways

Approved

Coley B. Price – Town Manager

Reviewed

Vanessa W. Young – Interim Finance Officer

Approved

Lewis W. Weatherspoon - Mayor

Attested

Kimberly Lambert – Town Clerk



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: September 6, 2016

**Item: 6C
Consent Agenda**

**SUBJECT: Discussion of Potential Resolution and Potential Contract between
The Town of Angier and Mott MacDonald for Transportation
Consultation Fees.**

For your consideration are a potential Resolution and a potential Contract between The Town of Angier and Mott MacDonald for Transportation Consultation Fees.

Manager's Comments:



**Town of Angier Planning and Engineering On-Call Services
Agreement For Professional Engineering Services – T&M**

THIS AGREEMENT is made and entered into this day of _____, 2016 by and between **MOTT MACDONALD I&E, LLC**, having its principal place of business at 7621 Purfoy Road, Suite 115 Fuquay-Varina NC 27526 hereinafter called "Consultant"; and **Town of Angier**, having its offices at 55 North Broad Street West, Angier, NC 27501 hereinafter called the "Client".

WHEREAS, the Client wishes to retain Consultant for the purpose of proceeding with certain professional services;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and undertakings of the parties hereto, it is agreed as follows:

**ARTICLE 1
SCOPE OF WORK**

Consultant shall provide the services for the Project ("Scope of Work") as set forth in Consultant's Proposal to the Client dated August 30, 2016 a copy of which is attached hereto as Exhibit A. All services to be performed by Consultant under this Agreement shall be performed in accordance with the terms and conditions set forth in this document. Services not expressly provided for in the Scope of Work as set forth in the Proposal are excluded from the scope of services and Consultant assumes no duty to perform such services.

**ARTICLE 2
COMMENCEMENT OF AND CHANGES
IN THE WORK**

a. Consultant will initiate the tasks as set forth in the Proposal upon receipt of a fully executed Agreement from the Client. Consultant and the Client may at any time, by mutual written agreement, make changes within the general scope of this Agreement by additions, alterations, deviations, or omissions from this Agreement.

b. If such changes cause an increase or decrease in Consultant's cost of or time required for the performance of this Agreement, or if Consultant, in the performance of the services, encounters conditions differing materially from those anticipated under this Agreement or beyond what could reasonably have been anticipated by an experienced professional in work of the nature involved, Consultant shall be entitled to an equitable adjustment in the compensation and performance time of this Agreement.

c. If, in the performance of its services, Consultant encounters hazardous materials, or pollutants that pose unanticipated risks, the Scope of Work and Consultant's compensation and time of performance will be reconsidered and this Agreement shall immediately become subject to renegotiation or termination, at Consultant's option. In the event that this Agreement is so terminated, Consultant shall be paid for its fees and charges incurred to the date of such termination, including, if applicable, any additional fees or charges incurred in demobilizing.

ARTICLE 3

PROJECT SCHEDULE

- a. Consultant shall proceed with the work diligently and shall faithfully progress the work toward completion.
- b. It is recognized that other contractors may be retained separately by the Client for the Project (including but not limited to geological, drilling and laboratory contractors) who may provide inputs to the Project to be utilized by Consultant and Consultant shall have the right to rely upon the timely receipt, correctness and completeness of said inputs. Consultant shall not be responsible for the acts, errors or omissions of any remediation action contractors or other contractors working for the Client on the Project.
- c. Consultant shall not have the authority to control the work of contractors retained by the Client and Consultant shall not have any responsibility for the means, methods, sequences, procedures or techniques of Project site safety or for the use of safe construction practices by such contractors, such responsibilities resting solely with Client's other contractors or parties other than Consultant..
- d. Consultant shall not be held responsible for damages or delays in performance (and the direct or indirect costs or consequences arising from such delays) caused or arising in whole or in part from force majeure or other events beyond Consultant's reasonable control and to the extent Consultant is impacted by the same, then Consultant shall be entitled to an equitable adjustment of this Agreement. For purposes of this Agreement force majeure shall include, but not be limited to, adverse weather conditions, changes in law, floods, epidemics, war, riot, strikes, lockouts and other industrial disturbances, accidents, sabotage, fire, terroristic acts, loss of permits, breakdown of machinery, failure to obtain permits, court orders, acts of God, acts, orders, laws or regulations of any government agency and unavoidable delays in the receipt of laboratory testing results.

ARTICLE 4

PAYMENT

Payment for the services rendered by Consultant shall be in accordance with the following:

- a. Consultant shall be compensated for its services on a time and materials basis with total payments not to exceed \$29,964.75.
- b. Invoices shall be submitted monthly by Consultant to the Client and shall indicate the charges due from the Hourly Rate Schedule (including, without limitation, Reimbursable Expenses), attached hereto as Exhibit B.
- c. Payment shall be made by the Client within thirty (30) days of its receipt of the invoice. The Client shall promptly review Consultant's invoices and if the Client disputes any amounts invoiced the Client shall give prompt written notice thereof, including the item or items disputed and the basis for the dispute. The Client shall in any event pay all amounts invoiced that the Client does not dispute as provided herein. Invoiced amounts not paid within thirty (30) days of their issuance shall bear interest at the maximum amount permissible by law.

d. The compensation for Consultant's services has been agreed to in anticipation of the orderly and continuous progress of the Project through completion. If there are material modifications or changes in the extent of the Project or in the time required for Consultant's services, its compensation and time of performance shall be equitably adjusted.

ARTICLE 5

RESPONSIBILITIES OF THE CLIENT

The Client, at its own expense, will:

- a. Provide all criteria and full information as to the Client's requirements for the Project and will make available to Consultant all information, documents and assistance necessary or reasonably requested by Consultant in order to enable it to perform the Services in a timely manner, all of which Consultant shall be entitled to rely upon without independent verification
- b. Make decisions, provide approvals and obtain all necessary authorizations, licenses and permits required in order to permit the timely performance of the Services, notify Consultant if it becomes aware of any matter that may change the scope, timing, order or complexity of the Services, and act reasonably, professionally and in good faith in all respects in connection with the Agreement.
- c. Upon request by Consultant, furnish Consultant with copies of all existing data, reports, surveys, plans and other materials and information, within the possession of the Client, required for the Project, all of which Consultant may use and rely upon in performing its services under this Agreement.
- d. Arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform its services.
- e. Be responsible for locating existing underground or covered site utilities, pipelines, tanks and other structures prior to the installation of borings, wells or excavations and be responsible for all claims, liabilities and damages resulting from the failure to accurately to locate same. Client shall review all boring, well and excavation locations prior to installation and shall direct that they be relocated if any conflict exists with any underground utilities, tanks or other structures.
- f. Provide a description of activities which were conducted at the site at any time by the Client or by any person or entity which would relate to the services and identify by name, quantity, location and date any releases of hazardous substances or pollutants.
- g. Give prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services or any alleged defect in Consultant's services.
- h. Designate an individual or individuals to act as the Client's representative(s) with respect to the services to be rendered under this Agreement. Said individual(s) shall each have complete authority to transmit instructions, receive information and interpret and define the Client's requirements, decisions, policies, drawings, plans, surveys, data and reports.

- i. To the extent required by law, promptly report all regulated conditions, including, without limitation, the discovery of releases of hazardous substances at the site to the appropriate authorities in accordance with applicable law.
- j. Assume responsibility for unavoidable damage or alteration to the site caused by Consultant's services.
- k. Assume responsibility for personal injuries and property damage caused by Consultant's interference with subterranean structures such as pipes, tanks and utility lines that are not disclosed to or are not accurately disclosed to Consultant by the Client in advance.

ARTICLE 6 **INSURANCE**

Consultant shall carry the following specific types and amounts of insurance during the performance of its services and shall provide certificates of insurance evidencing its coverage, prior to starting work on the Project site. The certificates of insurance shall provide for advance notice to the Client of any subsequent modification or cancellation of the coverages.

- a. Worker's Compensation Insurance with statutory coverage and \$1,000,000 employer's liability coverage.
- b. Comprehensive General Liability Insurance with annual aggregate limits of \$1,000,000.
- c. Automobile Liability Insurance with annual aggregate limits of \$1,000,000.
- d. Professional Liability Insurance with limits of \$1,000,000 per claim and in the aggregate on a claims-made basis.

ARTICLE 7 **GENERAL CONSIDERATIONS**

- a. Where provided, statements concerning probable costs and cost estimates prepared by Consultant shall represent their judgment as professionals familiar with such matters. It is recognized, however, that Consultant has no control over the cost of labor, materials, or equipment, over the contractor's methods of determining prices, over regulatory agencies' requirements, or over competitive bidding or market conditions. Accordingly, Consultant cannot and does not guarantee that costs will not vary from any statement of probable construction cost or other cost estimate prepared by it nor warrant or guarantee any specific outcomes or results.
- b. All documents prepared and delivered by Consultant pursuant to this Agreement are instruments of service in respect of the Work ordered. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Work or on any other project. Client shall not reuse said documents without the express written consent of Consultant. Any such reuse shall be at the sole risk of the Client, and the Client shall indemnify, defend and hold Consultant harmless from any losses, claims, expenses or damages resulting from such reuse.

- c. Project Records - As used in this Agreement, the term, "Records", shall include plans, reports, documents, field notes, work product, or other items generated or obtained for the Project by Consultant. Only original signed and sealed documents and drawings shall constitute Records. Unsigned or unsealed copies, prints, CADD files, computer programs, magnetic deliverables and/or any other media shall not be considered Records. If there is a discrepancy between the signed and sealed Records and any other documents or drawings, the Records shall prevail.
- d. Records which are instruments of service deliverable under this Agreement shall become the property of the Client upon payment for all the Work. Originals of Records shall remain in the possession of Consultant. The Client shall be entitled to additional copies of all Records within a reasonable period of time after forwarding a written request to Consultant, provided that the Client has paid the Consultant for all the Work. Consultant shall be compensated for the reasonable costs of research and reproduction of the additional copies of the requested Records.
- e. Consultant will (a) perform the Services with due care and skill in accordance with the standard of care normally exercised by professionals providing similar services under similar circumstances, and (b) re-perform any Services that fail to comply with this standard of care if Client gives Consultant notice of such failure within 12 months of performance of such Services. **CONSULTANT'S SERVICES SHALL NOT BE SUBJECT TO ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER NOR SHALL IT BE SUBJECT TO ANY FITNESS FOR PURPOSE WARRANTIES, PERFORMANCE STANDARDS OR GUARANTEES OF ANY KIND**
- f. Because geologic and soil formations are inherently random, variable, and indeterminate in nature, the services are not guaranteed to discover actual site conditions or levels of contamination, all of which are also subject to change with time as a result of natural or man-made processes.
- g. Consultant's services shall not include an independent analysis of work conducted by or information provided by independent laboratories or other independent contractors retained by Consultant in the performance of the services.
- h. Unless specifically listed in the Proposal, Consultant's services exclude testing for the presence of asbestos, polychlorinated biphenyls (PCB'S), radon gas, or any airborne pollutants.
- i. In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples or materials to the Client, who will be responsible for having such samples and materials properly disposed of in accordance with applicable laws, at its own cost. The Client recognizes and agrees that Consultant will at no time assume the ownership or control of said waste.

j. The Client acknowledges that, prior to commencing the work, Consultant has had no role in generating, treating, storing, transporting or disposing of waste materials which may be present at the project site and Consultant has not benefited from the processes that produced any such waste materials. It is understood and agreed that Consultant is not and has no responsibility as a generator or operator or as a storage, treatment, transport or disposal facility (as those terms are defined by the Resource Conservation and Recovery Act, as amended, or any state statute or regulation) for substances or wastes found or identified at the work sites. Consultant's services shall not include directly or indirectly arranging for the treatment, storage, transport or disposal of waste materials or pollutants, on or off site. Consultant shall not directly or indirectly assume title to, ownership of, or responsibility for such substances or wastes. and the Client shall indemnify, defend and hold harmless Consultant for and against all claims and liabilities arising or resulting from or in connection with substances or wastes found or identified at work sites (including, without limitation claims and liabilities arising from statutes such as RCRA, CERCLA, SARA, or any other federal or state statutes).

ARTICLE 8 **TERMINATION OF AGREEMENT**

This Agreement may be terminated by either party by thirty (30) days' advance written notice to the other party without cause; by mutual written agreement with the other party; or by either party on five (5) days' written notice to the other in the event of substantial failure to perform in accordance with the terms hereof through no fault of the terminating party. If this Agreement is terminated, Consultant shall be paid for the services properly performed by it and reimbursable expenses incurred, to the effective date of termination.

ARTICLE 9 **DELEGATION OF DUTIES**

a. Neither the CLIENT nor Consultant shall assign this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

b. Neither party will, during the term of the Agreement or for a period of 12 months thereafter, either directly or indirectly on its own behalf or jointly with or on behalf of any other person, solicit, engage or employ any employee, independent contractor or other representative of the other party (or any of its affiliates) that has been involved in the provision of Services or with whom the party has otherwise had contact in connection with the Agreement.

ARTICLE 10 **INDEMNIFICATION AND WAIVER**

a. Consultant agrees to indemnify, defend and hold harmless the Client and its officers, agents and employees from and against any and all losses, claims, expenses or damages, and from all suits and costs of every description, including but not limited to legal fees and related expenses, to the extent arising or resulting from the negligent acts, errors or omissions of Consultant, its agents, officers, directors and employees in the performance of their services under this Agreement.

b. Client agrees to indemnify, defend and hold harmless Consultant and its agents and employees from and against any and all losses, claims, expenses or damages, and from all suits and costs of every description, including but not limited to legal fees and related expenses, to the extent arising or resulting from the negligent acts, errors or omissions of the Client, its agents, officers, directors and employees in the performance of their services under this Agreement.

c. In addition to b. above, Client shall indemnify, defend and hold harmless Consultant from and against all losses, claims, expenses and damages in whole or in part arising or resulting from or in connection with substances or wastes found or identified at work sites (including, without limitation claims and liabilities arising from statutes such as RCRA, CERCLA, SARA, or any other federal or state statutes) and including but not limited to losses, claims, expenses and damages which arise in whole or in part out of or are related to, or are based upon, the actual, alleged or threatened dispersal, discharge, escape, release or saturation of smoke, vapor, soot, fumes, acids, alkalis, toxic chemicals, wastes, solids, liquids, gases, thermal irritants or contaminants, hazardous, toxic residual or special wastes, materials or substances nuclear material, asbestos material, or any other material, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon in or into the surface or subsurface (a) soils, (b) water or watercourses, (c) objects, or (d) any tangible or intangible matter, whether sudden or not

d. Consultant shall not be liable and Client does hereby waive any and all claims against Consultant for incidental special, indirect or consequential damages of any nature whatsoever, including but not limited to loss of use, lost profits, economic loss, delay, liquated damages or business interruption type damages arising out of or in any way related to the services or work, from any cause or causes, including but not limited to joint and several liability or strict liability and whether arising in contract, warranty, tort, negligence (including strict liability) or otherwise and no matter how claimed, computed or characterized. Both the Client and Consultant agree to waive the right to trial by jury in any legal proceedings relating to this Agreement.

e. Notwithstanding and superseding anything else in this Agreement to the contrary herein, the maximum aggregate liability of Consultant for any losses, claims, expenses or damages of any incurred by Client or by any person other than Client arising in whole or in part out of the performance or non-performance of the Services or otherwise in connection with the Agreement (such loss, damage or cost being collectively "Losses") is limited to the professional fees actually paid to Consultant pursuant to the Agreement. ("Consultant's Limited Amount"). Any Losses in excess of Consultant's Limited Amount shall be considered reimbursable costs of Consultant payable by the Client.

f. The Client acknowledges that Consultant's agreement to the amount of compensation provided for under this Agreement has been negotiated and agreed by reason of Consultant's reliance on the foregoing limitation, indemnification and waiver undertakings of the Client.

g. Any provision or part of this Agreement held to be void or unenforceable under any applicable law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Consultant who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 11
DISPUTE RESOLUTION

Client and Consultant agree that any disputes arising out of this Agreement which cannot be resolved through good faith negotiations shall be submitted to binding alternative dispute resolution proceedings to be conducted before ENDISPUTE or a comparable private dispute resolution service. All fees incurred in the maintenance of such ADR proceedings (exclusive of attorney fees) shall be equally born by Client and Consultant.

ARTICLE 12
EXHIBITS AND SPECIAL PROVISIONS

The following Exhibits are attached to and made a part of this Agreement:

- a. Consultant's Proposal to Client, dated August 1, 2016(Exhibit A).
- b. The Consultant's Schedule of Hourly Rates and Expenses (Exhibit B).

ARTICLE 13
EXTENT OF AGREEMENT

- a. The terms and conditions hereof, together with the Exhibits referred to herein, represent the entire and integrated agreement between the Client and Consultant and supersede all prior negotiations, representations or agreements, either written or oral, for this Project.
- b. Nothing herein shall be construed to give any rights or benefits hereunder to any one other than the Client and Consultant. Consultant's work product may not be used or relied upon by any other person without Consultant's express written consent.
- c. This Agreement (consisting of Pages 1 to 9, inclusive), together with the Exhibits identified in Section 12 above), constitutes the entire agreement between Client and Consultant and supersedes all prior written or oral understandings.

ARTICLE 14
INTELLECTUAL PROPERTY

- a. Each party retains title to all intellectual property (including all patents, trademarks, copyright, trade secrets and know how) owned or possessed by it or any of its affiliates and used by it in fulfilling its obligations under the Agreement, including any modifications or improvements made thereto ("Background IP"). All new and original intellectual property created by Consultant during the course of performing the Services ("Project IP") is the property of Consultant. Consultant grants the Client a non-exclusive, non-transferable and, unless otherwise agreed, royalty-free license to use (i) any Consultant Background IP used in the performance of the Services but only to the extent required to use any deliverables provided by Consultant for the purpose for which they have been provided, and (ii) Project IP for any purpose whatsoever.
- b. Upon receipt of full payment for the related Services all reports, drawings and other deliverables provided to the Client by Consultant will become the property of the Client.
- c. Each party will keep confidential all Confidential Information disclosed to it by the other party; provided that (a) Consultant will be able to disclose Client's Confidential Information to those persons who need to know such information for purposes that relate to the performance of the Services Except as specifically provided herein, neither party will acquire any right, title or interest in or to the Confidential Information of the other party.
- d. Information, work product, reports or deliverables provided by Consultant to Client in any form in connection with the Services is provided solely for Client's own use and for the purpose for which the Services were engaged. In no case will any such information be used in connection with any offering or sale of securities or any other financing transaction or otherwise be made available to the public generally.

ARTICLE 15
SUCCESSORS AND ASSIGNS

The Client and Consultant bind themselves and their successors, executors, administrators, assigns and legal representatives to these Terms and Conditions.



ARTICLE 16
GOVERNING LAW

Governing Law - This Agreement will be interpreted and construed in accordance with the internal laws of the State of North Carolina without giving effect to its principles of conflicts of laws.

ARTICLE 17
HEALTH & SAFETY

Client shall be solely responsible for the health, safety and welfare of its employees and agents and others with regard to the Work, and shall strictly comply with all health and safety rules, including but not limited to Consultant's Injury, Illness and Prevention Program or applicable guidance which may be provided by Consultant, and all other applicable rules, regulations and guidance required by Consultant, Client or applicable government agencies relating to the Work. Client is solely responsible for establishing and enforcing any additional requirements that Client deems necessary to protect its employees, Consultant's employees, and any other persons entering the site for purposes relating to Client's operations

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

ATTEST:

CLIENT

By _____

Print or Type Name

Title

ATTEST:

MOTT MacDONALD I&E, LLC

By _____
Name and Title



EXHIBIT A
Consultant's Proposal
Dated August 30, 2016



**Scope of Services for
Town of Angier Municipal Assistance
August 30, 2016**

Introduction

The Town of Angier plans to update their July 16, 2007 Land Use Plan. The Town will work with a Planning firm and an Economic Development consultant to further enhance their planning efforts. Mott MacDonald will assist in the process by providing transportation and traffic engineering related items and will provide general coordination tasks.

Mott MacDonald Tasks

In assisting Town staff in the planning process, it is assumed that Mott MacDonald will provide the following:

General Coordination

Mott MacDonald will attend up to 8 meetings, assuming one staff member per meeting, as part of the Comp Plan process. Mott MacDonald will also provide up to 20 hours of general coordination (providing guidance, researching items, commenting on plan elements, or other as requested by the Town). The maximum time assumed for this task is 48 total hours.

Develop Existing Transportation Facilities Text for Report

Mott MacDonald will use the example provided by Holland Consulting Planners (on 8/30/16) to develop the text for the report section that describes the existing transportation facilities in the Angier area. The maximum time assumed for this task is 22 total hours.

Transportation Corridor Analysis

Mott MacDonald will utilize Synchro traffic analysis software to develop base year (2016) and future year (2040) analyses of up to ten (10) intersections. Peak hour traffic counts will be taken (unless suitable counts can be provided by NCDOT) from 7-9 AM and from 4:30-6:30 PM on selected dates. It is assumed for this scope that counts will only be needed at 6 of the 10 intersections. Triangle Regional Model data will be used to estimate the growth rate for each facility and the growth rate applied to the count data to estimate future volumes (the growth estimate will generally follow the process used in SPOT 4.0).



Mott MacDonald will use the traffic analysis data to suggest improvements to intersections and analyze those revised lane configurations, compare growth scenarios, or to develop traffic simulations for meetings and presentations. The results of the analyses will be provided to Holland Consulting Planners (with tabular results and text descriptions) for inclusion in the Comp Plan Report as needed. The maximum time assumed for this task is 46 total hours.

Evaluate the Existing and Future Transportation Systems to Reflect Future Land Use Development Demand, Choices, and Patterns of Development

To assist with this task, Mott MacDonald will meet with CAMPO staff to determine what data is available, and what planning work CAMPO has already undertaken. Mott MacDonald will also provide relevant data to both the Town of Angier, and Holland Consulting Planners.

Mott MacDonald will also review the current land use and zoning along the corridor suggested for the NC 55 Bypass (assuming only one corridor). Mott MacDonald will then work with Holland Consulting Planners to suggest, at a planning level, how land use along the corridor might change as a result of constructing the bypass. Mott MacDonald will also discuss how access might be provided to the bypass, and how that could affect the overall Comprehensive Plan. No analysis is assumed as part of this task, as it is assumed that CAMPO has (or will) perform travel demand modelling to estimate future volumes and potential traffic diversion from other facilities.

Mott MacDonald will review the plan for a future bypass of NC 55 in order to suggest other connections that could enhance the efficiency of the bypass. No analysis is assumed at this point, but rather a planning-level discussion of potential changes in connectivity and access. The maximum time assumed for this task is 20 total hours.

Assess Multi-Modal Existing Conditions and Future Needs

Mott MacDonald will research bus and rail plans in the Angier area and compile a listing of existing and proposed services. Mott MacDonald will also provide suggestions for changes in routing based on revised land use planning and potential bypass locations. No analysis of

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operations or service will be included. The maximum time assumed for this task is 20 total hours.



EXHIBIT B
Hourly Rate Schedule

Employee Classification	Hourly Billing Rate
Freeman	170.70
Nance	231.98
Braswell	114.81
Oliver	72.64
Levine	114.72



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: September 6, 2016

Item: 6D
Consent Agenda

SUBJECT: Modification of the Holland Consulting Planners' proposed expenses and Scope of Service.

For your consideration is a potential contract to be entered into between The Town of Angier and Holland Consulting Planners, Inc. The cost estimates reflect a slight modification, a price decrease along with a revised Scope of Service.

Manager's Comments:

**TOWN OF ANGIER
Comprehensive Plan
Contract for Consultant Services**

THIS AGREEMENT made this ____ day of _____, 2016, between the Town of Angier, North Carolina, hereinafter called the Town, and HOLLAND CONSULTING PLANNERS, INC., Wilmington, North Carolina, hereinafter referred to as the Consultant.

1. The Consultant agrees to prepare a Comprehensive Land Use Plan for the Town. The Consultant's responsibilities are set forth in Attachment "A".
2. The Town agrees to pay the Consultant an amount not to exceed \$60,000 for the Comprehensive Plan. Payments shall be made in accordance with the hourly rates set forth in Attachment "B" and in accordance with the accomplishments reflected in the status report included with each invoice.
3. The Consultant may request in writing and the Town will consider granting time extensions for reasons of delay which are beyond the control of the Consultant. Delays may not necessarily be the result of any action or lack of action by the Town.
4. The Town shall promptly notify Consultant should it become necessary to cancel a scheduled meeting or work session requiring the attendance of the Consultant or the Consultant's representative. Should the Town fail to notify Consultant of any such cancellation, and Consultant incurs travel time and/or expenses to attend such meeting, Consultant will invoice the Town for this time and/or expenses, which will be considered in excess of the not-to-exceed fee noted above.
5. Either party may terminate this Contract upon the other's filing for bankruptcy, insolvency or assignment for the benefit of creditors or upon material breach of the Contract. Either party may terminate this Contract upon material breach of the Contract by the other if, after 30-days' written notice of such material failure, the breaching party fails to cure its breach. The Town may suspend or terminate this Contract for convenience by providing Consultant with 15-days' written notice of such action. In the event of suspension or termination for convenience, Consultant shall be entitled to compensation for services rendered and reimbursable expenses incurred until the date of receipt of such notice. If the Town suspends or otherwise delays Consultant's services under the Contract, Consultant may terminate the Contract upon giving 15-days' written notice.
6. If the Town fails to make any payment due the Consultant for services and expenses within forty-five days after receipt of Consultant's bill therefore, the amounts due Consultant shall include a charge at the rate of 1% per month from said forty-fifth day for balance past due, and in addition, Consultant may, after giving seven days' written notice to the Town, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

7. No deletions, additions, changes or revisions shall be made to the scope of services or related fees under this Agreement except by written agreement of the parties hereto. Should the Consultant be required to render additional services not included in the scope of work, the Town shall pay the Consultant for such services at an amount equal to the expenses incurred in connection with the rendering of such services. Payroll costs for additional work will be charged at the hourly rates included herein. Payments for additional services not included in the scope of work shall be in addition to the contract not-to-exceed fee specified herein.
8. The Consultant shall provide the Town with document copies specified in attachment "A".
9. To the extent that any such work may be subject to Consultant's copyright, the Consultant gives the Town license and permission to make whatever use, including the making of copies of the final report which includes all printed work and any illustrated text or maps, the Town deems appropriate.
10. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, nor employ any persons having such interests which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
11. The Town shall designate a representative authorized to act on its behalf with respect to the Project. The Town or the Town's Representative shall examine documents submitted by the Consultant and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of work. The Town's representative is Coley Price, Town Manager.
12. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin and shall take affirmative action to ensure equal opportunity in its employment practices.
13. Consultant is an independent contractor to the Town in performing services under the Contract and is not an employee, agent, joint-venturer or partner of the Town.
14. Consultant warrants that it, as well as any subcontractors employed by Consultant, will perform services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
15. It is mutually agreed that this Agreement is not transferable by any signatory to a third party without the consent of the other party.
16. Original documents, tracings, and reports shall be retained by the Consultant, and reproducible copies shall be furnished to the Town.
17. Consultant hereby acknowledges that the final report, which includes all printed work and any illustrated text or maps, is a public record pursuant to N.C. Gen. Stat. Chpt. 132, the


North Carolina Public Records Act, and that all draft materials may be deemed public records pursuant to the same.

18. Any notice required hereunder shall be sufficiently given when sent to the signatories via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to said signatory.

IN WITNESS HEREOF, they have executed this Agreement, this day and year first above written.

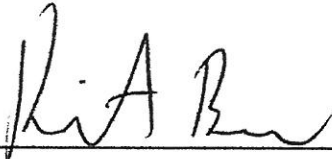
HOLLAND CONSULTING PLANNERS, INC.

TOWN OF ANGIER, NC



T. Dale Holland, President

Coley Price, Town Manager



Witness

Witness

(SEAL)

Attachment "B"

Billing Rates

Holland Consulting Planners Inc.

Staff Position	Hourly Rate
T. Dale Holland, AICP Principal	\$160.00
Landin Holland, AICP, MPA, CZO Senior Planner	\$100.00
Gilbert Combs, ASLA Planner	\$85.00
GIS Technician	\$65.00
Clerical/Administrative Services	\$60.00

SCOPE OF WORK
TOWN OF ANGIER 2016-2017
COMPREHENSIVE PLAN

The following details the Scope of Work for the preparation of the Town of Angier's Comprehensive Plan:

- Provide historical, current, and forecast data with regard to demographics/economics (in-town, ETJ, County, and relative to the town's essential interaction with its regional surroundings).
- Address the following areas of concern:
 - Development of a common community vision
 - Sustainable planning
 - Environmentally sensitive planning, such as LEED and sustainable growth/development concepts
 - Historic preservation
 - ** Multi-modal transportation
 - Community appearance
 - ** Specific corridor analysis, including land use impact on transportation with emphasis on the NC 210 and 55 corridors
 - Return on investment
 - Land use/infrastructure relationship/coordination, including capacity analysis
 - In-fill development
 - * Economic diversification/strategies
 - Central Business District preservation/stabilization
 - Quality of life and cultural resources
 - Renovation of declining residential areas
 - ** Transportation planning including local management issues and assessment of major corridors
 - Utilities and public infrastructure
 - Consideration of the impact of current or pending State planning legislation, such as revisions to ETJ authority and their impacts on Angier's planning and growth.
 - Angier's "role" in a changing region
 - Future land use map
 - Comprehensive documentation that will help guide political decision makers for rezonings and land use decisions
 - Community goals, objectives, strategies and implementation
 - Recommended policies and policy changes
 - Reference or incorporation of existing planning documentation
 - Assess ongoing planning efforts and projects currently underway

* Economic Leadership responsibilities

** Mott MacDonald responsibilities

Specifically, this scope of work provides for the full range of planning services to facilitate the creation of a Comprehensive Plan and defines tasks necessary for the completion of the plan, including:

- Project Initiation (organization)
- Citizen Participation Plan (including technical review and planning charrettes)
- Research and Analysis (data collection)
- Plan Framework (plan structure and organization)

Project Initiation

Project initiation will involve multiple tasks which will result in the definition of the concerns/issues/objectives that must be addressed in overall development of the plan. The initiation phase will begin immediately following the issuance of a notice to proceed. The following tasks will be accomplished:

- Conduct a study area visit to refine the project team's understanding of the existing conditions. This visit will be scheduled concurrent with a start-up meeting with the town during which the following will be discussed: contract details/scope, project schedule, existing plans/data, refinement of project activities, meeting schedule, stakeholders, etc. This site visit will include a physical orientation tour of the town, ETJ, and surrounding area.
- Develop a specific citizen participation plan (CPP) in order to define a collaborative effort with the partners/stakeholders, public at-large, town, and affected organizations.
- Conduct meetings with staff, elected officials, and representatives of various boards to discuss/collect pertinent data.
- Establish an interactive website dedicated to the Comprehensive Plan.
- Develop a citizen survey for widespread distribution and posting on the project website.
- Initiate review of existing plans, ordinances, and documents pertaining to Angier and the surrounding area.

The project team will conduct a data needs inventory to identify the types and formats of data required for the project, including geographic, demographic, and economic data. This effort will include local plans, studies, and regulations that must be reviewed. The project team will compile and assess GIS data layers available from the town, county, and NCDOT, and identify additional GIS data layers available from other sources that will augment analyses. A data-needs analysis will be compiled that addresses additional data needed, along with the desired format. The results of the data needs inventory will be provided to the town for discussion on specific data to acquire. The project team will need the support/direction of the town to assist in the gathering of data, as needed, using the analysis.

Citizen Participation Plan

1. Proposed CPP Elements

Effective continued citizen participation must be sustained throughout the process of developing the Comprehensive Plan. This effort should be specifically defined in a Citizen Participation Plan (CPP). The following summarizes the potential elements of the CPP:

- Establish a diverse Comprehensive Plan Steering Committee composed of approximately 9 to 11 citizens, stakeholder groups/interests, agencies such as the school system, and town officials who will be appointed by the Board of Commissioners.

NOTE: It is understood that the Steering Committee will be a "working" committee with meaningful involvement throughout plan development. Citizen representatives should be selected to represent diverse backgrounds/interests.

- Establish protocol with the Town staff, Steering Committee, Planning Board, and Board of Commissioners.
- Develop, in consultation with the Steering Committee, specific rules of procedure for conduct of the Steering Committee. These rules should define, at a minimum:
 - Advertising of committee meetings
 - Designation of Chairperson/Vice-Chairperson
 - Controlled opportunities for public input/comments at meetings
 - Meeting locations
 - Steering Committee schedule objectives
 - Decision-making procedures/guidelines
- Conduct up to eight (8) work sessions with the Steering Committee. All meetings will be advertised, posted on the website, and open to the public.
- Conduct a mid-project public review work session to report overall project status and to obtain public input on progress to date. This meeting will be scheduled approximately four (4) months into the project, and will provide a summary of data and issues identification obtained to date in the process.
- Conduct a multi-day planning charrette to develop area-wide plan approaches.
- Submit draft plan to the Steering Committee. Following approval of a draft plan by the Steering Committee, an open house meeting for public review will be conducted to allow the public to question and comment on the draft plan prior to formal public hearing(s).
- Conduct a meeting with the town Planning Board for presentation of the plan.
- Submit the plan to the Board of Commissioners for consideration (may require a Board of Commissioners work session).
- Present final plan at a public hearing.

To ensure that the public is informed of meeting times and has access to the draft Comprehensive Plan throughout this process, the following steps will be taken:

- Sign-up sheets will be placed in the Angier Town Hall. Individuals who place their names on this list will be mailed or emailed notices announcing meeting times for review of the Comprehensive Plan.
- Notices of all public meetings will be advertised in a non-legal advertisement section of the local newspaper, in addition to being placed in the Town Hall and the Angier Public Library.
- Notices of all public meetings will be, at a minimum, e-mailed to major churches, civic groups and other interest groups (to be determined in concert with the town).
- Copies of the draft plan will be placed at the Town Hall and in the Angier Public Library for citizen review, as well as being available at all meetings to ensure that the citizens in attendance can review items being discussed.
- The project team will create and maintain an **interactive project-dedicated website** to both collect and disseminate information regarding the project. The draft plan (as well as all notices) will be posted on this Comprehensive Plan website so that citizens may either review the document online or print it out. Having the Comprehensive Plan posted online will ensure that the most recent information is available and will reduce printing costs. Information regarding the project website will be posted in the local newspaper.

2. *Technical Review*

An *ad hoc* technical review committee or group will be established to review and comment on sections of the draft plan prior to submission to the Steering Committee. This effort will be an individual review and may not necessitate formal committee or group meetings. It may not necessarily require review of the entire draft by each participating technical review person. For example, the Town's Parks and Recreation Director may review only the recreation/open space sections. The committee/group would be composed of Town department heads and various non-town agencies such as NCDOT. The actual composition will be coordinated with the town staff.

3. *Planning Charrette*

Conducting the multi-day charrette will be an important part of the citizen participation and planning process. Numerous details such as appropriate advertising/notification and suitable location will have to be determined. The charrettes will be conducted during plan preparation prior to the final draft of the future land use maps.

Utilizing such a detailed public inclusion process as charrettes is necessary because historically, many people have found that while they engaged in a public process, it was inadequate. In general, people become frustrated when they are provided only a few minutes in public meetings to express their opinions. A collaborative planning process accomplished through a charrette can eliminate or significantly reduce public/stakeholder frustrations. The following provides the steps which should be taken to conduct the charrette process:

- *Step 1.* Identify charrette participants (stakeholders) which should include at a minimum:
 - Elected officials;
 - Town board/committee representatives;
 - Property owners;
 - Business owners and operators;
 - Citizens at-large;
 - Neighborhood activists/representatives;
 - Affected agencies, such as the school system.
- *Step 2.* Define charrette logistics such as location, notification, schedule, agenda, etc.
- *Step 3.* Conduct the charrette. The charrette will include:
 - Visual presentation of both good and bad community design in the Angier area.
 - Future land use development obstacles/assets.
 - Future growth/development objectives.
 - Examination of all plan elements to gain an understanding of the interrelationship of the elements.
 - First charrette - discussion and definition of visioning/identification of issues, obstacles, and assets.
 - Second charrette - discussion of input for the development of a future land use map.
 - Summary of charrette conclusions.

Research and Analysis

1. Review of Data, Regulations, Plans, and Studies

The project team will review data collected as the result of project initiation. The project team will also review information supplied by the town (or identified by the town) related to local services, programs, initiatives and private investments that will have a bearing on future growth and development in the town and its immediate surroundings. Included in the information provided by the town should be relevant reports and budget information from town departments, capital improvement program information, reports from various local boards and organizations, private development proposals, State of NC initiatives, agreements with Harnett County, etc. This information will be used in combination with information acquired through other sources (i.e., stakeholder interviews, study area visit, etc.) in the assessment of existing conditions and considered in the development of implementation strategies once the Plan begins to take shape.

2. Stakeholder Interviews

The project team will conduct interviews with up to fifteen (15) key stakeholders (including major property owners) and service providers who can speak to the issues identified and share plans and information that will have an impact on the direction of the Plan. The list of interviews will be determined by the town with input from the project team. These interviews may include community and neighborhood leaders, such as the business community, School District, NCDOT, representatives of the Town, County, and State departments. Interviews will be conducted in-person, and scheduled immediately following project start-up.

3. *Inventory and Assessment of Existing Conditions/Results of Interview Process and Data Review*

The Consultant will inventory the existing conditions gathered during the previous review process and stakeholder interviews to provide a "snapshot" of the Angier area in 2016. These conditions will be assessed to determine the issues and opportunities to be considered as the Plan is developed. Consistent with the Comprehensive Plan, the Consultant will address each of the elements as follows:

- * Economic assets and challenges;
- * Actions needed to expand Angier's economic base;
- * Options for improvement in and promotion of Angier's Central Business District;
- * Retention and expansion of locally owned businesses;
- * Locally imposed obstacles to economic development;
- * Retail, office, and industrial space availability;
- Mapping of defined neighborhoods including housing conditions and infrastructure needs;
- Parks, recreation, greenways, and open space;
- Historic resources;
- ** Significant transportation corridor analysis;
- Infrastructure;
- Community facilities;
- Impact of outward growth from the Raleigh area;
- Tax/land values;
- Land use and growth management;
- Sound planning principles, such as LEED and sustainable growth concepts.

4. *Steering Committee Meeting/Issues and Opportunities*

In a regularly scheduled meeting with the Steering Committee, the project team will discuss key issues identified through the Research and Analysis phase. Following the meeting, the project team will summarize the issues and opportunities related to the plan elements that should be considered in the development of the Plan. These results will be presented to the Board of Commissioners in written form, in addition to being posted on the Comprehensive Plan website.

Plan Framework

The project team will undertake the primary responsibility for editing and writing the final plan document. Specific focus will be provided in drafting clear, concise policies that can be supported by findings from Town studies and surveys, best practices, and/or successful application in other jurisdictions. The project team will design the plan document, including development of the format and layout, as well as producing high-quality illustrations and graphics relevant to data gathered and any maps which may be needed. The Comprehensive Plan will include, at a minimum, the following key elements:

- *Introduction*, including the plan purpose, the planning process, vision statement, mission statement, and/or goals.
- * *Economic and Population Forecasts*. (Economic forecasts to be provided by Economic Leadership)

- *Housing and Neighborhoods.*
 - Assess area-wide housing development and neighborhood preservation.
 - Address the town's current concerns and issues related to housing.
 - Address affordable/workforce housing.
 - Survey and map housing conditions.

- ** *Transportation. (Transportation to be provided by Mott MacDonald)*
 - ** Evaluate the existing and future transportation systems to reflect future land use development demand, choices, and patterns of development.
 - ** Assess multi-modal existing conditions and future needs.

- *Infrastructure/Services.*
 - Evaluate capacity versus projected needs/growth.
 - Address issues related to sustainable planning.
 - Address conservation of water resources.
 - Address parks/recreation facilities and services.
 - Assessment of services will include, at a minimum, education, solid waste, public safety, health care facilities.

- * *Economy.*
 - * Assess existing and forecast economic strategies.
 - * Assess available areas for economic development.
 - * Assess obstacles to economic development.

- *Land Use Policies and Plan*
 - Evaluate the existing general land use policies.
 - Incorporate environmentally sound planning principles, such as LEED and sustainable growth.
 - Update the appropriate locations for the future land use designations within the Town of Angier and along key transportation corridors with emphasis on Highways 210 and 55.
 - Provide a detailed study of exactly where non-residential land uses should be located, the location of various densities of residential development, and environmental/conservation and open space areas.
 - Provide an inventory and evaluation of current land use patterns, travel data, functional classification of roads, access management, and road/street conditions to define future land use designations.
 - Consider commercial/facade design requirements.
 - Address historic preservation and resources.
 - Address in-fill and revitalization.
 - Develop the future land use map, including vision areas and detailed analysis of Highways 210 and 55.
 - Address community design needs and principles.
 - Provide economic development strategies.
 - Provide specific recommendations for revisions to the Town's land use regulatory ordinances.

- *Implementation.*
 - Prepare goals, objectives, and strategies that will support the plan and provide a foundation for implementation. The topic areas will include: Land Use, Growth and Development, Transportation, Services and Facilities, Economic Development, Natural Environment, and Administration.
 - Prepare implementation strategies that provide methods for following the recommendations. An initial set of strategies will be determined with participation from the Steering Committee and expanded upon, as appropriate, given the policy recommendations.
 - Prepare a Future Land Use map which will provide a comprehensive picture of how the entire urbanized area should develop.
- *Executive Summary*
 - A camera ready copy of an executive summary of the final Comprehensive Land Use Plan will be prepared.

Consultant's Expectations of the Town

The project team will rely on the town for the following:

- Provide timely review of material provided by the project team.
- Serve as a directional resource for data collection.
- Provide local knowledge/input.
- Provide project contacts to attend all public meetings.
- Assist with distribution of the project survey.
- Provide payment of invoices for publication of meeting notices.
- Provide coordination with the Steering Committee, Planning Board, and Board of Commissioners.
- Provide support to HCP for the economic, transportation and infrastructure elements of the plan. The economic and transportation plan elements and data will be provided to HCP in complete text for formatting and inclusion in the draft/final Comprehensive Plan. The economic information/plan sections will be provided by Economic Leadership and the transportation information/plan sections will be provided by Mott MacDonald. The Economic leadership responsibilities are indicated by one asterisk (*) and the Mott MacDonald responsibilities are indicated by two asterisks (**).
- The town will be responsible for the cost of printing the executive summary.

Plan Document Design

Plan document presentation will be essential to its ultimate acceptance and implementation. If the document is not inviting in its appearance, it will not be read. At a minimum, the plan document will include:

- Extensive color graphics;
- Before and after design concepts, including photographic simulations;
- Extensive color mapping;
- Implementing strategies connected to applicable goals, objectives, timelines and responsible agency;
- Graphic presentations of data;
- Preparation of an executive summary following document adoption;

- Specific plan document implementing actions to aid in continuing planning process beyond plan preparation;
- Incorporation of important graphic components of existing documents;
- Minimization of unnecessary verbage. Focus on core goals, priorities, and strategies.

Project Schedule

The project will be completed over an 8-month time period. The target deadline for adoption is March 2017. See chart below for a listing of tasks and associated timeframe.

Project Task	Timeframe
Issue Notice to Proceed	August 2016
Project Initiation	November-December 2016
Research and Analysis	September-November 2016
Plan Format/Development	October 2016-February 2017
Public Hearing	March 2017

Deliverables

1. Twenty (20) hardcover bound copies.
2. Two digital files of report - PDF and Microsoft Word format.
3. All illustrative conceptual designs and renderings shall be submitted as standalone digital files.
4. GIS files and maps submitted to the town and integrated into the town's GIS system.
5. One (1) camera ready executive summary.



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: September 6, 2016

Item: 6E
Consent Agenda

SUBJECT: Potential Contract with Raftelis Financial Consultants, Inc.

For your consideration is a potential contract to be entered into between The Town of Angier and Raftelis Financial Consultants, Inc.

Manager's Comments:



227 W. Trade St.
Suite 1400
Charlotte, NC 28202

Phone 704 . 373 . 1199
Fax 704 . 373 . 1113

www.raftelis.com

August 12, 2016

Mr. Coley B. Price
Town Manager
Town of Angier
55 N. Broad Street West
Angier, NC 27501

Subject: Engagement Letter

Dear Coley:

Raftelis Financial Consultants, Inc. (RFC) is pleased to provide you with this engagement letter to provide assistance to the Town of Angier (Town), NC. It is our understanding that the Town purchases water from Harnett County (County) and also contracts with the County for wastewater treatment. The Town is interested in engaging RFC to assist the Town with reviewing the arrangement between the Town and the County and then providing assistance in discussions with the County. This engagement letter documents the tasks and level of effort required by RFC to provide assistance to the Town.

Scope of Work

To assist the Town in its discussions with the County, RFC proposes to complete the following tasks:

Task 1 – Meet with Town staff to identify and understand the current arrangement between the Town and the County and the issues surrounding this arrangement.

Task 2 – Based on the discussions in Task 1, develop an agenda for a meeting between the Town and the County.

Task 3 – Attend the meeting between the Town and the County in order to understand each party's concerns and to identify potential solutions.

Task 4 – Provide a draft memorandum to the Town that documents Tasks 1 through 3, as well as RFC's reaction and recommendations from the meeting between the Town and the County.

Project Fees

RFC proposes to complete the tasks identified above for a fee not-to-exceed \$8,175.00, as shown in Attachment A. It should be noted that this fee represents a 30% discount to our standard consulting (billing) fees. This fee also includes travel expenses and time for RFC staff to make two trips to Angier (one to meet with Town staff individually and one to attend a joint meeting between the Town and the County). This fee also includes time for RFC to review any documents such as existing agreements between the Town and County, relevant ordinances for water/sewer service and water/sewer fees, etc., so that RFC can gain a better understanding of the situation. It is RFC's policy to bill monthly and to receive payment within 30 days of receipt of the invoice. Any additional assistance beyond those listed in Tasks 1 – 4 will be provided under a separate engagement letter agreed upon by both RFC and the Town.

Raftelis Financial Consultants, Inc. looks forward to working with the Town of Angier on this important engagement. Please contact me with any questions regarding this letter or its contents.

Sincerely,

RAFTELIS FINANCIAL CONSULTANTS, INC.

Doug Bean

Director of Governmental Services

If you agree to the terms of this engagement letter, please sign below.

Signature

Title

Date

Attachment A - Project Fees

	Hours Requirements				Total by Task
	DB	EVC	TC	Admin	
Task 1: Meet with Town Staff to Gain Understanding of Situation	18	20	6	1	\$ 10,985
Task 2: Develop Agenda for Meeting between Town and County					
Task 3: Attend Meeting between Town and County					
Task 4: Draft Memorandum to Document Issues and Solutions					
Estimated Total Hours	18	20	6	1	
Billing Rate	\$275	\$225	\$170	\$75	
Total Fees	\$4,950	\$4,500	\$1,020	\$75	\$10,545
Estimated Expenses					794
Estimated Total Project Fees					\$11,339
30% Discount to Billing Fees					\$ (3,163.50)
Total Discounted Project Fees					\$ 8,175.00

DB = Doug Bean

EVC = Elaine Vastis Conti

TC = Townsend Collins

RFC is registered with the U.S. Securities Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) as a Municipal Advisor. Registration as a Municipal Advisor is a requirement under the Dodd-Frank Wall Street Reform and Consumer Protection Act. All firms that provide financial forecasts that include assumptions about the size, timing, and terms for possible future debt issues, as well as debt issuance support services for specific proposed bond issues, including bond feasibility studies and coverage forecasts, must be registered with the SEC and MSRB to legally provide financial opinions and advice. RFC's registration as a Municipal Advisor means our clients can be confident that RFC is fully qualified and capable of providing financial advice related to all aspects of utility financial planning in compliance with the applicable regulations of the SEC and the MSR



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: September 6, 2016

**Item: 6F
Consent Agenda**

SUBJECT: Potential Resolution to honor Police Detective Joel Shattuck

For your consideration is a potential Resolution to honor Police Detective Joel Shattuck. The police officially successfully performed the life~saving Heimlich Maneuver to save an Angier resident's life.

Manager's Comments:



Town of Angier

Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

Resolution No.: 016-2016
Date Submitted: September 6, 2016
Date Adopted: September 6, 2016

A RESOLUTION OF THE TOWN OF ANGIER RECOGNIZING THE VALIANT HEROISM EXHIBITED BY ANGIER POLICE DETECTIVE JOEL RAY SHATTUCK

WHEREAS, Angier Police Detective Joel Ray Shattuck demonstrated quick thinking and performed an emergency medical procedure to save the life of an Angier resident; and,

WHEREAS, at 1:46 AM on Saturday, August 13, 2016, a local resident was in desperate need of medical assistance as Detective Shattuck was the first official to arrive on the scene at Coats Circle inside the North Park Apartment in Angier, North Carolina; and,

WHEREAS, Detective Shattuck expeditiously assessed the medical situation of the resident, discerning the resident's life was compromised due to unconsciousness and no evidence of breathing; and,

WHEREAS, the law enforcer realized he had choked due to an unknown obstruction; and,

WHEREAS, Detective Shattuck ~ who had been successfully trained ~ expeditiously performed the Heimlich maneuver on the ailing residence whose life had become compromised; and,

WHEREAS, imbued with the increasingly dangerous sacrifices law enforcement officials face as they provide assistance to individuals and the community at large in time of crisis and need, Detective Shattuck never wavered from exuding professionalism while striving to serve, protect and save citizens' lives such as this within The Town of Angier;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of The Town of Angier express their sincere and heartfelt appreciation to Detective Joel Ray Shattuck who bravely and fearlessly resuscitated the life of this individual. The highly esteemed Life~Saving Medal will be presented in conjunction with this Resolution Numbered 016~2016.

Adopted by the Angier Board of Commissioners on this the 6th day of September, 2016.

ATTEST:

Lewis W. Weatherspoon, Mayor

Kim Lambert, Town Clerk



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: September 6, 2016

Item: 7A
New Business

SUBJECT: Annual ABC Board Audit Report Presentation

Scott May from May & Place, P.A., will present the annual ABC audit findings to the Town Board. ABC Board officials will reportedly distribute documentation concerning the annual report during tonight's meeting.

Manager's Comments:



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: September 6, 2016

Item: 7B
New Business

**SUBJECT: Request by Angier Chamber of Commerce
officials regarding the Crepe Myrtle Celebration**

A representative from the Angier Chamber of Commerce will address the Angier Town Board to request road closure for the annual Crepe Myrtle Celebration.

Manager's Comments:



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: September 6, 2016

Item: 7C
New Business

**SUBJECT: Further Discussion by Holland Consulting Planners, Inc.
regarding the Comprehensive Land Use Development Project.**

A representative from Holland Consulting Planners, Inc., tentatively Landin Holland, will address the Board regarding the potential scope of the Comprehensive Land Use Development Project.

Mr. Holland may also discuss, for your consideration, a potential Roster of Citizen Participants. The Board may opt to approve the tentative list of participants.

Manager's Comments:



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: September 6, 2016

Item: 7D
New Business

SUBJECT: Potentially Resolution regarding affixing the national motto, In God We Trust, to various Municipal sites

For your consideration are a potential Resolution and suggested sites to affix the national motto, In God We Trust, within the Municipality and on Angier Police vehicles.

Manager's Comments:



Town of Angier

Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

Resolution No.: 015-2016
Date Submitted: September 6, 2016
Date Adopted: September 6, 2016

A RESOLUTION OF THE TOWN OF ANGIER SUPPORTING THE DISPLAY OF THE NATIONAL MOTTO, "IN GOD WE TRUST" IN PROMINENT LOCATIONS WITHIN ANGIER, NORTH CAROLINA

WHEREAS, the phrase, "In God We Trust" became the United States' national motto on July 30, 1956, shortly after our nation led the world through the trauma of World War II; and,

WHEREAS, the words have been used on U.S. currency since 1864; and,

WHEREAS, the same inspiring slogan is engraved above the entrance to the Senate Chamber, as well as above the Speaker's dais in the House of Representatives; and,

WHEREAS, in both war and peace, these words have been a profound source of strength and guidance to many generations of Americans; and,

WHEREAS, the Town desires to display this patriotic motto in a way to solemnize public occasions and express confidence in our society; and,

WHEREAS,

Section 1. The Angier Board of Commissioners does hereby determine that the historic and patriotic words of our national motto, "In God We Trust" shall be permanently and prominently displayed on any and/or all specified law enforcement vehicles and any and/or all municipal buildings in Angier, North Carolina, and will remain there in perpetuity.

Section 2. The Town Clerk shall certify to the passage and adoption of this Resolution 015~2016;

NOW, THEREFORE, BE IT RESOLVED; that the Town of Angier Board of Commissioners hereby: (1) adopts this Resolution; and (2) agrees to take action to insure the national motto is affixed to specified municipal structures and/or law enforcement vehicles.

Adopted by the Angier Board of Commissioners on this the 6th day of September, 2016.

ATTEST:

Lewis W. Weatherspoon, Mayor

Kim Lambert, Town Clerk



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: September 6, 2016

Item: 7E
New Business

**SUBJECT: Honoring Angier Police Detective Joel Shattuck
for his life-saving technique**

If the aforementioned Consent Agenda Item #6F, Resolution, is approved, Mayor Weatherspoon and Police Chief Hallman will present Angier Police Detective Joel Shattuck with a Resolution and an esteemed medal for his life-saving technique.

Manager's Comments:



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: September 6, 2016

**Item: 8
Manager's Report**

SUBJECT: Manager's Report for September, 2016

- There will be no Planning Board meeting in September.
- There will be no Board of Adjustment meeting in September.
- Update on the following events that have taken place or have been scheduled:
 - The firm handling our Land Use Development has been named, Holland Consulting Planners, Inc., (HCP) of Wilmington.
 - We are beginning to schedule meetings jointly with HCP, our Transportation consultants from Hatch Mott MacDonald of Fuquay~Varina, and our Economic Development consultant, Ted Abernathy, from Economic Leadership. As indicated in this packet, we hope to finalize our Citizen Participant/Advisory Committee soon and HCP will be conducting anonymous interviews on September 28 and 29, 2016.
- The Angier Chamber will host its annual Crepe Myrtle Celebration Saturday, September 10, 2016, from 9:45 a.m. until 3 PM at which time the Penny Social will begin.
- The Angier Area Ministerial Association is honoring our local law enforcers during its first Unity in the Community event Saturday, September 24, 2016, from 10 to 11 AM at the Depot Square R.H. Ellington Grounds.
- The Harnett County Parks and Recreation Department will sponsor a free Movie at Depot Square R.H. Ellington Grounds, Disney's "The New Jungle Book Movie," Saturday, October 8, 2016, at 7 PM.
- This year's NC League of Municipalities' CityVision 2016 is slated for October 22 ~ 25, 2016, in Raleigh.
- An update on these events:
 - ▶ Commissioner Jerry Hockaday was recently honored at the Angier~Black River Fire Department and was commissioned with a portrait flanking the hallway.
 - ▶ EnviroLink has begun its study on our Utilities Department including a Water Rate Study. They are also developing a Policy on Backflow Assembly and a Vacant Meter Policy.
- Town Engineer's Report.

Manager's Comments:

Memo

To: Coley Price, Town Manager
From: Bill Dreitzler, P.E., Town Engineer
Date: August 25, 2016
Re: September 2016 BOC Meeting - Engineer's Staff Report

Please consider my staff report for the scheduled September 2016 Board of Commissioners meeting:

Hwy 210 Sidewalk Extension Project

The formal Agreement for this project has been filed with CAMPO through the NCDOT Partner Connect on-line system. Hard copies will be sent to the Town for signature. We are currently in the process of preparing a Request for Qualifications (RFQ) using the model format within the Partner Connect system. Once NCDOT approves the RFQ we will advertise the engineering phase of the project. This 80-20 funded Locally Administered Project will extend our sidewalk pedestrian system from Wallgreens along Hwy 210 to Fish Drive. The project also includes connecting the sidewalk at W Lillington and Park, along Park Street to Hwy 210. **No changes since my last report. Waiting on NCDOT approval of the RFQ language.**

Kennebec Church Road Elevated Water Storage Tank

Based on our most recent update from the design engineer, we now anticipate receipt of review set of plans and specifications in early September. Once we have reviewed and approved the design, the project will be submitted to DWQ for permitting.

Johnson Landing Water Booster Station

The pre-construction meeting was held on July 28, 2016 and construction is moving forward. A key delivery date was recently determined regarding the booster pumps. The pumps are currently scheduled to be on site September 19, 2016. Based on this delivery date, it is possible for an early November completion in lieu of a late November date.

Wastewater Inflow/Infiltration Evaluation

On March 18th we received zoom camera results along with the engineer's main line recommendations. In addition we received results from the manhole inspections and the smoke testing. We are in the process of reviewing this data prior to making further recommendations with regards to wastewater inflow/infiltration issues. **No new updates for the August staff report.**

Southern Acres Subdivision

Staff has provided the applicant's engineer with approval of the final sanitary sewer outfall construction plans. It is anticipated that the developer will begin construction as soon as the necessary easements have been acquired. Engineering plans for the subdivision have not yet been submitted to the town for review.

Rawls Church Road Water Extension

The design location survey for the Rawls Church Road section of the project was completed on August 10, 2016. In an effort to expedite the project, we have split the engineering into 2 phases. Therefore, we are in the engineering design phase for the approximately 6,500 linear feet of water line extension along Rawls Church Road. Completion of plans and submittal for permits is anticipated for early September. The approximately 3,000 linear feet of water line extension proposed through the Roy Lee Earp property remains in the survey phase as we work through issues related to the boundary line

between Mr. Earp's property and Mr. Brendle's property. A meeting with Mr. Brendle is being scheduled for Friday, August 25th. We are targeting early November as a construction start date. Based on my understanding of the current status of the Southern Acres project, I anticipate our water will be available ahead of the development's need for water.

Asset Inventory and Assessment Plan Grant Application

Angier was not awarded an asset inventory grant (AIA) during this past cycle. Our application did not score high enough. Based on our discussion with Envirolink, we believe we can modify the application and improve our score for the next cycle. The re-submittal for the next round of funding is anticipated to be scheduled for the end of September.

Utility Rate Study

This project is on-going. We last met with Tim Baldwin, Envirolink, on August 17th and have set follow-up meetings for August 31st, September 28th, and October 19th. The August meeting will focus on our utility policies. The September meeting will focus on the utility rate model. The October meeting will focus on finalizing both the proposed revisions to our utility policies and the rate model. Envirolink anticipates a November submittal of final documents with a presentation to the Board at our scheduled December meeting.

Construction Standards

The Construction Standards were adopted in March of 2000 and have not been updated since. I am in the process of reviewing the Standards for conflicts with the UDO. In addition, I will be assessing any construction standards that need to be updated to better represent current technologies and processes being used in the industry. This is an on-going effort.

Miscellaneous

In addition to the above major projects, I continue to provide support to the Town staff including but not limited to the following:

- Service on the Pre-Development Committee.
- Service as a member of the TRC including the associated engineering reviews.
- Attendance as staff engineer at the Planning Board Meetings, Board of Commissioners Meetings, and Board of Adjustment Meetings.
- Meet with citizens on an on-call basis for issues predominately related to storm drainage.
- Assist Public Works on an on-call basis.

Sincerely,

A handwritten signature in dark ink, appearing to read "Bill Dreitzler", with a stylized flourish at the end.

Bill Dreitzler, P.E.
Town Engineer



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: September 6, 2016

Item: 9

SUBJECT: Mayor and Town Board Reports

Manager's Comments:



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: September 6, 2016

Item: 10
Staff Reports and
Informational Items

SUBJECT: Staff Reports and Informational Items

- Library
- Parks & Recreation Department
- Planning Department
- Police Department
- Public Works Department

Manager's Comments:

Library Report for September 2016 Meeting

Preschool Storytime will start on Tuesday September 13th at 10:30.
Storytime is open to children ages 3 thru 5.

Any questions or concerns please feel free to contact me.

Thank you,
Amanda B. Davis
Angier Public Library Director
919-639-4413 or abdavis@angier.org

MONTHLY REPORT
ANGIER PARKS & RECREATION
August 24, 2016

- REGISTRATION FOR FALL SPORTS, FOOTBALL, SOCCER, CHEERLEADING FOR FOOTBALL, BASEBALL AND SOFTBALL FINISHED UP ON FRIDAY AUGUST 26.
- FALL SPORTS PRACTICES WILL BEGIN IN EARLY SEPTEMBER AND GAMES WILL BEGIN IN LATE SEPTEMBER AND SEASON WILL RUN THROUGH MID NOVEMBER.
- A LARGE TREE FELL ON THE TEE BALL FIELD BACKSTOP A FEW WEEKS AGO AND THE TREE IS CLEANED UP AND THE TEE BALL FIELD BACKSTOP IS ALSO SCHEDULED TO BE REPAIRED BY END OF AUGUST.
- THE PARKS AND RECREATION STAFF IS CURRENTLY DOING INVENTORY ON FALL SPORTS EQUIPMENT AND ALSO IS GETTING THE PLAYING SURFACES READY FOR THE HEAVY TRAFFIC FROM ALL OF THE PRACTICES AND GAMES TO BE HELD IN THE FALL.
- THE ANGIER PARKS AND REC. BOOSTER CLUB IS LOOKING TO RENOVATE THE FIELD 4 AND FIELD 5 DUGOUTS. THEY ARE IN DESPERATE NEED OF RENOVATION AND WE WANT TO GIVE THEM A MORE MODERN LOOK LIKE THE DUGOUTS ON FIELD 2 AND FIELD 3. THIS DESIGN ALSO HELPS SECURITY AT JACK MARLEY PARK.

Planning and Inspections Department

Month of August, 2016

Total Permits Issued: 11

New Construction Single Family Dwelling: 0

New Construction Commercial: 0

Inspections Performed: 34

Fees Collected: **\$8,110**

2016 - Year to Date:

New Construction Single Family Dwelling: 20

New Construction Commercial: 1

2016-2017 Fiscal Year to Date:

New Construction Single Family Dwelling: 0

New Construction Commercial: 0

****As of 8/25/16****



Bobby Hallman
Chief of Police

Angier Police Department

P.O. Box 278, 55 North Broad Street West

Angier, North Carolina 27501

Office (919) 639-7054

Date August 26, 2016

To: Coley Price
Town Manager

From: Bobby Hallman

Subject: August Police Activities

Statistical Data

Police activities for the month of August were 3,065 Calls for Service/Officer Initiated Activities. Officers investigated 33 incidents involving 59 offenses. Out of the offenses committed 14 People were arrested on 25 charges. There was a decrease in property damage and larceny during this period. Follow-up calls were made to all victims by the investigators, giving them the status of their cases under investigation.

Traffic enforcement activities included 9 citations being issued totaling 13 charges as opposed to 24 citations totaling 37 charges in July. There were also 6 traffic accidents investigated during this period, 7 less than the previous month. Also, 70% of traffic crashes reported were PVA crashes.

Other Police Activities

Officers completed 2,021 security checks, 137 business contacts, 585 subdivision checks. Patrol officers made 2 felony arrests. Detective Campbell made 5 felony arrest with 12 felony charges. Detective Shattuck made 6 narcotic arrests.

Call Log Call Type Summary

Angier Police Department

08/01/2016 - 08/26/2016

<No Call Type Specified>	11	911 Hang Up - 911 Hang Up	16
Alarm Activation - Alarm Activation	29	Animal Complaint - Animal Complaint	5
Assault - Assault	1	Assist EMS - Assist EMS	6
Assist Fire - Assist Fire Department	3	Assist Motorist - Assist Motorist	8
Assist Other Agency - Assist Other Agency - Law Enforcement	3	Breaking and Entering - Breaking and Entering	20
Business Walk Thru - Business Walk Thru	137	Careless and Reckless Vehicle - Careless and Reckless Vehilce	2
Code Enforcement - Code Enforcement	1	Crash - Traffic Accident	6
Custody Dispute - Child Custody Dispute	3	Direct Traffic - Direct Traffic	1
Disturbance - Disturbance	10	Domestic Dispute - Domestic Dispute	8
DWI - Driving While Impaired	3	Escort - Escort	12
Fight - Fight	1	Follow Up - Follow Up	5
Foot Patrol - Foot Patrol	2	Found Property - Found Property	3
Fraud - Fraud	2	Larceny - Larceny	5
Mental Subject - Mental Subject	2	Missing Juvenile - Missing Juvenile	2
Noise Complaint - Noise Complaint	2	OD - Drug/Alcohol Overdose	1
Other Call - Other Call Not Listed	8	Parking Violation - Parking Violation	1
Property Damage - Property Damage	4	Radar - Radar	6
Security Check - Security Check	2,021	Special Assignment - Special Assignment (Off Duty, Overtime, Festival, Parade, Etc.)	3
Stand-By - Stand-By	5	Stolen Vehicle - Stolen Vehicle	1
Subdivision Check - Subdivision Check	585	Suspicious Activity - Suspicious Activity	4
Suspicious Person - Suspicious Person	20	Suspicious Vehicle - Suspicious Vehicle	11
Traffic Stop - Traffic Stop	57	Trespassing - Trespassing	6
TWO - Talk With Officer	5	Unauthorized Use of Motor Vehicle - Unauthorized Use of Motor Vehicle	1
Under Cover Buy - Under Cover Buy	2	Warrant Service - Warrant Service	8
Welfare Check - Welfare Check	7		

Total Number Of Calls: 3,065

Activity Detail Summary (by Category)

Angier Police Department

(08/01/2016 - 08/26/2016)

Incident\Investigations

0511 - Breaking and Entering	18
0640 - Larceny - From Motor Vehicle	4
0660 - Larceny - From Buildings	3
0690 - Larceny - All Other Larceny	2
0710 - Motor Vehicle Theft - Automobile	1
0900 - Arson	1
1150 - Fraud - Credit Card/Automated Teller Machine	1
1400 - Criminal Damage to Property (Vandalism)	9
1894 - PWISD of a Controlled Substance	1
1896 - Maintaining a Dwelling for Controlled Substance	1
2040 - Child Abuse (Non-Assaultive)	2
2100 - DWI - Alcohol and/or Drugs	2
2670 - Trespassing	1
2690 - All Other Offenses	2
4010 - All Traffic (except DWI)	9
8010 - Missing Persons	2
Total Offenses	59
Total Incidents	33

Arrests

0410 - Aggravated Assault	1
0411 - Aggravated Assault of an Officer	1
0800 - Simple Assault	2
0810 - Simple Physical Assault	2
1400 - Criminal Damage to Property (Vandalism)	2
2040 - Child Abuse (Non-Assaultive)	2
2100 - DWI - Alcohol and/or Drugs	3
2640 - Contempt of Court, Perjury, Court Violations	2
2670 - Trespassing	1
2690 - All Other Offenses	3
4010 - All Traffic (except DWI)	6

Activity Detail Summary (by Category)

Angier Police Department

(08/01/2016 - 08/26/2016)

Arrests

Total Charges 25

Total Arrests 14

Accidents

Total Accidents 0

Citations

Driving While License Revoked 1

Expired Registration 2

Failure To Stop (Stop Sign/Flashing Red Light) 1

No Operator License 1

Other (Infraction) 3

Other (Misdemeanor) 1

Secondary Charge 4

Total Charges 13

Total Citations 9

Warning Tickets

Total Charges 0

Total Warning Tickets 0

Ordinance Tickets

Total Ordinance Tickets 0

Criminal Papers

Total Criminal Papers Served 0

Total Criminal Papers 0

Activity Detail Summary (by Category)

Angier Police Department

(08/01/2016 - 08/26/2016)

Civil Papers

Total Civil Papers Served 0

Total Civil Papers 0

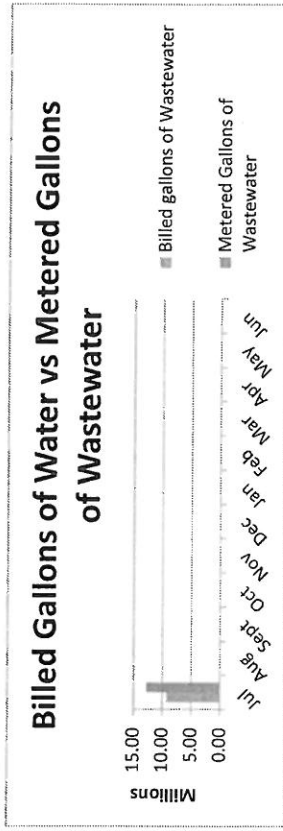
Town of Angier
Harnett County Purchased Water/Sewer
2016-2017

Month	Purchased Water		Metered Gallons of Wastewater	
	(Gallons)	Cost	(Gallons)	Cost
July-16	15,228,350	\$ 34,263.79	12,799,968	\$ 24,319.94
Aug-16				
Sep-16				
Oct-16				
Nov-16				
Dec-16				
Jan-17				
Feb-17				
Mar-17				
Apr-17				
May-17				
Jun-17				
Totals	15,228,350	\$ 34,263.79	12,799,968	\$ 24,319.94

Town of Angier
Wastewater Treated Billed/Gallons Purchased
July 1, 2016 - June 30, 2017

2015-2016	Rainfall (inches)	Billed gallons of Wastewater	Town Meters	Total Usage	Metered Gallons of Wastewater	Purchased Over (Under) Billed
Jul	4.75	9,206,677	23,524	9,230,201	12,799,968	22,030,169
Aug						
Sept						
Oct						
Nov						
Dec						
Jan						
Feb						
Mar						
Apr						
May						
Jun						
Totals						

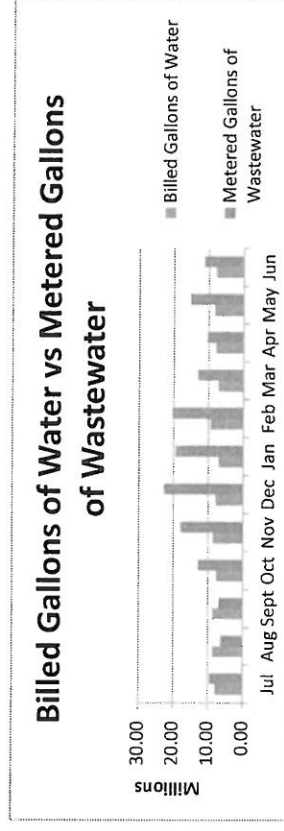
Average Monthly Use 4,296 Gallons
2143 customers



July 1, 2015 - June 30, 2016

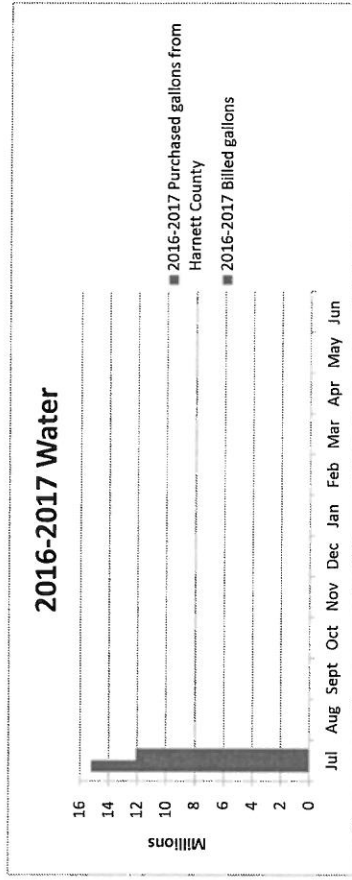
2015-2016	Rainfall (inches)	Billed Gallons of Water	Town Meters	Total Usage	Metered Gallons of Wastewater	Purchased Over (Under) Billed
Jul	2.40	7,793,399	21,208	7,814,607	9,442,524	1,649,125
Aug	2.25	8,575,849	20,397	8,596,246	6,239,249	(2,356,997)
Sept	5.60	8,601,784	1,334,759	9,936,543	6,869,638	3,066,905
Oct	6.65	7,626,963	888,839	8,515,802	12,868,870	4,353,068
Nov	6.95	8,472,616	26,095	8,498,711	17,890,830	9,392,119
Dec	9.10	7,816,680	159,343	7,976,023	22,827,296	14,851,273
Jan	3.00	6,967,749	23,109	6,990,858	19,432,207	12,441,349
Feb	2.60	9,384,560	23,823	9,408,383	20,443,628	11,035,245
Mar		7,047,955	26,171	7,074,126	13,087,043	6,012,917
Apr	3.60	7,723,819	647,405	8,371,224	10,448,491	2,077,267
May	8.40	8,184,153	42,425	8,226,578	15,210,046	6,983,468
Jun	4.30	7,863,254	25,689	7,888,943	11,336,022	3,447,079
Totals	54.85	96,058,781	3,239,263	99,298,044	166,095,844	72,952,818

Average Monthly Use 4,433 Gallons
2079 customers



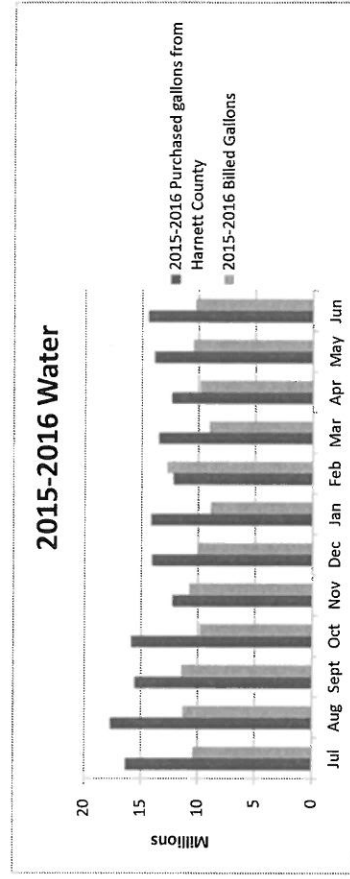
Town of Angier
Water Gallons Billed / Gallons Purchased
July 1, 2016 - June 30, 2017

2016-2017	Billed gallons	Town Meters	Total Usage	2016-2017	
				Purchased gallons from Harnett County	Purchased Over(Under) Billed
Jul	12,091,366	411,279	12,502,645	15,228,350	2,725,705
Aug					
Sept					
Oct					
Nov					
Dec					
Jan					
Feb					
Mar					
Apr					
May					
Jun					
Total					
% Lost		Current Year		Average Monthly Use	
		-17.90%		2759 customers	
				4,383 Gallons	



July 1, 2015 - June 30, 2016

2015-2016	Billed Gallons	Town Meters	Total Usage	2015-2016	
				Purchased gallons from Harnett County	Purchased Over(Under) Billed
Jul	10,448,109	2,061,497	12,509,606	16,361,660	3,852,054
Aug	11,353,591	2,239,155	13,592,746	17,711,970	4,119,224
Sept	11,456,642	3,766,432	15,223,074	15,564,230	341,156
Oct	9,815,614	3,197,324	13,012,938	15,887,540	2,874,602
Nov	10,779,109	2,175,029	12,954,138	12,268,230	(685,908)
Dec	10,028,746	1,673,949	11,702,695	14,066,110	2,363,415
Jan	8,923,982	2,652,030	11,576,012	14,147,550	2,571,538
Feb	12,775,724	3,673,052	16,448,776	12,225,440	(4,223,336)
Mar	9,056,408	3,407,872	12,464,280	13,490,590	1,026,310
Apr	9,858,330	1,074,377	10,932,707	12,383,670	1,450,963
May	10,476,777	590,066	11,066,843	13,884,960	2,818,117
Jun	10,256,924	553,904	10,810,828	14,446,100	3,635,272
Total	125,229,956	27,064,687	152,294,643	172,438,050	20,143,407
% Lost		Current Year		Average Monthly Use	
		-11.68%		2679 customers	
				4,599 Gallons	





Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: September 6, 2016

**Item: 11
Adjournment**

SUBJECT: Adjournment

The mayor will entertain a motion to adjourn the regular Board of Commissioners' meeting.

Manager's Comments: