



Board of Commissioners
Regular meeting
Agenda

Tuesday, July 6, 2021

6:30 PM

Location: 28 N Raleigh Street, Angier, NC 27501

Call to Order

Pledge of Allegiance

Invocation

Approval of Agenda

Presentations

Libraries Transforming Communities Discussion

- a. Libraries Transforming Communities Discussion Results presented by Library Director Katy Warren

Public Comment

Consent Agenda

1. Approval of Minutes

- a. March 2021 – Board Retreat
- b. June 1, 2021 – Regular Meeting
- c. June 15, 2021 – Work Session

New Business

1. Construction Manager at Risk Process (Town Hall/Police Station)

- a. Consideration and approval of the Construction Manager at Risk process to begin the design and construction of a new Town Hall/Police Station.

2. Contract for Architectural Services for the Town Hall/Police Station Project by Oakley Collier

- a. Consideration and approval of the contract for architectural services

3. Reimbursement Resolution for the Town Hall/Police Station Project

- a. Consideration and approval of a Resolution “Declaring its Intention to Reimburse Itself from the Proceeds of One or More Tax-Exempt Financings for Certain Expenditures Made and/or to be Made in Connection with the Project”.

4. Ordinance to Rescind an Ordinance to Demolish Dwelling

- a. Consideration and approval of an Ordinance to Rescind an Ordinance to Demolish Dwelling located at 102 N. Dunn Street. This demolition was paid for by the property owner and was completed as of June 28, 2021.

5. Voluntary Annexation Petition

- a. The Planning Department has received a voluntary annexation petition submitted by Sherri Downs Developers, LLC for 2 parcels of land totaling approximately 16.15 acres located off Regal Drive (Harnett PIN#: 0674-09-9914.000 and Wake PIN#'s: 0675104212 & 0675103670). Consideration and approval of Resolution #R010-2021 to Direct the Clerk to Investigate the Sufficiency of the Petition and certify results at the August 3, 2021 meeting.

6. Budget Amendment #1

- a. Consideration and approval of a Budget Amendment to carry over restricted revenue from FY2021 to FY2022 as well as to increase allowable spending in the Planning & Inspections Department to complete the “Construction Specifications & Detail Document” project.

7. Personnel Policy Updates

- a. Consideration and approval of an additional observed Federal Holiday, Juneteenth; and amending Military Leave to clarify and include the use of sick time, donated time, or take leave without pay.

8. Hwy 210 Sidewalk Project

- a. Consideration and approval of the Highway 210 Sidewalk Extension recommendation of Award.

9. Pump Stations Nos. 1 and 6 Replacement Bid Award

- a. Consideration and approval of bid award that will be provided to the Board during the meeting.

Manager’s Report

Staff Reports

Mayor and Town Board Reports

Adjourn

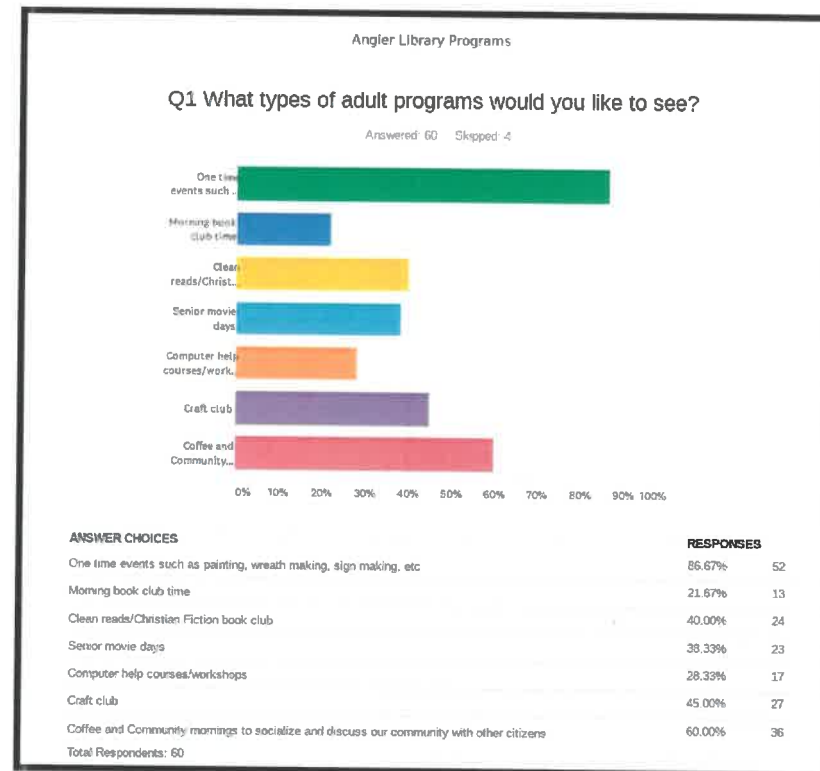
****IN ACCORDANCE WITH ADA REGULATIONS, PLEASE NOTE THAT ANYONE WHO NEEDS AN ACCOMMODATION TO PARTICIPATE IN THE MEETING SHOULD NOTIFY THE TOWN CLERK AT 919.331.6703 AT LEAST 48 HOURS PRIOR TO THE MEETING.****

PRESENTATION

Libraries Transforming Communities Discussion

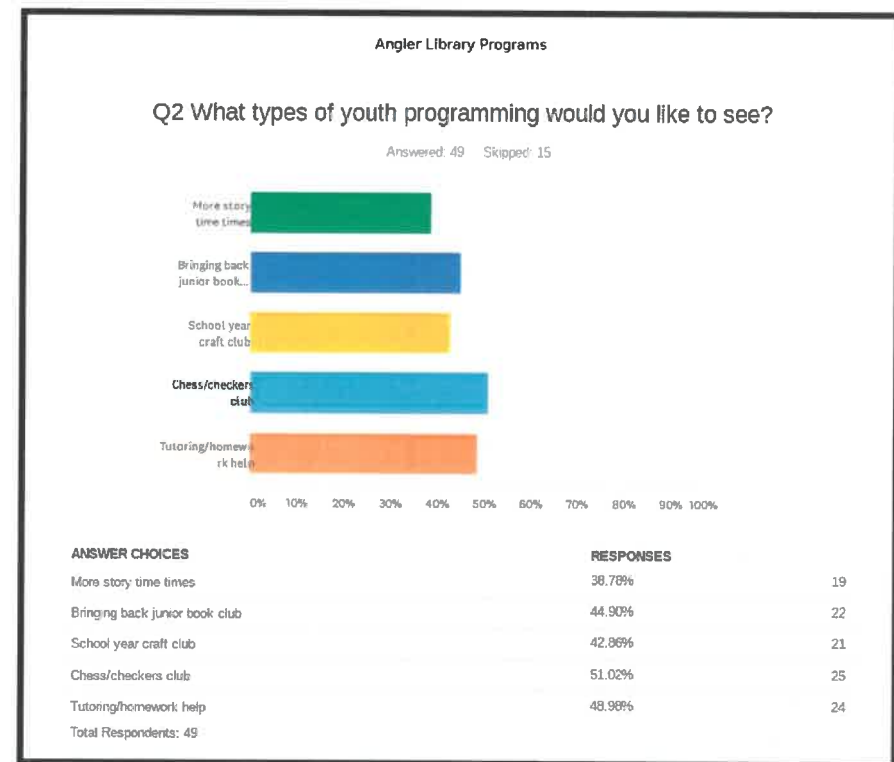
Adult Programming

- One time events
- Coffee and community discussions
- Alternate book club options
- Senior movie days



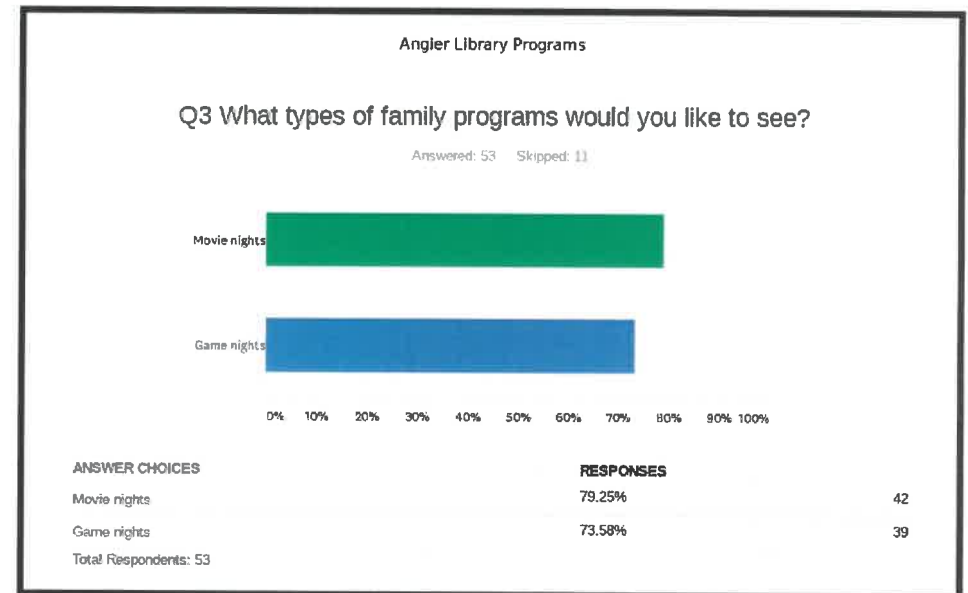
Youth Programming

- Chess/Checkers club
- Tutoring options
- Youth book club
- School year craft club



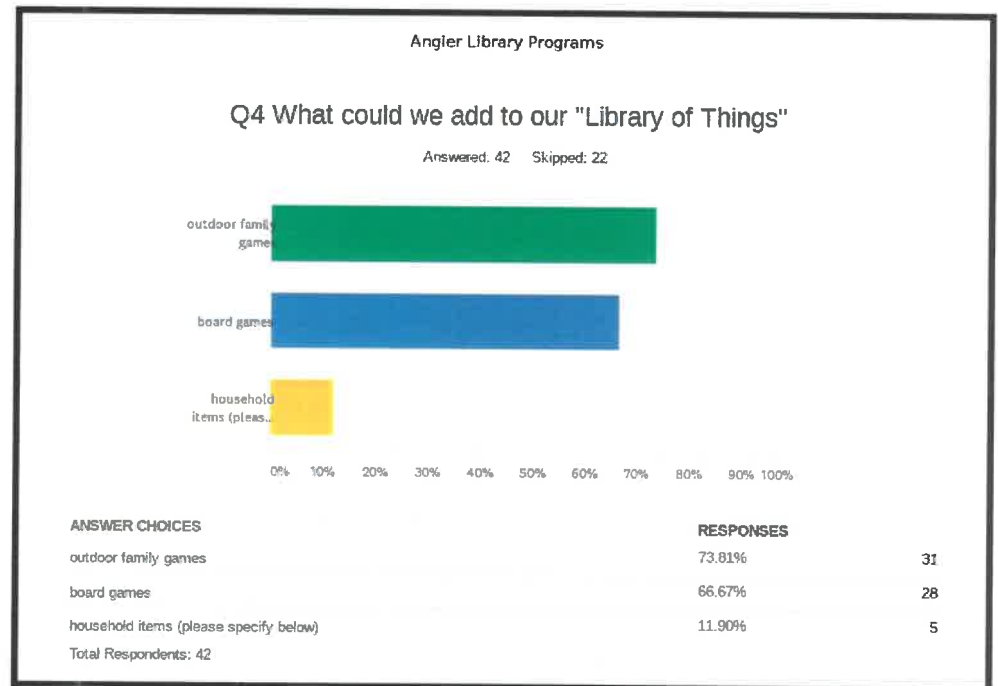
Family Programming

- Game nights
- Movie nights



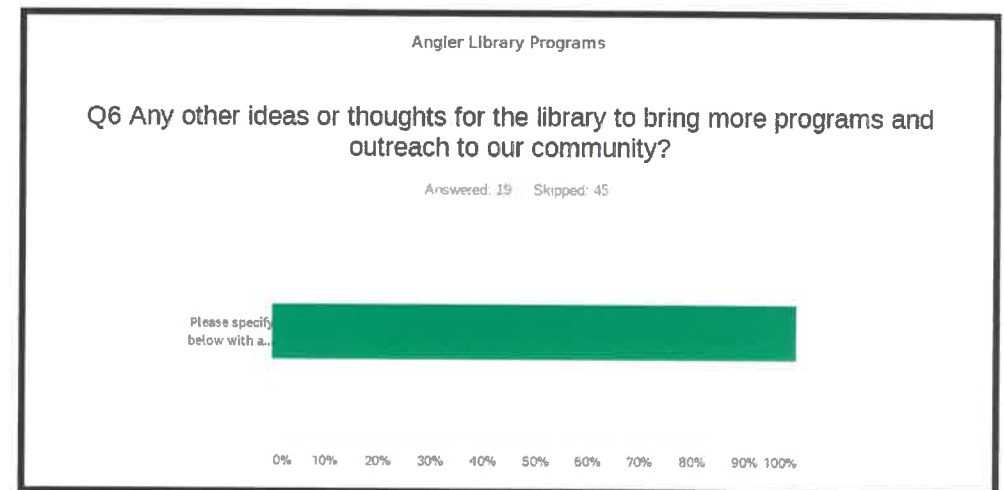
Library of Things

- Outdoor family games
- Board games
- Household items



Other Ideas

- Expanded hours
- Homeschool events
- Mobile delivery/pickup
- Bringing in speakers/authors
- Senior activities, workshops



Moving Forward

- Utilizing grant funds, donations, and our normal operating budget, we will begin to put together our fall programming
 - New programs will be offered for all ages, with a goal of reaching more of our community, as well as bringing in people from outside Angier
 - Utilizing items for multiple purposes will be key in being able to offer as much as possible with the funding available
-

CONSENT AGENDA



Town of Angier Board Retreat Summary

Produced by Triangle J Council of Governments

March 2021

Facilitators: Ben Hitchings, Green Heron Planning. Lee Worsley, Triangle J Council of Governments. Alana Keegan, Triangle J Council of Governments

Board Attendees – Commissioners Mike Hill, Loru Hawley, Alan Coats, and George Price; Mayor Bob Smith.

Staff Attendees: Gerry Vincent, Town Manager. Hans Kalwitz, Finance Director. Katy Warren, Library Director. Derek McLean, Parks and Recreation Director. Bill Dreitzler - Town Engineer. Sean Johnson, Planning Director. Arthur Yarborough, Police Chief. Jimmy Cook, Public Works Director. Veronica Hardaway, Town Clerk. Heather Keefer, Community Development. Melissa Wilder, Human Resources Officer.

Day One: Planning for Growth

Group Exercise

The day started with a group activity to brainstorm and reflect on growth for the Town. All participants were asked to provide answers to three questions. Questions and answers are below:

1. What are opportunities for growth?

Leveraging our location and making it special. Adding to community diversity. Building a flourishing economy and Town finances.

2. What are key issues due to growth?
3. What makes Angier special?

Presentation of the Growth Audit

Ben Hitchings, Principal at Green Heron Planning, presented an audit of the Town's growth. Prior to the retreat, Ben met with staff, community partners, and Town residents to discuss changes and growth patterns, get a better understanding of key challenges, and identify ways the Town could be proactive.

- 30% of residents are under the age of 18%. The town is younger, and more diverse, than the County and State.
- 2/3 of homes in Angier are owner occupied.
- There is less access to broadband in Angier than the County and State.

- Twice as many residents leave for work, as people that come into town for work.
- Over the past two decades, there has been a drastic increase in parks and recreation participation. Today, almost half of participants are from outside of Angier.

Mayor question and answer: *Of the 15551 lots approved, how many are captured in current flow projections? Roughly 350. During the summer and winter time, the numbers vary but this is average.*

Most pressing growth issues:

Infrastructure capacity, strengthening Angier's downtown, paying for growth, preparing for the 55-bypass, organizational planning, and leveraging partnerships.

The following were potential opportunities for the Town that Ben identified for each growth issue.

1. Ensure infrastructure to support growth.

- Solidify water and sewer expansion plans.
- Maximize investments from other partners (CAMPO and NCDOT), such as LAPP projects or others.
- Adopt and implement Complete Streets policy. This would help create a strategic framework for prioritizing and submitting projects for funding programs. Create a systematic approach so that the Town never misses an opportunity to tap funding sources.
- Wireless telecom master plan/ordinance – The Town can make it easiest to add towers in areas that are most important for service. Best practice: Locate them on Town Facilities and receive additional sources of revenue.

2. Strengthen Angier's core.

- Continue locating facilities downtown.
- Invest in streetscape improvements to encourage walking.
- Expand efforts to tell the Town story.
- Re-energize downtown programming.

3. Find ways to pay for growth.

- Update standards in ordinance by raising infrastructure standards or collect payment in lieu. Use these funds to cover costs or match for projects.
- Conduct peer review of transportation impact analysis provided by developers for specific projects to verify analysis and have developments contribute their fair share to covering the cost of new transportation facilities.
- Consider full cost recovery for plan review fees. Benchmark against fees charged by surrounding communities.
- Consider establishing a stormwater utility to manage the cost of flood mitigation.

Commissioner questions and answers: *How would the Town manage the financial side of the utility and what would the revenue be used for? You can set up a capital improvement plan to use the funding. It means you are generating revenue that has a specific purpose. Use EFC calculator for the utility rate.*

4. Continue planning for NC-55 Bypass.

- Go and see what is happening along bypasses in nearby communities to see what you like and don't like.
- Update ordinances to support desired outcome.

5. Accelerate internal planning for growth.

- Use projections of your growth in a financial plan.
- Develop staffing plan for growth.

6. Advance strategic partnerships.

- Support your entrepreneurs.
- Think through agreements and arrangements with the County, and advance a mentality that focuses growth in the municipalities. Look to neighboring counties for guidance on this best practice.
- Consider starting a practice of making an annual visit to other communities to see how they're managing growth, and identify lessons learned to bring back to Angier.

Identifying Opportunities and Next Steps

Advancing strategic partnerships

1. Key issues
 - a. Money.
 - b. Trust and common goals.
 - c. Reciprocity
 - d. County relationship that extends beyond contracts to partnership and cooperation. Tensions over development and revenue continue to hamper growth.
2. Key opportunities
 - a. Leveraging existing relationships in partnering organizations, such as Harnett County.
 - b. Wake County and CAMPO although they are mainly focused on transit.
 - c. TJCOG (feel more comfortable there! Yay!)
 - d. Population growth that will create leverage with the County.
 - e. Leveraging outside funding and other sources.
 - f. Emerging leadership opportunities for the Town.
3. Next steps
 - a. Strengthen county relationship - Strategic conversation on vision and goals; conduct a mini retreat with County board or annual meetings; develop a plan to get the County on the same page; continue extending partnership to County; develop communication that conveys benefit of partnership.
 - b. Identify non-government strategic partners.
 - c. Advocate for Angier.
 - d. Continue staff dialogue and planning.
 - e. Think through ways to leverage Wake relationships.
 - f. Strengthen relationship with the State.

Infrastructure

- Key Issues
 - Money! Need ways to increase stability through grants or utility funds, etc.
 - Traffic and congestion.
 - The division of roles between NC DOT and the Town.
 - Aging infrastructure - what we have, what needs to be maintained, and what we need to build. Town must find ways to reduce sprawl, prioritize, and act.
 - Keeping an eye to the future. Need to be planning 10-20 years to the future.

- Stormwater and drainage (and flooding!)
 - Facility space – Cramped and overused town buildings, limited staff space or office space, and dangerous structures.
 - Need for developer-driven infrastructure.
 - Safety for citizens. (crossing roads, etc.)
 - Infrastructure issues that the Town has no control over.
- Key Opportunities
 - Replace Gerry's ceiling.
 - Growth that will help fund projects.
 - Leveraging grants.
 - Use existing funds now.
 - Building adequate infrastructure will promote growth.
 - Growing tax base will help fund infrastructure needs.
 - Sustainability, placemaking, and livability to improve quality of life.
 - Coordinating upgrades to be most efficient with resources.
- Next Steps
 - Act on items that have enough Board votes.
 - Develop a funding plan with moderately aggressive projections.
 - Leverage a combination of revenue increases and bonds/loans.
 - Focus on maintaining service and planning for emergency.
 - Get a better understanding of planning needs to guide strategy – master plans, land development, capital planning.
 - Finalize a board philosophy on funding – no tax increase, lots of grants, focus on revenue, etc.
 - Move forward on new Town Hall.
 - Finalize feasibility studies for plans and prioritization.
- *Important to capture the question about the difference between fund balance and the need for increased water utility rates. How do we help communicate this?*

Paying for Growth

- Key issues
 - Not understanding all options (legal and creative) of funding sources to leverage.
 - Being afraid to increase taxes.
 - Funding projects.
 - Public outreach and education. How do you help them understand the need and the reason for decisions?
- Key opportunities
 - Taking advantage of low interest rates and low-interest long-term loans, and bonds.
 - Growth helping to pay for itself.
 - Utilizing fund balance for non-recurring but critical items; not being afraid to use it.
 - Public-private partnerships.
 - Supporting existing and locally owned businesses.
 - Leveraging what the Town already has.
- Next Steps
 - Identifying next steps to use fees in lieu, water and sewer rates, specialized fees.
 - Set priorities and understanding of what is needed.
 - Identify a collaborative way forward on the issue for the Board.

- Trust staff with implementation.
- Rely on studies underway.
- Market and communicate funding and rate changes clearly.
- Identify and move forward with strategies for generating matching funds. (e.g., CBDG, vehicle registration fees)
- Showcase projects that do well to showcase competent and successful government.

Techniques that generate money (tax, fee, grant, payment). Financing (loans, bond issues).

Downtown

- Key Issues
 - Lack of redevelopment – too many empty buildings, property owners with no vision, and little private investment.
 - Infrastructure – Need for streetscape work, deterioration of sidewalks, parking challenges, poor lighting, and not walkable.
 - Community-focus – Need more places for youth and community gatherings. Not attractive or designed for families.
 - Code enforcement – cleanliness and trash concerns.
 - Limited focus on the gateway
- Key Opportunities
 - Promoting entrepreneurs
 - Attracting foot traffic downtown
 - Create a destination, a reason to stay downtown.
 - A decrease in traffic once the bypass is built.
- Next Steps
 - Rebuild relationships with the merchants.
 - Identify and move forward with the plan to improve streetscape in downtown.
 - Apply for façade grants.
 - Install art downtown.
 - Encourage shop local incentives.
 - Consider grants or incentives from the town for downtown businesses and investors.
 - Consider creating a special tax district (Municipal Service District).
 - Follow through with parking lot projects.
 - Implement additional safety measures.
 - Conduct a business and/or customer survey.

Planning for the 55-Bypass

- Key issues
 - Zoning control around the bypass.
 - No Town control of construction timeline or start time.
 - Roughly 24,000 feet of water lines that will need to be financed.
 - The potential impact to the core and draw away from local businesses.
- Key opportunities
 - Impact on traffic and less congestion downtown; more people with a purpose through town.

- Incredible opportunity for commercial growth, industrial growth, monthly sales, and tax distribution, and added tax base.
- Next Steps
 - Install water along the bypass to concentrate development.
 - Partner with Harnett County and EDPNC and NC Commerce
 - Certify sites for development, with areas focused on industrial growth.
 - Stick to the Town's vision for development.

Diversity

- Key Issues
 - Lack of minority and representation in government, on Town boards, and generally engaged.
 - Growth potentially pushing out certain populations.
 - Finding ways to show support for everyone who calls Angier "home".
 - Language barriers and translation issues.
 - Making new populations feel welcome.
- Key Opportunities
 - Reach out using advisory boards.
 - Add new perspectives.
 - Create a more unified town.
 - Expand multicultural programs and participation.
 - Get input from populations affected by the town to ensure inclusion.
- Next Steps
 - Focus on adding inclusion to Town boards.
 - Encourage diversity.
 - Makes sure programs represent Town's diversity.
 - Ensure language issues are addressed, potentially through a language or diversity, equity and inclusion plan.
 - Consider a diversity committee.
 - Reach out to influential leaders in ethnic communities to bring everyone together.

Day Two: Department Budget Considerations

Financial Overview

We are financially strong but need to act and leverage existing funds to address growing needs.

Our actual and projected budget numbers are relatively consistent, which is ideal. The Town routinely receives more revenue than projected and spends less than budgeted. On average there is a \$124,000 positive gap between expenditures and revenues. Property tax is projected to double in the next seven years.

The fund balance is currently 94% of 2020 budget. Town policy requires 50%.

The Town continues to spend far less than what is budgeted for water and sewer enterprise fund. However, the net position is declining.

Commissioner questions:

- *Why do we want to maintain water and sewer, instead of having the County do it? Cost of independence. All plans and development would be controlled by county.*

- *How did COVID affect the revenue for water and sewer? Some impact, but most of changes have been in FY21. Changed meters has saved money and increased accuracy.*
- *What do you use fund balance for? Only for one-time expenses, not reoccurring.*

Library

The library team reacted quickly to COVID by shifting budgeted programs to find virtual and/or innovative ways to reach the community. In the coming year, this will include summer reading programs, take-away projects and crafts, performers, movie nights, and STEM programs supported by the State.

The department is still waiting on several grant decisions but plans to build the recent momentum around the LEGO club and senior programming.

Commissioner questions:

- *Can you let senior citizens “read” to the kids?*
- *If there was one thing you would like to see or need, what would it be? Help promoting our programs.*
- *Would you come to the Kiwanis club to speak?*

Parks and Recreation

The new budget request will include funds to add fencing and mulch for Town parks, a pickleball court due to community requests, and potential development of a dog park.

Staff will be applying to the PARTF program, which funds Parks and Recreation projects across the State, for a community building.

Commissioner Questions:

- *Please put in someone on the weekends.*
- *When do we move forward on planning out the community center? We need it to be multi-use and flexible. Requests: kitchen facility, places to store materials and chairs, etc. for public events. We need to plan how we afford it, the design of it, etc.*
- *Would it be better to wait until we find a new piece of land in the city limits? Potential partnership with a property owner for 10 acres.*
- *Can you bring Booster Club folks to work session?*

Planning

Population estimates show Town population will exceed 10,000 in 2030, based on currently approved lots. The department will continue needing to increase staff and service offerings. In the past year, a large increase in permits required increase staffing. Current building inspections staff member conducts 15-20 per day.

An estimated \$6.1 million will be added to the Town’s Water and Sewer Fund from new development, which can help pay for Harnett County’s upgrade. Permit revenue will be added to the general fund.

The department plans to continue amending plans, focusing on code enforcement, identifying, and applying for grants, and encouraging private investment.

Commissioner Question: What do we pay the County for planning support? Less than 40k.

Police Department

In the past year, the department added two officers, ensuring there was always a detective on shift. Staff are the most important asset and are dedicated to working for Angier.

The current facility is a huge challenge for the department and presents a large liability for the Town, with Town employees located close by and in the same building as arrested individuals.

The Chief will need a civilian administrative assistant soon.

Public Works

The department continues to juggle aging infrastructure that must be maintained and replaced, with additional facilities that need to be added. Maintenance costs are increasing as infrastructure ages, resulting in less work on newer construction. The department currently has 10 employees who work with the Planning department to review every new lot and updated plans, inspect in the sewer lines. The department continues to handle most of the work internally to reduce costs for external contracting. Recent work included installing automated water meters and mapping the entire sewer system.

Water Capacity

The Town is at roughly 58% usage of existing capacity and has between 7-10 years before capacity is maxed out.

Recent studies have evaluated partnering with Fuquay-Varina to bring water from Sanford and leveraging the Erwin plant. There is remaining ambiguity from the County on an update to their system and its timeframe, which must be considered for Angier projects. The Town is also considering buying additional treatment capacity.

Commissioner questions: Will water and sewer capacity be chokeholds to growth soon? Please put a future workshop on the agenda on the stormwater utility fee.

CIP

At an upcoming meeting, the Board will receive a report from Davenport with recommendations for financing options. FY2024 would be the beginning of debt service for a newly developed Town Hall. Rates are lower than 2% and Davenport has experience going through the process with USDA, which takes about 6-8 month.

Town Hall Process, if approved

- a. Staff relocation – Police would work in the parks & rec building; other staff would relocate to library. Planning and administration would move to public works. Security concerns for police evidence and internet access will need to be addressed.
- b. Hire a contractor at risk – This is recommended, as it hires a contractor and architect simultaneously to ensure the design is feasible.
- c. Finalize funding– The Town has price estimates from the architect, \$318 per square foot. Designs have gone through three revisions, with revisions and changes by each department head to accommodate staff and growth. Davenport will likely recommend using part of the fund balance. The remainder of the cost will be financed with USDA over 40 years.

Commissioner questions: Will the interest rate change over time? It is locked in at the initial rate. This is a reason to move forward. It is no longer a phased project? Correct, the contractor said it was not cost-effective.

Property for Sale

Lot 39 is the one needed for the parking lot sale. Value is \$200,000 for all three lots. Plan to demolish those two houses and put in paid parking. Goal: improve public parking and support the sidewalk project going between 32-40. Entrance off Lillington street with curb and gutter. Would you pave that driveway? We would have to purchase it.

CBDG Project

This would be a comprehensive infrastructure project including sidewalk, drainage, and sewer, in Ward 3 due to income limits. In advance of applying for the funding, the Town would need to conduct initial feasibility studies to understand engineering issues. Housing would be included in a second project phase. a Phase 2. What percentage of this area is rental vs. owned? Ultimately, the Town would need assistance reaching immigrant communities in the Ward, understanding ownership and housing rights, and overseeing administration of the grant.

Unowned Alleyway

The Town is looking into legal options for purchasing the alley and adding it to the Depot Square. No decisions can be made about the property until the Town owns it.

Utility Rate Study

The rate study will focus on maintaining existing and future projects, and ensure we maintain a steady fund balance. The study will identify viable rates that the town can move forward with.

Question: Staff have previously lot behind the caboose. What is current status, and can we move forward on Farmer's Market proposal?

Board Actions Taken

Commissioner Price made a motion to allow the Town Manager to move forward on buying a new town hall, with financing decisions to be made at a later date. Unanimously approved.

Commissioner Hawley made a motion to give the Town Manager the authority to act on behalf of the Town to propose and investigating needed action for CBDG grant. Unanimously approved.

Commissioner Price made a motion to direct the Town manager to precede with the planning and location of a community center to come back to the board for final approval. Unanimously approved.

Commissioner Price and Mayor Pro-Tem Hawley made a joint motion to authorize purchase of all three properties (for a maximum of \$200,000). Unanimously approved.

Commissioner Hill made a motion to give the Town Manager the authority to evaluate and act on plans for the Farmers Market and/or multipurpose area. Unanimously approved.

**Town of Angier
Board of Commissioners
Tuesday, June 1, 2021, 6:30 P.M.
Angier Municipal Building
28 North Raleigh Street
Minutes**

The Town of Angier convened during a regularly scheduled Board of Commissioners meeting on Tuesday, June 1, 2021, in the Board Room inside the Municipal Building at 28 North Raleigh Street.

Members Present: Mayor Bob Smith
Mayor Pro-tem Hawley
Commissioner Alan Coats
Commissioner Mike Hill
Commissioner Junior Price via *Zoom*

Members Excused:

Staff Present: Town Clerk Veronica Hardaway
Planning Director Sean Johnson
Chief of Police Arthur Yarbrough
Library Director Katy Warren
Finance Director Hans Kalwitz
Parks & Recreation Director Derek McLean
Town Engineer Bill Dreitzler
Town Attorney Dan Hartzog, Jr.

Others Present:

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

Pledge of Allegiance: Mayor Smith led the pledge of allegiance.

Invocation: Mayor Smith offered the invocation.

Board Action: The Town Board voted to approve Commissioner Price to participate remotely via *Zoom*.

Motion: Mayor Pro-tem Hawley

Vote: 3-0; unanimous

Approval of the June 1, 2021 meeting agenda: The Town Board unanimously approved the agenda as presented.

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

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

Public Comment

Ruby Neal, 35A W. Myrtle Drive, voiced her concerns regarding the current road conditions in the Myrtle Grove neighborhood. She requested the Town give serious consideration on repaving and provided a petition signed by neighboring home owners.

Consent Agenda

1. Approval of Minutes

- a. May 4, 2021 – Regular Meeting
- b. May 18, 2021 – Work Session

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

Motion: Commissioner Coats
Vote: 4-0, unanimous

Public Hearings

1. Re-adoption of the Angier Town Code and Zoning Ordinance for NCGS Chapter 160D

Planning Director Sean Johnson stated the North Carolina General Assembly has adopted a new Chapter of the General Statutes that encompasses development related authority granted to counties and municipalities across the state. This new chapter, Chapter 160D, replaces the previous authorizing statutes found in Chapter 160A. Chapter 160D became effective January 1, 2021, and local governments have until July 1, 2021 to amend their Ordinances to comply with the new chapter. The Planning Board has reviewed the proposed changes to Angier's Town Code and Zoning Ordinance at both their April 13th and May 11th meetings, and has unanimously recommended approval. This does not take authority from the Town.

Mayor Smith opened the Public Hearing.

Seeing no one, Mayor Smith closed the Public Hearing.

Board Action: The Town Board unanimously voted to adopt a new Chapter of the General Statutes, 160D, and to update Angier's Town Code and Zoning Ordinance to comply with the authority granted to counties and municipalities across the state.

Motion: Commissioner Hill
Vote: 4-0, unanimous

2. Ordinance Amendment related to Junkyard Screening

Planning Director Sean Johnson stated staff has drafted an amendment to Sections 13.11 and 4.9.3 of the Ordinance related to nonconforming automobile storage, junk yards, and salvage yards. These amendments are intended to allow for Code Enforcement staff to enforce the screening of properties in Angier's jurisdiction which have junked motor vehicles stored that are visible from adjacent properties and rights-of-way. The Planning Board recommended approval of this Ordinance amendment at their February 11, 2020 meeting. The Board of Commissioners held a Public Hearing on April 27, 2020 to consider these amendments, which were tabled for one year due to the pandemic. At the direction of the Board during their May 18, 2021 Workshop, another Public Hearing has been advertised for the June 1, 2021 meeting to reconsider adopting these amendments.

One of the main changes to this Ordinance is these establishments will no longer be permitted to use chain link fences with slats or other supplemental material. A six foot in height opaque fence must be installed in order to comply with the proposed amendment. Nonconforming automobile storage, junk yards, and salvage yards will have six months of the effective date of this Ordinance amendment.

PROPOSED ORDINANCE AMENDMENTS – NONCONFORMING JUNKYARDS AND JUNKED VEHICLE STORAGE

Definition:

Junkyard - An establishment or place of business which is maintained, operated, or used for storing, keeping, buying, or selling junk, or for maintenance or operation of an automobile graveyard. Any lot containing more than three unregistered and nonfunctional (junk) motor vehicles shall constitute a junkyard for the purpose of this ordinance.

Ordinance Section 13.11. - Nonconforming automobile storage, junk yards, and salvage yards.

Nonconforming automobile storage, junk yards, and salvage yards shall provide an opaque buffer in accordance with ~~chapter 7's requirement for outdoor storage~~ Section 4.9.3 no later than ~~one-year~~ six months after the date of notification by the administrator.

Ordinance Section 4.9.3 Junkyards, junked motor vehicles, salvage operations and similar uses.

Junkyards, salvage operations, and similar uses shall comply with the following requirements. Junkyards, salvage operations, and automobile repair services existing at the date of adoption of this ordinance shall be brought into compliance with the requirements included herein within ~~two-years~~ six months of the effective date of this ordinance.

Standard	Junked Motor Vehicles (Existing and New Automobile Services)	New and Expanding Junkyards	Nonconforming Junkyards
Buffer shall be adjusted in height to meet the required height requirement and to ensure maximum screening where the road grade is significantly higher than the required buffer and during all seasons of the year.	X	X	X
Junked motor vehicles shall not be stacked higher than the screening.	X	X	X
Vehicles shall be stored in such a manner that all fire apparatuses and equipment can ingress and egress all areas of the site at all times and be in accordance with all state and federal regulations.	X	X	X
Maximum of two junked vehicles outside of automobile salvage yard or enclosed building, unless otherwise specified.	X		

Junked motor vehicles and parts storage areas shall be screened from view from adjacent property and right(s)-of-way by the following: (all requirements shall be met at time of installation and shall be a minimum six feet in height); an opaque fence at least six feet in height. Chain link fencing with slats or other supplemental screening material shall not be used to meet the requirements of this section.	Opaque fence or row of continuous evergreen shrubs X	"Buffers" article of this ordinance X	Opaque fence or row of continuous evergreen shrubs X
New automobile services that have junked motor vehicles and motor vehicles parts storage areas shall be screened from view from adjacent property and right(s)-of-way.	X	X	X
Junked motor vehicles or parts shall not be stored in the front yard or in the required front yard setback.	X	X	X
Setback from a school, residential structure, religious institution, or place of public assembly existing at application approval, excluding the residence of the owner (s) of such use.		1,000 feet	
Buffering plan shall be submitted in accordance with chapter 7 of this ordinance.		X	
All operations, equipment, junk, and/or inoperable motor vehicles shall be kept within said buffer at all times unless in motion by transportation to and from the site.	X	X	X
Setback for equipment, junk, and/or inoperable motor vehicles from any adjoining property lot line.	20 feet	50 feet	20 feet
Fences shall be designed to reasonably secure the area from unauthorized entry.	X	X	X
Setback from rights-of-way of any public or private road existing at application approval (property line shall be used if no right-of-way).		100 feet	10 feet
The operational area existing at the effective date of the ordinance shall not be expanded, except in conformance with the provisions of this ordinance.		X	X
Motor vehicles, parts, or other junked materials storage prohibited in setback.	X	X	X

Due to expense, the Board had questions regarding how much screening would be sufficient without having to encompass the entire property. Mr. Johnson explained that the owner can designate a specific area on the property for use of storage of vehicles and only that area would need to be screened.

Mr. Johnson stated there are no substantive changes to this amendment.

Board Action: The Town Board voted to approve the Ordinance Amendment related to Junkyard Screening as presented.

Motion: Mayor Pro-tem Hawley; Commissioner Hill

Opposed: Commissioner Price; Commissioner Coats

Mayor to break tie: voted in favor

Vote: 3-2; motion carried

New Business

1. Ordinance to Demolish Dilapidated Dwelling

Planning Director Sean Johnson stated that Code Enforcement staff has been enforcing the minimum housing code against the dilapidated dwelling at 94 S. Cross Street since the case was opened on January 15, 2021. The minimum housing hearing was held on February 18, 2021, after which it was determined the necessary repairs that exceed 50% of the value

of the dwelling. The property owner was ordered to repair or demolish the dwelling within 90 days; deadline: May 19, 2021. Because the property owner failed to repair or demolish the dwelling by the deadline, staff is requesting an Ordinance to Demolish the dwelling. If approved, staff will proceed with soliciting bids from contractors, demolishing the dwelling, and placing a lien on the property for all associated costs to the Town.

Board Action: The Town Board unanimously voted to adopt an Ordinance to Demolish the dilapidated dwelling located at 94 S. Cross Street.

Motion: Commissioner Hill

Vote: 4-0, unanimous

2. Angier Chamber of Commerce Street Closing Request

Mr. Johnson stated the Angier Chamber of Commerce has requested street closings for the upcoming Crepe Myrtle Celebration. The requested street closings are S. Broad Street E from W. McIver Street to W. Depot Street; S. Broad Street W from Church Street to Lillington Street; and a portion of Lillington Street from the Depot property to S. Broad Street E.

Board Action: The Town Board unanimously voted to approve the Angier Chamber of Commerce's request for street closings for the upcoming Crepe Myrtle Celebration September 10th & 11th.

Motion: Mayor Pro-tem Hawley

Vote: 4-0, unanimous

3. Library Board Member Removal

Library Director Katy Warren stated that it was requested by the Library Board that Sheveil Harmon be removed from the Board due to lack of participation in meetings and communication. Ms. Harmon has not been present for the last three meetings and has not responded. The Board understands that there may be other obligations preventing her from attending meetings, but feels it is important to be active for the success of the Library. A letter in regards to missing meetings was sent along with a copy of the bylaws by the Town Clerk on May 3, 2021 without receiving a response in return.

Commissioner Price stated he had spoken to Ms. Harmon and she is not available at the times the meetings take place and requested to be removed from the board.

Board Action: The Town Board unanimously voted to remove Sheveil Harmon from the Library Board of Trustees due to absences and by request.

Motion: Mayor Pro-tem Hawley

Vote: 4-0, unanimous

4. Library Board Appointment

Ms. Warren explained that the Angier Library Board of Trustees is seeking two individuals to serve on their board. The Clerk's office has received two applications from potential members that are wishing to serve on this board.

The Board of Commissioners interviewed prospective candidates Robert Cole and Julie Wills giving a five-minute question and answer discussion.

Board Action: The Town Board unanimously voted to appoint Robert Cole and Julie Wills to the Angier Library Board of Trustees.

Motion: Mayor Pro-tem Hawley

Vote: 4-0, unanimous

5. Budget Amendment #10

Finance Director Hans Kalwitz stated that in order to be consistent with projections discussed during the prior Board meetings and coinciding with objectives set during the Budget Retreat to attain necessary future funding goals, this budget amendment recognizes the revenues received. The actual revenues received have exceeded expectations and will be recognized through this budget amendment. In doing so, we will follow through with increasing an Inter-Fund transfer expenditure line as set in motion from our prior meetings. This amendment will increase the General Fund by \$700,323; thereby allowing a transfer to the General Capital Reserve Fund.

Board Action: The Town Board unanimously voted to approve Budget Amendment #10.

Motion: Commissioner Hill

Vote: 4-0, unanimous

6. Southwest Angier Drainage Study

Town Engineer Bill Dreitzler stated that over the years, the Town has experienced flooding in multiple locations within a drainage basin located generally in the southwest quadrant of town. The flooding in this area has become more frequent in recent years and may occur multiple times each year. Staff advertised for Letter's of Interest (LOI) to provide a hydraulic analysis of the basin, make improvement recommendations and provide an opinion of cost for the improvements. Four submittals were received February 25, 2021. The review team independently evaluated the LOI's and based on an average of scores, selected *Gradient*. Upon selection, staff held a scoping meeting with *Gradient* and they prepared a fee proposal in the amount of \$46,640. This cost has been included in the FY21-22 Budget.

The purpose of the project is to perform a drainage study for the unnamed tributaries to Black River within the southwest Angier area. Ten different concern areas were identified by the Town and are included in the study.

Board Action: The Town Board unanimously voted to authorize the Town Manager to execute the Gradient Fee Proposal in the amount of \$46,640.

Motion: Commissioner Coats

Vote: 4-0, unanimous

Manager's Report

- Department Reports (Informational Items included in Agenda packets)

Mayor Smith reported on the Town Manager's various items that included:

1. According to Tristan Scott, Angier VFW held a steak dinner event to raise funds for the Angier Public Library. The event was very successful and raised approximately \$2,500 for the Library. In addition, the Angier Masonic Lodge will also be hosting a steak dinner event to raise funds for the Library as well. At the conclusion of both events, a photo opt will be scheduled to thank both organizations for their generous donations.
2. The logistics for the new solid waste & recycling contract with Carolina Trash, LLC have been scheduled for the third week in June. Carts by GFL will be emptied and collected, while Carolina Trash will deliver new carts as the replacement for each resident. The contract is effective July 1st.
3. The Town Manager and Finance Director met with the Board of Commissioners last week to review and discuss the Town Manager's Recommended FY22 Budget. Adjustments will be incorporated, as discussed among the Commissioners. The Public Hearing is set for June 15th to receive public comments, which may be also adopted, if the Commissioners have no additional adjustments and/or comments.
4. Harnett County is hosting a "Strong Roots Smart Growth Summit" on June 8th from 9am-12pm at the Harnett County Resource Center and Library (455 McKinney Parkway in Lillington). Please attend if your schedule permits; the Town Manager and Planning Director will be in attendance.

Mayor & Town Board Reports

Adjournment: Being no further business, the Town Board voted unanimously to adjourn the meeting at 8:03pm.

Motion: Mayor Pro-tem Hawley

Vote: Unanimous, 4-0

Robert K. Smith, Mayor

Attest:

Veronica Hardaway, Town Clerk

**Town of Angier
Board of Commissioners
Work Session
Tuesday, June 15, 2021, 6:30 P.M.
Angier Municipal Building
28 North Raleigh Street
Minutes**

The Town of Angier convened during a regularly scheduled Board of Commissioners Work Session meeting Tuesday, June 15, 2021, in the Board Room inside the Municipal Building at 28 North Raleigh Street.

Members Present: Mayor Bob Smith
Mayor Pro-tem Loru Boyer Hawley
Commissioner Alan Coats
Commissioner Mike Hill
Commissioner George Junior Price

Members Absent:

Staff Present: Town Manager Gerry Vincent
Town Clerk Veronica Hardaway
Planning Director Sean Johnson
Chief of Police Arthur Yarbrough
Public Works Director Jimmy Cook
Library Director Katy Warren
Parks & Recreation Director Derek McLean
Finance Director Hans Kalwitz
Town Attorney Dan Hartzog Jr.

Others Present: Ted Abernathy, *Economic Leadership, LLC*

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

Pledge of Allegiance: Mayor Smith led the pledge of allegiance.

Invocation: Mayor Smith offered the invocation.

Approval of the June 15, 2021 meeting agenda: The Town Board unanimously approved the agenda with the following amendments: add Budget Amendment #11 as Item #3; Homelessness Issue as Item #4 and Closed Session Item pursuant to 143-318.11 (a) (3) to consult with the Town Attorney.

Board Action: The Town Board unanimously approved the June 15, 2021 meeting agenda as modified.

Motion: Mayor Pro-tem Hawley

Vote: Unanimous, 4-0

Business Items

1. Public Hearing regarding the FY2021-22 General & Utility Fund Budgets

Town Manager Gerry Vincent presented the recommended FY2021-22 General & Utility Fund Budgets. He advised that the ad valorem tax rate will remain the same at \$.53 per one hundred dollars valuation of property listed. The General Fund Budget is recommended at \$5,071,376 which is a 2.1% increase over last year. The Utility Fund Budget is recommended at \$4,133,799 which is a 14.6% decrease over last year. A cost of living adjustment to be effective July 1st at 3%.

Mayor Smith opened the Public Hearing.

The Board had discussion regarding employee gym memberships and it was the consensus of the Board that this item remains omitted. DOT will be cutting Hwy 55 every five weeks and Public Works will be cutting in between that time.

Seeing no one, Mayor Smith closed the Public Hearing.

Board Action: The Town Board voted to adopt the FY2021-22 General & Utility Fund Budgets and Budget Ordinance.

Motion: Commissioner Hill

Opposed: Mayor Pro-tem Hawley

Vote: 3-1; motion carried

2. Presentation of the Angier Economic Development Strategic Plan 2021

Ted Abernathy with *Economic Leadership, LLC*, gave a presentation on Angier's 2021 Economic Development Strategic Plan.

Angier's Economic Development Strategic Plan presents 27 strategies organized around five topic areas: Downtown, NC 55 Bypass, Quality of Life & Amenities, Infrastructure, and Business Development. The NC 55 Bypass project provides an opportunity for growing the town's tax base, jobs, and building a larger residential base to support the downtown.

At this point Angier does not have the resources to conduct marketing to attract new businesses, but as it prepares for future opportunities (like the bypass) you can expect the following clusters to be important to the county and to Angier:

- Education & Knowledge Creation
- Agriculture Inputs & Services
- Automotive
- Construction Products and Services
- Downstream Metal Products

Board Action: The Town Board unanimously voted to adopt the Economic Development Strategic Plan as presented.

Motion: Mayor Pro-tem Hawley

Vote: 4-0, unanimous

3. Budget Amendment #11

Finance Director Hans Kalwitz stated the Library Department has received, among a few other donations, \$2,080 and \$2,482.70 from the Masonic Lodge and VFW (Post 6983) respectively. As discussed in prior meetings, this is a restricted revenue to the Library Department and will carry forward into FY 2022. The Planning & Inspections Department has received \$1,200 for fees rendered regarding demolition. Understanding diligent efforts by Code Enforcement and ambitious aspirations to vigilantly maintain proper Town appearance, the Code Enforcement expenditure line will have allowable spending increased as well. Throughout FY 2022, and understanding this as best practice, such budget amendments will be prevalent. This amendment will increase the General Fund by \$5,837; \$4,637 and \$1,200 for the Library and Planning Departments.

Board Action: The Town Board unanimously voted to approve Budget Amendment #11.

Motion: Commissioner Price

Vote: 4-0, unanimous

4. Homelessness in Town

Commissioner Price addressed the Board his concerns regarding the large number of homelessness in the area. He communicated that there should be more resources out there for these groups.

Melanie Stewart spoke to the Board about her program called the “*Underground Railroad*” that helps the homeless with essentials such as tents, food, clothes, blankets, etc. all over the county. She requested that Angier assist in some way whether it be a shelter of some sort or call center.

The Board deferred this item to the Town Manager to research.

5. Closed Session

Board Action: The Town Board unanimously voted to go into Closed Session pursuant to 143-318.11 (a) (3) – to consult with the attorney; 143-318.11 (a) (4) – Location or expansion of Industries or other Businesses; 143-318.11 (a) (5) – Acquisition of real property; and 143-318.11 (a) (6) – to discuss a personnel matter at approximately 8:15pm.

Motion: Mayor Pro-tem Hawley

Vote: 4-0, unanimous

Board Action: The Town Board unanimously voted to reconvene in open session at approximately 10:17pm.

Motion: Commissioner Price

Vote: 4-0, unanimous

Adjournment: There being no further business, the Town Board voted unanimously to adjourn the meeting at 10:18pm.

Motion: Mayor Pro-tem Hawley

Vote: Unanimous, 4-0

Robert K. Smith, Mayor

Attest:

Veronica Hardaway, Town Clerk

NEW BUSINESS



Board of Commissioners Agenda Report

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

MEETING DATE: July 6, 2021
PREPARED BY: Gerald D. Vincent, Town Manager ICMA-CM *GV*
ISSUE Construction Manager @ Risk Process (Town Hall/Police Station)
CONSIDERED:
DEPARTMENT: Administration

SUMMARY OF ISSUE: As we begin the process to design and construct a new Town Hall/Police Station, there are many different ways of bidding out this type of project such as the “low bid” concept, which is not advantageous to Angier. In my experience, the Construction Manager at Risk CM@R) process allows the General Contractor and Owner (Town) opportunities to discuss changes for cost-effective efficiencies that are not allowed in the low bid process. The CM@R methodology offers the Owner (Town) the greatest benefit in terms of construction value for the dollar. This project delivery also allows the Owner the greatest degree of flexibility in determining specifics of design. The CM@R contract format has become increasingly popular as it offers the Owner the preconstruction expertise of a construction partner that is ultimately involved in the construction of the project. And lastly, as I visited a number of newly constructed town halls in the region, these municipalities, in hindsight, wished they have utilized this process.

FINANCIAL IMPACT: There is no financial impact.

RECOMMENDATION: Authorize the Town Manager to proceed with the Construction Manager at Risk process, as submitted.

REQUESTED MOTION: I recommend authorizing the Town Manager to proceed with the Construction Manager at Risk format, as recommended.

REVIEWED BY TOWN MANAGER: *Gerry Vincent*

Attachments: *Draft RFQ for CM@R Process*



Town of Angier

www.angier.org

Robert K. Smith
Mayor

Gerry Vincent
Town Manager

Veronica Hardaway
Town Clerk

Request for Qualifications (RFQ)

for

Construction Manager at Risk (CM@R) Services

for

**Town of Angier Town Hall/Police Headquarters
July XX, XXX**

Draft

Request for Qualifications

Table of Contents

- Introduction
- Project Details
- Construction Manager @ Risk Expectations
- Qualification Package Evaluation Criteria
- Submittal Requirements
- Submittal Information
- Additional Information
- RFQ Review and Selection Process Timeline\Contacts\Further Information

Introduction

The Town of Angier, North Carolina ("Town") is seeking qualification statements from firms offering Construction Manager at Risk (CM@R) services for the proposed "Angier Town Hall and Police Headquarters" project. Services may include: review of structural, mechanical, plumbing, electrical, and architectural drawings being prepared by the project architect, Oakley Collier Architects, PA ("Architect"), together with site/civil plans; coordination of project bidding with project architect; selection of sub-contractors; oversight of construction, coordination with Architect, and Town Manager.

Project Details

The Town is currently in the design phase for an approximately 20,180 square feet Town Hall and Police Headquarters building on approximately 0.52 acres, addressed at 55 N. Broad Street W. The site, of which the boundaries are set as PID 040673 9007 and 040673 9006, is depicted on the accompanying document.

The preliminary project schedule for this project is as follows:

Task	Target Completion Date
-------------	-------------------------------

Building and Site Design Phase

Building Image and Sustainability

Conceptual Design Options

Public Presentation of Need (Existing Conditions v. New Space/Design Layout)

Final Schematic Design & Approval of CM@ Risk Contract

Building Systems and Finishes

Final Design Development

Final Construction Documents-Site and Foundation

Final Construction Documents-Remainder

CM@ Risk Bidding Phase

Pre-Qualify Potential Bidders-Site Package

Advertise Project/Permit Submittal-Site package

Mandatory Pre-Bid Meeting-Site Package

Opening of Bidder Q&A Period-Site Package

Pre-Qualify Potential Bidders-Building Package

Close of Bidder Q&A Period-Site package

Bid Opening-Site Package

Advertise Project/Permit Submittal-Building Package

Opening of Bidder Q&A Period-Building Package

Mandatory Pre-Bid Meeting-Building Package

Close of Bidder Q&A Period-Building Package

Bid Opening-Building Package

Construction Begins

Construction Complete

****This schedule will be revised immediately following the selection of the CM@R****

CM@R Expectations

The specific expectations of the selected CM@R for this project will be defined in the contract documents. However, at a minimum the following services and responsibilities are anticipated:

1. Advise and consult on certain aspects of project design and planning.
2. Serve as General Contractor.
3. Manage the construction phases.
4. Establish parameters for quality, cost and time.
5. Provide constructability reviews and cost analyses.
6. Prepare bid packages.
7. Prepare conceptual and detailed estimates.
8. Develop a phasing and sequencing plan.
9. Utilize industry best practices to ensure constructability of design while minimizing cost and schedule.
10. Prepare the overall project schedule and provide periodic detailed updates.
11. Establish and maintain all quality control standards.
12. Will provide a Guarantee Maximum Price (GMP).

Qualification Package Evaluation Criteria

Qualifications Packages will be evaluated on the firms' ability to meet the requirements of this Request for Qualifications (RFQ). Some heavily weighted, specific evaluation criteria, among other factors, will include:

1. The firm's experience in providing similar services for similar projects;
2. Ability to meet established schedules;
3. Qualifications and abilities of key individuals identified in the Qualifications Package;
4. References;
5. An office in the Raleigh/Research Triangle Region; and
6. Qualifications package appearance and presentation.

Submittal Requirements

The Town invites all interested and qualified firms to submit qualification statements for CM@R services for the Angier Town Hall and Police Headquarters Project. If your firm would like to be considered for providing the required services, please submit the following:

1. One (1) bound original Qualifications Package. Please identify as the original.
2. Five (5) bound copies of your Qualifications Package.
3. One (1) flash drive with proposal in PDF format.

Qualifications packages should be addressed to:

Gerald D. Vincent, Town Manager, P. O. Box 278, Angier, NC 27501 (55N. Broad Street W., Angier, NC 27501 is the physical address)

Each firm is solely responsible for the timely delivery of its Qualifications Package. All Qualifications Packages must be received by 4:00 pm on **XXXX XX, XXX**. No Qualifications Packages will be accepted after this deadline. **Firms accept all risks for late delivery of Qualifications Packages regardless of fault.**

All pre-submittal questions are to be address to Gerald D. Vincent, Town Manager by telephone at 919.331.6700 or email at gvincent@angier.org.

Submittal Information

Any firm that would like to be considered for this project must submit the following information as part of their statement of qualifications.

1. A signed cover letter from a principal in the firm expressing interest in the project and certifying that sufficient resources in personnel, equipment and time are available and can be committed to this project.
2. A statement of the firm's philosophy, goals, vision statements and/or justifying guiding principles.

3. Examples or statements of previous work completed by the firm and staff that will be involved in this project, that are similar in nature to the scope of work proposed for this project. This should include significant challenges faced (anticipated and unanticipated), project timelines, budgeted vs. expended funds, awards or recognitions received, or other information that may prove useful in evaluating the described project.
4. Short resumes or bios of professional staff that would be involved in project design and management.
5. References from recent clients particularly from those involved in a similar project.
6. Similar information to that above for sub-contractors, consultants or partners anticipated to be involved in this project.
7. An outline of the proposed process to be used for the services to be rendered, including expected outcomes, time lines, and deliverables detailed for each critical phase.
8. Availability of key personnel to be dedicated to the project through completion of project.
9. Assumptions and expectations regarding Town staff cooperation and assistance.
10. Plans to encouraging local participation of vendors, sub-contractors and other service providers for the project.

Additional Information about this RFQ

Public Records

In submitting a Qualifications Package, each firm agrees that the Town may reveal any trade secret materials contained in such response to all Town staff and Town officials (including Mayor & Board of Commissioners) involved in the selection process and to any outside consultant or third parties who serve on the Selection Committee or who are hired by the Town to assist in the selection process. Furthermore, each firm agrees to indemnify and hold harmless the Town and each of its officers, employees and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the firm has designated as a trade secret. Any firm that designates its entire Qualifications Package as a trade secret may be disqualified from the selection process.

Conditions, Clarifications, and Reservations

- a. The Town expects to select one or more firms, but reserves the right to request substitutions of sub-consultants.
- b. Town reserves the sole discretion and right to reject any and all responses received with respect to the RFQ and to cancel the RFQ process at any time prior to entering into a formal agreement. The Town further reserves the right to request additional information or clarification of information provided in any response. The Town also reserves the right, but is under no obligation, to waive technicalities and informalities.
- c. All responses at this RFQ shall be the property of the Town of Angier.
- d. Performance and payment bonds will be required by the formal agreement for CM@R services. As part of the qualification process the Town may require a letter from your

bonding agency or other verification the Town deems appropriate which discloses your firm's current bonding limit and rating.

RFQ Review and Selection Process Timeline

1. A timeline will be determined at a future date
 - a. RFQ Advertised and Distributed
 - b. Qualification Packages Due
 - c. Town Selection Process to Short-list Firms
 - d. Interviews
 - e. Staff to Present Recommended Firm
 - f. Town Board of Commissioners Selection of Firm
 - g. Final Contract Prepared
 - h. Town Board of Commissioners to Approve Final Contract
 - i. Final Contract Executed/Notice to Proceed

Contacts/Further Information

The Town of Angier appreciates your interest in providing services for this important project.

For further information or questions regarding the content of this Request for Qualifications, please contact:

Gerald D. Vincent, Town Manager

Town of Angier, P.O. Box 278

Angier, NC 27501

Office: 919.331.6700, Mobile: 980.230.3590

gvincent@angier.org

For the latest renderings of this project or technical/design questions please contact:

David Griffin, Principle

Oakley Collier Architects, PA

109 Candlewood Road

Rocky Mount, NC 27804


Office: 252.937.2500 Ext. 103

dgriffin@oakleycollier.com



Board of Commissioners Agenda Report

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

MEETING DATE: July 6, 2021
PREPARED BY: Gerry Vincent, Town Manager ICMA-CM 
ISSUE Contract for Architectural Services for the Town Hall/Police Project by
CONSIDERED: Oakley Collier Architects, PA
DEPARTMENT: Administration

SUMMARY OF ISSUE: The attached contract for architectural services is the first step in beginning the process to begin the construction documents process leading to a final design and bidding out the project in the December 2021/January 2022 timeline.

FINANCIAL IMPACT: Costs associated with the contract is submitted at 9% of the construction price, which is a standard percentage.

RECOMMENDATION: Authorize the Town Manager to proceed with the contract, as attached.

REQUESTED MOTION: I recommend adopting the attached contract and proceed with the Town Hall/Police Station Project.

REVIEWED BY TOWN MANAGER: *Gerry Vincent*

Attachments: *Oakley Collier Architects, PA/Contract*

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 30th day of June in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Town of Angier
55 North Broad Street
PO Box 278
Angier, NC 27501

and the Architect:
(Name, legal status, address and other information)

Oakley Collier Architects, PA
109 Candlewood Road
Rocky Mount, NC 27804

for the following Project:
(Name, location and detailed description)

Angier Municipal Facility OCA Project # 20020 A

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

The Owner and Architect agree as follows.

The project consists of a new 20,000 SF, 2-story facility to house a new Town Hall facility, including a large meeting space, Planning/Inspection Department, Administrative Services Department, and a new Police Department. The facility will be built on the existing Town Hall/ Police Department/ Fire Department site, after existing facilities are demolished. It is a phased project.

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1	INITIAL INFORMATION
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3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
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7	COPYRIGHTS AND LICENSES
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12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See attached Programming Summary, (Exhibit E)

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

See attached Conceptual Plans, (Exhibit F)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Construction Budget: \$10,000,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid or CM@R

(Paragraphs deleted)

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Gerald D. Vincent, Town Manager
Town of Angier
55 North Broad Street
PO Box 278
Angier, NC 27501
Telephone Number: 919-331-6700
Email Address: gvincent@angier.org

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

.2 Environmental Engineer:

TBD

(Paragraph deleted)

.3 Special Inspections:

(List any other consultants and contractors retained by the Owner.)

TBD

.4 Surveyor:

TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Ann W. Collier, Principal
David Griffin, Principal
109 Candlewood Road
Rocky Mount, NC 27804
Telephone Number: 252-937-2500
Email Address: acollier@oakleycollier.com
Email Address: dgriffin@oakleycollier.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Stewart Engineering
223 S West Street, Suite 1100
Raleigh, NC 27603

.2 Mechanical Engineer:

Atlantec Engineers, Inc.
3221 Blue Ridge Road # 113
Raleigh, NC 27612

.3 Electrical Engineer:

Atlantec Engineers, Inc.
3221 Blue Ridge Road # 113
Raleigh, NC 27612

.4 Civil Engineer:

The Wooten Company
120 N Boylan Ave
Raleigh, NC 27603

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000) policy limit.

See attached Certificates of Insurance

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§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars (\$ 2,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding,

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including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and

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to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect (Basic Services)
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Architect (Basic Services)
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect (Basic Services)
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Architect (Basic Services)
§ 4.1.1.11 Value analysis	Architect (Basic Services)
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect (Basic Services)
§ 4.1.1.13 On-site project representation	Architect (Basic Services)
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect (Basic Services)
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Not Provided

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	See Exhibit C

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

See AIA Document B101-2017 Exhibit C Description of Additional Services for supplemental services and description.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

See AIA Document B101-2017 Exhibit D Description of Additional Services for supplemental services and description.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

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- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Weekly () visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the

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Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,

(Paragraph deleted)

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

Init.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

Init.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1
(Paragraphs deleted)
Percentage Basis
(Insert percentage value)

Nine (9) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

(Paragraphs deleted)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Unless otherwise noted, Supplemental Services designated in Section 4.1.1 shall be provided as part of the Architects' Basic Services and covered in the compensation for Basic Services. See AIA B101-2017 Exhibit C Description of Additional Services for cost of supplemental services to be provided as additional services (if required).

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

See AIA Document B101-2017: Exhibit A Hourly Billing Rates

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	twenty	percent (	20	%)
Design Development Phase	fifteen	percent (	15	%)
Construction Documents Phase	forty	percent (	40	%)
Procurement Phase	five	percent (	5	%)
Construction Phase	twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See AIA Document B101-2017: Exhibit A Hourly Billing Rates

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;

- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

See AIA Document B101-2017: Exhibit B Reimbursable Expenses Budget

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.5 % monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 **SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

N/A

ARTICLE 13 **SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

2. Other documents:

(List other documents, if any, forming part of the Agreement.)

Certificate of Insurance

AIA D401: Certification of Document's Authenticity

RD Attachment to ASA: RD Instruction 1942-A Guide 27 Attachment #1

Exhibit A: Hourly Bill Rates

Exhibit B: Reimbursable Expenses Budget

Exhibit C: Description of Supplemental Services (Architect) Provided

Exhibit D: Description of Supplemental Services (Owner) Provided

Exhibit E: Program Summary

Exhibit F: Proposed Site Plan & Floor Plans

Lobbying Certification (RD1940-Q Exhibit A-1)

Debarment Certification (Form AD-1048)

NC-RD CF-AIA Exhibit A

Waiver Letter

(Paragraph deleted)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Robert K. Smith Mayor

(Printed name and title)

Ann Collier

ARCHITECT *(Signature)*

Ann W. Collier Principal

(Printed name, title, and license number, if required)

Init.

Additions and Deletions Report for

AIA® Document B101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the 30th day of June in the year 2021

...

Town of Angier
55 North Broad Street
PO Box 278
Angier, NC 27501

...

Oakley Collier Architects, PA
109 Candlewood Road
Rocky Mount, NC 27804

...

Angier Municipal Facility OCA Project # 20020 A

...

The Owner and Architect agree as follows.

The project consists of a new 20,000 SF, 2-story facility to house a new Town Hall facility, including a large meeting space, Planning/Inspection Department, Administrative Services Department, and a new Police Department. The facility will be built on the existing Town Hall/ Police Department/ Fire Department site, after existing facilities are demolished. It is a phased project.

PAGE 2

See attached Programming Summary. (Exhibit E)

...

See attached Conceptual Plans. (Exhibit F)

...

Construction Budget: \$10,000,000.00

...

TBD

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PAGE 3

TBD

...

TBD

...

Competitive Bid or CM@R

~~§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)~~

~~§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204 2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

...

Gerald D. Vincent, Town Manager
Town of Angier
55 North Broad Street
PO Box 278
Angier, NC 27501
Telephone Number: 919-331-6700
Email Address: gvincent@angier.org

...

N/A

...

TBD

~~2~~ Civil ~~2~~ Environmental Engineer:

TBD

~~3~~ Other, if any: ~~3~~ Special Inspections:
(List any other consultants and contractors retained by the Owner.)

TBD

4 Surveyor:

TBD

PAGE 4

Ann W. Collier, Principal
David Griffin, Principal
109 Candlewood Road
Rocky Mount, NC 27804
Telephone Number: 252-937-2500
Email Address: acollier@oakleycollier.com
Email Address: dgriffin@oakleycollier.com

...

Stewart Engineering
223 S West Street, Suite 1100
Raleigh, NC 27603

...

Atlantec Engineers, Inc.
3221 Blue Ridge Road # 113
Raleigh, NC 27612

...

Atlantec Engineers, Inc.
3221 Blue Ridge Road # 113
Raleigh, NC 27612

4 Civil Engineer:
The Wooten Company
120 N Boylan Ave
Raleigh, NC 27603

...

N/A

...

N/A

PAGE 5

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000) policy limit.

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See attached Certificates of Insurance

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars (\$ 2,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.

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§ 3.5.3 Negotiated Proposals

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:~~

- ~~1— facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~
- ~~2— organizing and participating in selection interviews with prospective contractors;~~
- ~~3— preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~
- ~~4— participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

PAGE 11

§ 4.1.1.1	Programming	Architect (Basic Services)
§ 4.1.1.2	Multiple preliminary designs	Not Provided
§ 4.1.1.3	Measured drawings	Not Provided
§ 4.1.1.4	Existing facilities surveys	Not Provided
§ 4.1.1.5	Site evaluation and planning	Not Provided
§ 4.1.1.6	Building Information Model management responsibilities	Architect (Basic Services)
§ 4.1.1.7	Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8	Civil engineering	Architect (Basic Services)
§ 4.1.1.9	Landscape design	Not Provided
§ 4.1.1.10	Architectural interior design	Architect (Basic Services)
§ 4.1.1.11	Value analysis	Architect (Basic Services)
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	Architect (Basic Services)
§ 4.1.1.13	On-site project representation	Architect (Basic Services)
§ 4.1.1.14	Conformed documents for construction	Not Provided
§ 4.1.1.15	As-designed record drawings	Not Provided
§ 4.1.1.16	As-constructed record drawings	Architect
§ 4.1.1.17	Post-occupancy evaluation	Not Provided
§ 4.1.1.18	Facility support services	Not Provided
§ 4.1.1.19	Tenant-related services	Not Provided
§ 4.1.1.20	Architect's coordination of the Owner's consultants	Architect (Basic Services)
§ 4.1.1.21	Telecommunications/data design	Owner

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User Notes:

(1801806948)

§ 4.1.1.22 Security evaluation and planning	<u>Owner</u>
§ 4.1.1.23 Commissioning	<u>Not Provided</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25 Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26 Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27 Historic preservation	<u>Not Provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Owner</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.30 Other Supplemental Services	<u>See Exhibit C</u>

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See AIA Document B101-2017 Exhibit C Description of Additional Services for supplemental services and description.

...

See AIA Document B101-2017 Exhibit D Description of Additional Services for supplemental services and description.

PAGE 13

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Weekly () visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 15

- ~~.5 — implement any other mutually acceptable alternative.~~

PAGE 17

[X] Litigation in a court of competent jurisdiction

...

§ 8.3 Arbitration

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations~~

purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

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N/A

...

N/A

PAGE 19

.1 Stipulated Sum
——— *(Insert amount)*

.2 ——— Percentage Basis

...

Nine (9) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 ——— Other
——— *(Describe the method of compensation)*

...

Unless otherwise noted, Supplemental Services designated in Section 4.1.1 shall be provided as part of the Architects' Basic Services and covered in the compensation for Basic Services. See AIA B101-2017 Exhibit C Description of Additional Services for cost of supplemental services to be provided as additional services (if required).

...

See AIA Document B101-2017: Exhibit A Hourly Billing Rates

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15 %), or as follows:

PAGE 20

Schematic Design Phase	<u>twenty</u>	percent (	<u>20</u>	%)
Design Development Phase	<u>fifteen</u>	percent (	<u>15</u>	%)
Construction Documents Phase	<u>forty</u>	percent (	<u>40</u>	%)
Procurement Phase	<u>five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>twenty</u>	percent (	<u>20</u>	%)

...

See AIA Document B101-2017: Exhibit A Hourly Billing Rates

Employee or Category
PAGE 21

Rate (\$0.00)

See AIA Document B101-2017: Exhibit B Reimbursable Expenses Budget

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15 %) of the expenses incurred.

...

N/A

...

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

1.5 % monthly

...

~~2~~ ~~AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

2. Other documents:

~~(Insert the date of the E203 2013 incorporated into this agreement.) (List other documents, if any, forming part of the Agreement.)~~

Certificate of Insurance

AIA D401: Certification of Document's Authenticity

~~3~~ ~~Exhibits: RD Attachment to ASA: RD Instruction 1942-A Guide 27 Attachment #1~~

~~(Check the appropriate box for any exhibits incorporated into this Agreement.)~~ Exhibit A: Hourly Bill Rates

Exhibit B: Reimbursable Expenses Budget

~~[]~~ ~~AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:~~ Exhibit C: Description of Supplemental Services (Architect) Provided

~~(Insert the date of the E204 2017 incorporated into this agreement.)~~ Exhibit D: Description of Supplemental Services (Owner) Provided

Exhibit E: Program Summary

Exhibit F: Proposed Site Plan & Floor Plans

Lobbying Certification (RD1940-Q Exhibit A-1)

~~[]~~ ~~Other Exhibits incorporated into this Agreement: Debarment Certification (Form AD-1048)~~

~~(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)~~ NC-RD CF-AIA Exhibit A

Waiver Letter

~~4~~ ~~Other documents:~~

~~(List other documents, if any, forming part of the Agreement.)~~

...

Robert K. Smith Mayor

Ann W. Collier Principal

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Ann Collier, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:24:15 ET on 07/02/2021 under Order No. 3017269151 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Ann Collier

(Signed)

Principal

(Title)

07/02/2021

(Dated)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Management Consultants, Inc. P.O. Box 2490 Davidson NC 28036		CONTACT NAME: PHONE (A/C, No, Ext): (704) 799-1600 FAX (A/C, No): (704) 799-2955 E-MAIL: cert@imcipls.com ADDRESS:	
INSURED Oakley Collier Architects, PA 109 Candlewood Road Rocky Mount NC 27804		INSURER(S) AFFORDING COVERAGE INSURER A: RLI Insurance Company NAIC # 13056 INSURER B: Liberty Insurance Underwriters 19917 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 21/22 All Lines Renewal**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PSB0003333	04/19/2021	04/19/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		PSA0001740	04/19/2021	04/19/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		PSE0001959	04/19/2021	04/19/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N N / A		PSW0002542	04/19/2021	04/19/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability		AEX100675-0006	04/19/2021	04/19/2022	Per claim \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**Town of Angier
55 North Broad Street
PO Box 278
Angier NC 27501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ATTACHMENT TO AIA DOCUMENT B101-2017, *Standard Form of Agreement Between Owner and Architect*

The provisions of this Attachment shall delete, modify and supplement the provisions contained in the "*Standard Form of Agreement Between Owner and Architect*," AIA Document B101-2017. The provisions contained in this Attachment will supersede any conflicting provisions of the AIA Document. The term "Agency," as used in this Attachment, shall mean the United States of America, acting through the United States Department of Agriculture.

ARTICLE 3, SCOPE OF ARCHITECT'S BASIC SERVICES

Add the words "and concurrence by the Agency" after "Owner's approval" in subparagraph 3.2.5, subparagraph 3.3.1 and subparagraph 3.4.1.

Delete subparagraphs 3.2.6 and 3.2.7
Add the following subparagraphs:

3.2.6. The Architect shall provide the Owner with the appropriate documentation showing the Schematic Design and the estimated Project cost to the Owner to seek the concurrence of the Agency. When the Owner has accepted and the Agency has concurred on the Schematic Design studies and estimated Project cost, the project Architect may be authorized to proceed with the Design Development Documents.

3.2.7. The Architect shall attend conferences with the Owner, representatives of the Agency and other interested parties as may be reasonably necessary.

3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

3.4.6 The Architect shall certify in writing, to the best of the Architect's knowledge, information and belief, that the Drawings and Specifications are in conformance with the applicable development standard, as defined in Agency regulations furnished by the Owner under subparagraph 5.1.

3.4.7 Prior to advertisement for bids, the Architect shall provide 3 sets of Construction Documents for use by the Owner, the Agency and the appropriate Federal, State and local agencies from whom approval of the Project must be obtained. The reproduction cost of such Construction Documents shall be included in the compensation paid to the Architect, notwithstanding subparagraph 11.8. The Owner shall obtain Agency concurrence with the Construction Documents, estimated Project costs, and authorization to proceed in writing prior to advertisement for bids.

3.5.2 COMPETITIVE BIDDING

Add the following subparagraph to 3.5.2.2:

- .5 furnishing additional copies of the Construction Documents as requested by the prospective bidders, and other interested parties, and owner may charge them a reasonable cost for such copies.

3.6 CONSTRUCTION PHASE SERVICES

Add the following to subparagraph 3.6.1.1 after the words "Contract for Construction": "and the conditions of RD Instruction 1942-A, Guide 27, Attachment 4".

Delete the first sentence of subparagraph 3.6.1.2 and substitute the following:

3.6.1.2 The Architect shall be a representative of and shall advise and consult with the Owner during construction until final payment to the Contractor is paid, and at the Owner's direction during the period of correction of the Work described in the Contract for Construction. The Architect shall furnish architectural services and consultations necessary to correct minor construction defects encountered during such correction period. The Architect shall assist the Owner in performing a review of the Project during the 11th month after the date of substantial completion. Such services shall be furnished without additional charge except for travel and subsistence costs.

Delete the following words from subparagraph 3.6.1.3 after the word, "terminates": "on the date the Architect issues the final Certificate for Payment" and substitute the words "at the expiration of the warranty period described in the Contract for Construction."

Add the following subparagraphs to paragraph 3.6.1:

3.6.1.4 Upon award of the construction contract, the Architect shall furnish to the Owner 2 sets of Construction Contract Documents for execution. The costs of these sets shall be included in the compensation to the Architect notwithstanding subparagraph 11.8.

3.6.1.5 The Architect shall participate in the Preconstruction Conference and shall advise and consult with the Owner and the Agency.

Add to subparagraph 3.6.2.1 following the first sentence, ``Such visits to the site shall be documented in writing on inspection report forms acceptable to the Owner and the Agency. Copies shall be furnished to the Owner, Contractor and the Agency.''

Add the following subparagraph to paragraph 3.6.2:

3.6.2.6 The Architect shall advise the Owner and the Agency of required tests, inspections and test results; shall furnish coordination of such tests and inspections; and shall advise the Owner and the Agency of the results of same. Copies of tests results shall be furnished upon request to the Owner, and the Agency.

Add the following subparagraph to paragraph 3.6.3:

3.6.3.4 The Architect shall obtain Agency concurrence on all Certificates of Payment before payment is made.

Modify subparagraph 3.6.5.1 as follows: Add the following to the end of the subparagraph: ``Preparation of Change Orders which do not substantially affect the Project shall be included in the compensation computed in paragraph 11.1. The Owner, with the assistance of the Architect, shall obtain Agency concurrence in writing for all change orders prior to the performance of the Work.``

Delete subparagraphs 3.6.6.1.1, and substitute the following:

3.6.6.1.1 The Architect shall conduct an inspection prior to the issuance of the Certificate of Substantial Completion and shall submit a written report of work to be completed to the Owner, the Agency and the Contractor prior to final acceptance. The Architect shall notify the Agency about inspection allowing reasonable time for the Agency's representative to attend. Such services shall be coordinated with the Agency. Prior to submitting the final Certificate for Payment, the Architect shall; 1) conduct an inspection to determine compliance with the requirements of the Contract Documents, and 2) receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor.

ARTICLE 4, SUPPLEMENTAL AND ADDITIONAL SERVICES

Insert the word ``Architect`` under the heading ``Responsibility`` for line items 4.1.1.11, 4.1.1.12, and 4.1.1.15 in the chart.

Add the following subparagraphs to paragraph 4.1.2 below the chart:

4.1.2.1.1 The Architect shall provide a cost estimate based on Construction Contract Documents. The estimate shall show a breakdown of the project cost in accordance with Rural Development requirements and procedures.

4.1.2.1.2 The selection and compensation of the Project Representative, if required, shall be concurred in by the Agency.

4.1.2.1.3 1 sets of Record Drawings shall be provided to the Owner. The costs of these sets shall be included in the compensation to the Architect not withstanding Subparagraph 11.8.

ARTICLE 5, OWNER'S RESPONSIBILITIES

Add the following subparagraph to Article 5:

5.16 Owner shall provide Agency design and construction document regulations and guides to the Architect, upon request. The Owner shall provide information on requirements and procedures of the Agency.

ARTICLE 6, COST OF THE WORK

Add the following paragraph to Article 6:

6.8 The Architect shall consult with the Agency Architect or Engineer about the Agency's requirements and procedures.

ARTICLE 8, CLAIMS AND DISPUTES

Delete the words "unless the parties mutually agree otherwise" and substitute the words "if the parties mutually agree" in the first sentence of subparagraph 8.3.1.

ARTICLE 9, TERMINATION OR SUSPENSION

Delete the second sentence in subparagraph 9.2 and substitute the following:

When the Project is resumed, the Architect's compensation may be equitably adjusted, as mutually agreed, to provide for expenses incurred in the interruption and resumption of the Architect's services.

Insert the words "as mutually agreed" after "OWNER SHALL COMPENSATE THE ARCHITECT" in subparagraph 9.6.

ARTICLE 10, MISCELLANEOUS PROVISIONS

Add the following subparagraphs:

10.10 This Agreement and any amendments to this Agreement shall not be in full force and effect until concurred with in writing by the

Agency State Director or the State Director's delegate. Such concurrence shall be evidenced by the signature of such a representative of the Agency in the space provided at the end of this Agreement.

10.11 If applicable, the Architect shall comply with section 319 of Public Law 101-121, as supplemented by the Department of Agriculture regulations (7 CFR part 3018). This statute pertains to restrictions on lobbying and applies to the recipients of contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, the Architect must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Contract. The certification and disclosure forms shall be provided by the Owner.

10.12: The Architect agrees to abide by the requirements under Executive Order 12549, which pertains to the debarment or suspension of a person from participating in a Federal program or activity. If the total compensation described in Article 1.5 exceeds \$25,000, the Architect shall complete the relevant certification form provided by the Owner.

ARTICLE 11, COMPENSATION

Add the following subparagraph to paragraph 11.10:

11.10.2.4 The Architect shall provide a detailed cost estimate for Reimbursable Expenses as defined in subparagraph 11.8., which shall be attached and made a part of this Agreement. The cost estimate must be approved in writing by the Owner and shall be concurred with in writing by the Agency before the services are rendered. The billings for reimbursable services shall not exceed the budgeted amount without prior approval of the Owner with the concurrence of the Agency. The Agency may not concur in requests for payments which exceed the budgeted amount unless it is established that funds are available for such expenditures.

ARTICLE 12, SPECIAL TERMS AND CONDITIONS

Add the following subparagraph 12.1:

12.1 This Agreement is modified and supplemented by RD Instruction 1942-A, Guide 27, Attachment 1.

ARTICLE 13, SCOPE OF THE AGREEMENT

Delete the word "both" from the end of the second sentence in subparagraph 13.1 and conclude the sentence with "Owner, Architect and Agency".

SIGNATURE BLOCK:

Delete the signature block on page 18 of this Agreement and substitute the following:

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

OWNER:

ATTEST: _____ By: _____

Type Name _____ Type Name Robert K. Smith

Title _____ Title Mayor

Date _____ Date _____

ARCHITECT:

ATTEST: _____ By: _____

Type Name Ashley Seaman Type Name Ann W. Collier

Title Bookkeeper Title Principal

Date 06/30/2021 Date 06/30/2021

The United States of America, as potential lender or insurer of funds to defray the costs of this agreement and without liability for any payments thereunder, hereby concurs in the form, content and the execution of this agreement.

U.S. Department of Agriculture
Rural Development
Rural Housing Service

By _____

Type Name _____

Title _____

Date _____

AIA Document B101 – 2017: Exhibit A
Hourly Billing Rates

Hourly Bill Rates

Principal	\$250
Sr. Designer	\$225
Project Manager	\$195
Construction Administrator	\$150
Sr. BIM Tech	\$150
Jr. BIM Tech	\$120
Administrative	\$85

AIA Document B101 – 2017: Exhibit B
Reimbursable Expenses Budget

Reimbursable Expenses Budget

The following items shall be considered as "not to exceed" reimbursable expenses and shall be billed only as incurred.

11.8.1.1 Transportation / Subsistence	\$7890.00
11.8.1.3 Permitting/Fees for Plan Review/DOT/Stormwater	\$12,000.00
11.8.1.4 Prints / Plots / Copies	\$2,500.00
11.8.1.5 Postage / Handling / Delivery	\$7,500.00
11.8.1.7 Professional Renderings, Models, etc.	\$10,000.00
Total Budget:	\$39,890.00

SUMMARY OF ARCHITECT'S SUPPLEMENTAL SERVICES

AIA Contract Document B101-2017

Article 4.1.2 – Description of Supplemental Services: The following descriptions apply to the services identified in Article 4.1.1 – Supplemental Services, & as identified as being provided by the “Architect”.

4.1.1.1 - Programming: (Included in Basic Services)

Programming services shall include the following items:

- Meeting with owner and staff to determine functionality requirements for project;
- Preparation of a Space Planning Summary, to include all spaces required by Owner & User group, with anticipated square footages associated with each space. Space Planning Summary shall also assign a grossing factor (%) to the total net square footage to accommodate support services for the building. Support services include items such as toilets, circulation, wall thicknesses, mechanical / electrical rooms, etc.
- Project Budget development based on square footages determined by Space Planning Summary and anticipated site development costs. Project budget development shall also include estimated costs associated with project development and completion. Estimated costs include design fees, contingency, furniture & equipment, and other project associated soft costs.
- All provided programming information developed will be reviewed and approved by Owner prior to moving forward with the preliminary design concept.

4.1.1.6 – Building Information Modeling (BIM) Management Responsibilities: (Included in Basic Services)

The architect will utilize building information modeling (BIM) through REVIT software and shall be responsible for providing models to the consulting engineering firms, for their use in production of final construction plans.

4.1.1.8 – Civil Engineering: (Included in Basic Services)

Civil engineering shall include site design, stormwater design, site grading and drainage design, site utilities design and appropriate details required for each. Civil engineering does NOT include topographical surveys, geotechnical engineering or payment of state & local permits that may be required by regulatory agencies. See below for description of these supplemental services.

4.1.1.10 – Architectural Interior Design: (Included in Basic Services)

Architectural interior design will include a furniture layout during the schematic design phase and coordination with the Owner's selected furniture vendor during construction. Furniture selection, specifications and bidding is not provided within the architect's basic services but can be added as an additional service. Interior selection of finishes and colors for specified materials and products shall be provided by the architect. Up to two color boards, showing proposed finish items and color selections will

be provided during the construction administration phase. Coordination with Owner's representative for selection of finishes is included.

4.1.1.11- Value Analysis: (Included in Basic Services)

Architect shall evaluate alternative construction components and methods during the design process to achieve the most cost-effective construction materials and methods for the project.

4.1.1.12- Detailed Cost Estimating: (Included in Basic Services)

This additional service covers specific line-item cost estimating based on Construction Contract Documents, and as required by RD Attachment #1, Article 4- Additional Services, 4.2.1.

4.1.1.13 -On-Site Project Representation: (Included in Basic Services)

This service is provided by RD Guide 27 Attachment #1, Article 3.6 Construction Phase Services, and as this project is of limited scope and complexity, this service is being provided on a regular basis in accordance with Article 3.6.2 of this Agreement. Also see Waiver Letter dated 6/18/2021.

4.1.1.16 -As-constructed Record Drawings

Cost of Service: \$7,200.00

Estimated number of hours (36). This service is required per RD Attachment #1. The Architect will provide these drawings based on the verified marked up drawings provided by the contractor at the substantial completion of the construction phase. These as-constructed drawings will be submitted electronically at project close out in accordance with Guide 27, Attachment 1.

4.1.1.20 – Architect's Coordination of the Owner's Consultants: (Included in Basic Services)

The architect shall coordinate with any outside consultants the Owner employs that are related to the project. For example, the architect shall provide an approved floor plan & electrical plan layout, including design of raceway and electrical outlet locations, in CADD format to the Owner-selected technology vendors to coordinate IT locations & electrical requirements.

4.1.1.30 –Other Supplemental Services: Additional Compensation is noted for each additional service.

A. Preliminary Architectural Report (PAR):

Cost of Service: \$18,000.00

The Architect shall provide all documentation and design necessary to prepare a complete Preliminary Architectural Report for the project, as required by USDA.

B. Environmental Reports:

Cost of Service: \$11,000.00

The Architect shall provide the necessary environmental reports required by USDA, including:

- a. Environmental Report
- b. Environmental Assessment
- c. Categorical Exclusion

AIA Document B101-2017: Exhibit D
Description of Supplemental Services

Northampton County Courthouse
OCA Project #20032

SUMMARY OF OWNER'S SUPPLEMENTAL SERVICES

AIA Contract Document B101-2017

Article 4.1.2 – Description of Supplemental Services: The following descriptions apply to the services identified in Article 4.1.1 – Supplemental Services, & as identified as being provided by the “Owner”.

4.1.1.21 – Telecommunications/Data Design:

The Owner shall select and employ a telecommunications & data vendor for the design, purchase, and installation of IT-related items. The architect shall provide raceway and electrical outlet design for all IT-related items and coordination with Owner’s consultant as part of their basic services.

4.1.1.22 – Security Evaluation and Planning:

The Owner shall select and employ a security vendor for the design, purchase, and installation of all security-related items (ie, camera systems, security equipment, etc). The architect shall provide coordination with Owner’s security consultant as part of their basic services.

4.1.1.28 – Furniture, Furnishings, and Equipment Design:

The Owner shall select and employ furniture / equipment vendor(s) as necessary for the project. The architect shall provide coordination with the Owner’s furniture / equipment vendor as part of their basic services.

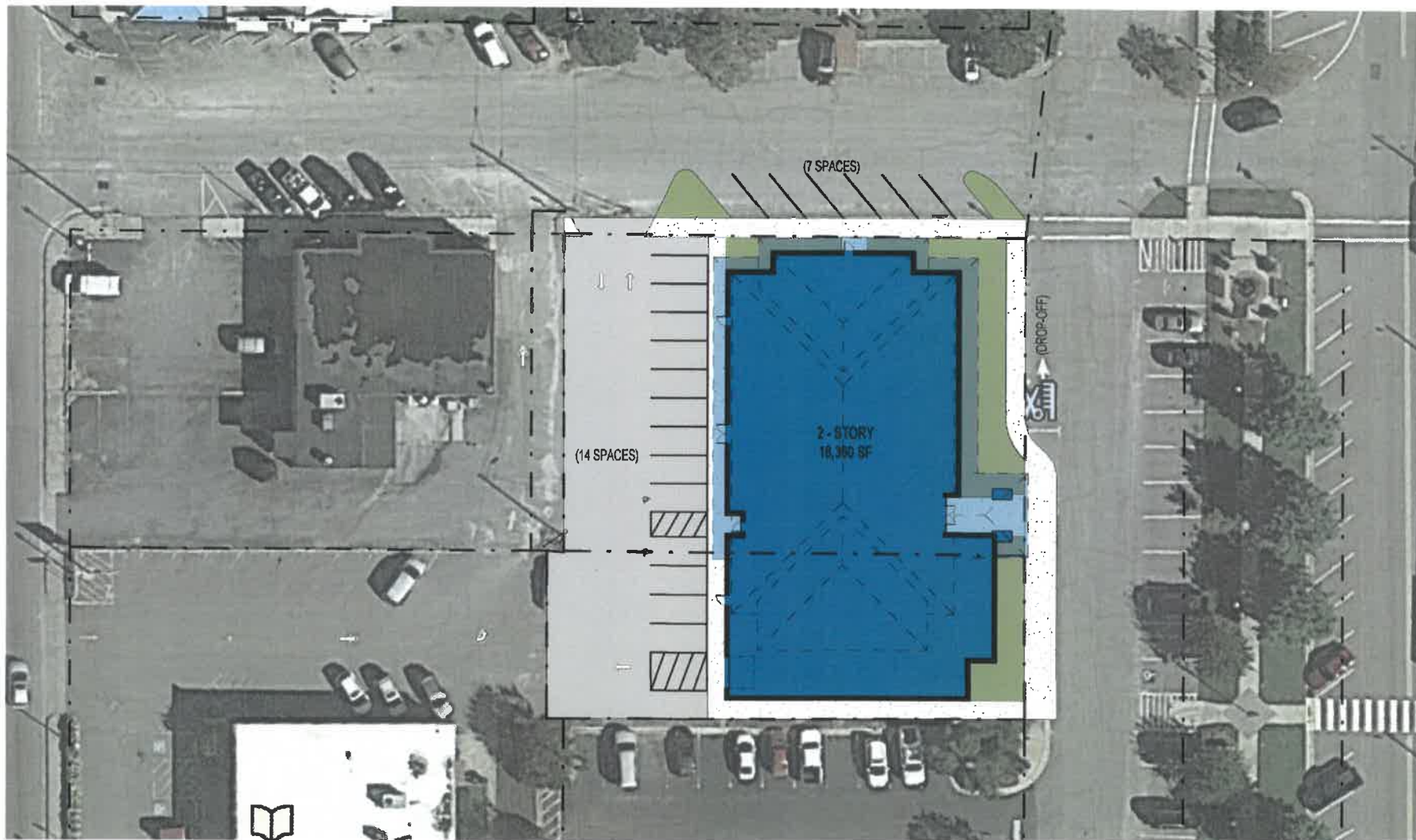
ANGIER MUNICIPAL FACILITY
OCA Project # 20020

14-Sep-20

Program Space	Program Square Footage			Comments
	Dimensions	Sq. Ft.	Dept. Total	
Council Chambers				
Public Seating	45 x 45	2025		50 People Max
Large Conference Room	14 x 28	392		15 seats; Closed session mtgs; incl coffee bar
Conference Storage	12 x 16	192		Tables & Chairs
Commissioner Office	12 x 16	192		Shared - adjacent to Conf
Public Lobby	20 x 30	600		
			3,401	
Town Manager / Town Clerk				
Manager Office	16 x 20	320		w/ 4-seat conference table
Toilet		50		
Clerks Office	12 x 14	168		Closed Office
Town Attorney/Mayor	12 x 14	168		
Conference Room	16 x 20	320		Seats 12-15; (Shared)
Work Room	12 x 12	144		
Lobby/Waiting	10 x 20	200		
File Storage	10 x 10	100		Secure
			1,470	
Finance Department				
Director Office	12 x 14	168		Closed Office
Customer Service Rep	8 x 10	80		Open Work Station
Customer Service Rep	8 x 10	80		Open Work Station
Customer Service Rep	8 x 10	80		Open Work Station
Customer Service Rep	8 x 10	80		Open Work Station
Accounts Payable Office	10 x 12	120		Closed Office
HR / Payroll Clerk	10 x12	120		
Public Payment Counter	12 x 20	240		Public Access / Utility Billing
Work Room	12 x 16	192		Shared
File Storage	10 x 10	100		Secure & Fire Proof
General Storage	6 x 8	48		
Conference Room	Shared	--		12-15 seats (Shared)
			1,308	
Planning Department				
Town Engineer	12 x 14	168		Shared with PW Director
Planning Director Office	12 x 14	168		Closed Office
Chief Inspector Office	12 x 14	168		Closed Office
Code Enforcement Office	10 x 12	120		Open Office
Downtown Manager	10 x 12	120		Open Office
Public Lobby/Waiting	10 x 13	130		w/ Kiosk for Public
Conference Room	14 x 20	280		Plan Review/ 8 – 10 seats
Work Room	12 x 14	168		Plotters/Large format Copiers

Planning Technician	8 x 10	80		Permits & Inspections & COs
File Storage	8 x 10	80		Permits & Inspections & COs
Plan Storage	10 x 16	160		Flat files & Rolled plan storage
Future:				
Planner/Inspector Office	10 x 12	120		Open Work Station
			1,762	
Miscellaneous Spaces				
Staff Break Area	14 x 24	336		Ref/Vend/ Table seating for 8/12 seats
Women's Toilet	22 x 12	264		Separate Staff / public
Men's Toilet	22 x 12	264		Separate Staff / public
Stair	22 x 11	242		
Stair	22 x 11	242		
Elevator - 1st Floor	10 x 10	100		
Elevator - 2nd Floor	10 x 10	100		
Men's Toilet	22 x 12	264		Separate Staff / public
Women's Toilet	22 x 12	264		Separate Staff / public
Electrical Room	10 x 10	100		Separate Staff / public
Telecom	10 x 12	120		Separate Staff / public
			2,296	
Total Program Sq. Footage			10,237	Net area
+ 35% Circ/walls/etc		0.35	3,583	Grossing factor
Total Gross Sq. Footage			13,820	TOTAL GSF - Town Hall
Police Department				
Chief's Office	12 x 14	168		
Detective Office	10 x 12	120		
Detective Office	10 x 12	120		
Sergeants Room	20 x 24	480		4 open work stations
Lieutenant Office	10 x 12	120		
Patrol Room	16 x 25	400		Shared by Patrol Officers; 2 work stations
Administrative Asst	8 x 10	80		Open Work Station
Public Waiting	10 x 12	120		Separate Entrance
Officer Briefing Room	20 x 24	480		15 Classroom seats - Dept Training
Interview Room	10 x 10	100		
Processing Room	10 x 10	100		
Locker Room (Men)	16 x 18	288		15 lockers; toilet & shower facilities
Locker Room (Women)	12 x 14	168		6 lockers; toilet & shower facilities
Exercise/Training Room	20 x 30	600		Shared with Town Staff
Staff Break Room	10 x 12	120		
File Storage Room	8 x 10	80		
Evidence Storage Room	20 x 24	480		Secure & Fire Proof; bulky items
Equipment Storage Room	10 x 10	100		Secure
Uniform Storage Room	10 x 10	100		Secure
After-Hrs Evidence Storage	8 x 8	64		Secure lockers within; Separated

Sally Port	16 x 25	400		
Communications/911 Center		- -		Future
			4,688	
Total Program Sq. Footage			4,688	Net area
+ 35% Circ/walls/etc		0.35	1,641	Grossing factor
Total Gross Sq. Footage			6,329	TOTAL GSF - Police Department
Town Hall Total Sq Footage			13,820	
Police Dept. Total Sq Footage			6,329	
Total Building SF Area Required			20,149	



PROPOSED SITE PLAN - OPTION 2

1" = 30'-0"

0' 15' 30'

OAKLEY
COLLIER
ARCHITECTS
OCA



PROPOSED FIRST FLOOR

1/16" = 1'-0"



PROPOSED - SECOND FLOOR

1/16" = 1'-0"

DEPARTMENT LEGEND

CIRCULATION	3,410 SF
COUNCIL CHAMBERS	2,640 SF
FINANCE	940 SF
PLANNING	1,860 SF
POLICE	4,650 SF
SUPPORT	1,390 SF
TOWN MANAGER/CLERK	1,090 SF

NET AREA: 15,980 SF

GROSS BUILDING AREA: 18,358 SF

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Ann Collier

(name)

06/30/2021

(date)

Principal

(title)

oOo

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Oakley Collier Architects, PA

Angier Municipal Facility

Organization Name

PR/Award Number or Project Name

Ann W. Collier, Principal

Name(s) and Title(s) of Authorized Representative(s)

Ann Collier

06/30/2021

Signature(s)

Date

North Carolina - USDA Rural Development
Community Facilities Program

1

Detailed Summary of Architectural Fees			
Description of Services (AIA Doc B101-2007)	Total USDA Scope of Work		Non-Eligible Costs ⁽³⁾
	USDA-RD ⁽¹⁾	Other Funding Agency ⁽²⁾	
11.1 - Basic Services (Based on 9% of Owner's Budget)	\$900,000.00	\$ -	\$ -
1 Schematic Design	\$180,000.00	\$ -	\$ -
2 Design Development Phase:	\$135,000.00		
3 Construction Document Phase:	\$360,000.00	\$ -	\$ -
4 Bidding or Negotiating Phase	\$45,000.00	\$ -	\$ -
5 Construction Phase ⁽⁴⁾ :	\$180,000.00	\$ -	\$ -
11.2 - Supplemental Services	\$36,200.00	\$ -	\$ -
1 4.1.1.1 Programming	\$0.00	\$ -	\$ -
2 4.1.1.6 Building Information Modeling	\$0.00	\$ -	\$ -
3 4.1.1.8 Civil Engineering	\$0.00	\$ -	\$ -
4 4.1.1.10 Architectural Interior Design	\$0.00	\$ -	\$ -
5 4.1.1.11 Value Analysis	\$0.00	\$ -	\$ -
6 4.1.1.12 Detailed Cost Estimating	\$0.00	\$ -	\$ -
7 4.1.1.13 On-Site Project Representation	\$0.00	\$ -	\$ -
8 4.1.1.16 As-Constructed Record Drawings	\$7,200.00	\$ -	\$ -
9 4.1.1.20 Architect's Coordination w/ Owner's Consultants	\$0.00	\$ -	\$ -
10 4.1.1.30 Other Supplemental Services	\$0.00	\$ -	\$ -
11 A. Preliminary Architectural Report	\$18,000.00		
12 B. Environmental Reports	\$11,000.00		
11.8 - Reimbursable Expenses (Not to Exceed)	\$39,890.00	\$ -	\$ -
Subtotal - USDA Scope of Work:	\$976,090.00	\$ -	
Totals	\$976,090.00	-	\$ -

(1) Rural Development will provide funding for reasonable architectural services based on costs observed on similar projects.

(2) If other services are required to meet third party funding requirements these should be itemized separately. Rural Development will not provide funding for the duplication of services. Any costs listed should be covered by the third party funder.

(3) Non-Eligible costs represent other services or costs not agreed to by Rural Development or a third party funder. Rural Development will make funding determinations based on the Total USDA Scope of Work be considered. The Owner will need to cover these costs in addition to the typical Owner Contribution expected as part of the overall project application. Furthermore, the costs listed above need to represent company. No secondary architectural agreement with this company shall be developed for this proposed project.

(4) Construction Phase Services shall be paid as a percentage of construction complete based on contractor's most recent pay application.

Basic Services - Submittal Schedule

The below list represents the typical Agency expectations in regards to the overall submittal requirements associated with the Architect's Basic Services. As noted in Articles 3.4.1, 3.6.1.4, and 4.2.3 of RD Attachment #1 to the ASA the lump sum fee shall include a specific number of pre-bid, executed, and record documents. These documents shall not be considered a reimbursable expense. Other submittals and documents may be considered. The below list provides an overview of expectations in regards to submittals for this project. This list needs to be finalized by the Owner and Architect prior to executing the architectural services agreement (ASA).

#	Document	Details	Copies Needed			
			Agency		Owner	
			E.C.	H.C.	E.C.	H.C.
Schematic Design Phase:						
1	Draft Preliminary Architectural Report (PAR)	(a) This report needs to follow the format of RD Instruction 1942-A Guide 6 w/ NC Supplement. (b) The schematic design phase documents detailed in Article 3.2 of the agreement need to be incorporated into this report.	1	0	1	1
2	Revised/final PAR	Architect should expect at least one revision.	1	0	1	1
5	Other Deliverables	Specific details need to be provided by Owner.				
Design Development (D.D.) Phase:						
6	Draft D.D. Documents (Plans/Specs)	Email RD Area Office notification of submittal to Owner.	0	0	1	0
7	Final D.D. Documents (Plans/Specs)	Email RD Area Office notification of submittal to Owner.	0	0	1	0
8	Revised Opinion of Probable Construction Cost (Art. 3.3.2)	Email RD Area Office notification of submittal to Owner.	0	0	1	0
9	Other Deliverables	Specific details need to be provided by Owner.				
Construction Documents (C.D.) Phase:						
10	Draft Bidding Documents	Email RD Area Office notification of submittal to Owner.	0	0	1	0
11	Final Bidding Documents	Use NC-RD_CF-AIA Checklist #2 (RD = one full-sized set).	1	0	1	3
12	Revised Opinion of Probable Construction Cost (Art. 3.2.6)	RD will provide a cursory review.	*	0	1	1
13	Other Deliverables	Specific details need to be provided by Owner.				
Bidding or Negotiating Phase:						
14	Bid Addenda	Email RD Area Office copies. See note #6 below.	*	0	1	0
15	Recommendation of Award	Review overall project budget with RD Area Office.	1	0	1	0
16	Executed Contract Documents	Use NC-RD_CF-AIA Checklist #2 . Rural Development requires one final bound copy of the executed contract(s) which includes all addenda and one 1/2 sized set of the final plans.	1	0	1	2
17	Other Bidding Phase Deliverables	Specific details need to be provided by Owner.				
Construction Phase:						
18	Pre-construction Conference Minutes	Meeting to be chaired by Architect. RD will review items as detailed in NC-RD_CF-AIA Precon Notes.	1	0	1	0
20	Architect's Invoice	Use NC-RD_CF Exhibit B.	1	0	1	0
21	Monthly Progress Meeting Minutes	Meeting to be chaired by Architect who will also prepare and circulate meeting minutes.	1	0	1	0
22	Architect's Site Visit Reports	Architect shall visit site and observe construction as detailed in Article 3.6.2 and provide written report.	1	0	1	0
24	Change Orders	Use from RD 1924-7.	1	0	1	0
25	Substantial Completion	Use AIA Doc G704-2017. Include final punch-list.	1	0	1	0
26	Final Close-out documents	Reference NC-RD_CF-AIA Precon Notes for a full list of the typical close-out documents. Note RD will require one electronic copy of the Record Drawings.	1	0	1	0
27	Other Bidding Phase Deliverables	Specific details need to be provided by Owner.				

Basic Services Submittal Schedule Notes:

- (1) E.C. = Electronic Documents - These items need to be submitted on a CD in electronic portable document format (PDF). Where an asterisk "*" is shown a PDF copy sent by email is acceptable. The Owner is responsible to determine how many electronic copies they will need of each document.
- (2) H.C. = Hardcopy. The Owner is responsible to determine how many hardcopies they will need of each document.
- (3) All efforts should be made by the Architect to minimize printing costs during the bidding period. Rural Development recommends allowing bidders to provide a deposit and return suitable bidding documents in order to reduce the total number of plans sets that need to be reproduced.
- (4) The Architect should check with the Rural Development Area Office prior to a full re-submittal of Final Bidding Documents. If only minor changes are required the Architect may only have to re-submit the specific changes.
- (5) The Rural Development Area Office shall retain one fully executed bound copy of the contract(s) and one 1/2 sized set of plans throughout the construction period. After final construction close-out the 1/2 sized set of plans on file with RD will be replaced by the electronic copy of the Record Drawings.
- (6) The RD Area Office needs to be emailed copies of all bid addenda. Significant changes issued by bid addenda need to be concurred in by Rural Development prior to bid opening. The RD Area Office will determine if a review is warranted by the RD State Engineer.



WAIVER LETTER

June 30, 2021
Town of Angier
55 North Broad Street
Angier, NC 27501

REFERENCE: Angier Municipal Facility

To Whom It May Concern:

The undersigned hereby agrees to waive On Site Project Representation for replacement with Regular Project Representation which includes the following scope for Construction Administration, in accordance with Article 4.2.3 of the Agreement:

- Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- Weekly visits to the site by the Architect over the duration of the Project during construction
- Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- Two (2) inspections for any portion of the Work to determine final completion

Owner

Robert K. Smith, Mayor
Date

Architect

Ann Collier

Ann W. Collier, AIA, LEED AP, Principal
Date



Board of Commissioners Agenda Report

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

MEETING DATE: July 6, 2021
PREPARED BY: Gerry Vincent, Town Manager ICMA-CM *GV*
ISSUE Reimbursement Resolution-Town Hall/Police Station Project
CONSIDERED:
DEPARTMENT: Administration

SUMMARY OF ISSUE: The attached Resolution is very similar to the Resolution that was adopted by the Board in March 2021 regarding the pump stations upgrades. The attached Resolution assures that the Town will reimburse itself for expenditures related to this project, prior to permanent financing through USDA.

The next steps would be to sign the contract with Oakley Collier Architects, PA, and proceed with the design and construction documents.

FINANCIAL IMPACT: The Reimbursement Resolution is a tool to recoup costs associated with all costs related to design, construction documents and administration related to this project.

RECOMMENDATION: Authorize the Town Manager to proceed by approving the attached Reimbursement Resolution.

REQUESTED MOTION: I recommend adopting the attached reimbursement resolution.

REVIEWED BY TOWN MANAGER: *Gerry Vincent*

Attachments: *Reimbursement Resolution & Supporting Documents*

TOWN OF ANGIER
BOARD OF COMMISSIONERS

Excerpt of Minutes
of Meeting of
July 6, 2021

A regular meeting of the Board of Commissioners for the Town of Angier, North Carolina, was held in the Board Room inside the Angier Municipal Building, 28 North Raleigh Street, Angier, North Carolina, on July 6, 2021.

Present:

Absent:

* * * * *

Commissioner _____ moved to approve the following resolution, a copy of which had been provided to each Commissioner and which was read by its title:

**RESOLUTION OF BOARD OF COMMISSIONERS OF TOWN OF
ANGIER, NORTH CAROLINA REGARDING A TOWN CAPITAL
PROJECT INCLUDING DECLARING ITS INTENTION TO REIMBURSE
ITSELF FROM THE PROCEEDS OF ONE OR MORE TAX-EXEMPT
FINANCINGS FOR CERTAIN EXPENDITURES MADE AND/OR TO BE
MADE IN CONNECTION WITH THE PROJECT**

WHEREAS, the Town of Angier, North Carolina (**the “Town”**) is a municipal corporation organized and existing under the laws of the State of North Carolina; and

WHEREAS, the Town has paid beginning no earlier than 60 days prior to the date of adoption of this resolution, and will pay, on and after the date hereof, certain expenditures (**“Expenditures”**) for the design, acquisition, construction, improvement and equipping of a Town of Angier capital project, further described on Exhibit A attached hereto (**the “Project”**); and

WHEREAS, the Board of Commissioners of the Town (**the “Board”**) has determined that those moneys previously advanced no earlier than 60 days prior to the date of adoption of this resolution and to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the Town for the

Expenditures from the proceeds of one or more issues of tax-exempt financing (**the "Financing"**).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

Section 1. The Board hereby declares the Town's intent to reimburse the Town with the proceeds of the Financing for the Expenditures with respect to the Project made on and after the date referenced above. The Town reasonably expects on the date hereof that it will reimburse the Expenditures with the proceeds of the Financing.

Section 2. Each Expenditure was and will be either (a) of a type properly chargeable to capital account under general federal income tax principles (determined in each case as of the date of the Expenditures), (b) a cost of issuance with respect to the Financing, (c) a nonrecurring item that is not customarily payable from current revenues, or (d) a grant to a party that is not related to or an agent of the Town so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the Town.

Section 3. The maximum principal amount of the Financing expected to be issued for the Project is \$10,800,000.

Section 4. The Town will make a reimbursement allocation, which is a written allocation by the Town that evidences the Town's use of proceeds of the Financing to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The Town recognizes that exceptions are available for certain "preliminary expenditures," costs of issuance, certain *de minimis* amounts, expenditures by "small issuers" (based on the year of issuance and not the year of expenditure) and expenditures for construction projects of at least 5 years.

Section 5. The Town's Manager, Finance Officer and Attorney are each authorized and directed to work with Davenport & Company LLC as the Town's Financial Advisor and Sands Anderson PC as the Town's Bond Counsel to take all appropriate steps to (a) complete an application for long term installment financing of the Project with the United States Department of Agriculture (**the "USDA"**), (b) allow timely consideration by the Board of interim Project installment financing as required by the USDA, including application to the North Carolina Local Government Commission for its approval of such interim financing and (c) otherwise fulfill all requirements for financing of the Project as required by USDA.

Section 6. The Board appoints Sands Anderson PC to serve as the Town's Bond Counsel with respect to the authorization and issuance of the proposed Project interim and long term financing. The Board authorizes and directs the Town Manager to agree on financial terms with Bond Counsel in accordance with the documents submitted by Bond Counsel.

Section 7. This resolution shall take effect immediately upon its passage.

Commissioner _____ seconded the motion, and members of the Board voted as follows:

Yes -

No -

Absent -

Abstained -

EXHIBIT A

The design, acquisition, construction, improvement and equipping of municipal building facilities for administration, law enforcement and related purposes.

* * * * *

The undersigned Clerk of the Town of Angier, North Carolina, certifies that the foregoing is a correct and complete copy of a resolution duly adopted by the Town's Board of Commissioners at a regular meeting duly called and held on July 6, 2021. A quorum was present and acting throughout such meeting. Such resolution has not been repealed, revoked, rescinded or amended, but remains in full effect as of today.

WITNESS my signature and the seal of the Town of Angier, North Carolina, this ____ day of _____, 2021.

[SEAL]

Town Clerk
Town of Angier, North Carolina



Board of Commissioners Agenda Report

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

MEETING DATE:	July 6, 2021
PREPARED BY:	Sean Johnson
ISSUE	Ordinance to Rescind Ordinance to Demolish Dwelling
CONSIDERED:	
DEPARTMENT:	Planning & Inspections

SUMMARY OF ISSUE:

Code Enforcement Staff has facilitated the demolition of the condemned dwelling at 102 N. Dunn Street. This demolition was paid for by the property owner and was completed as of June 28, 2021.

The final step is for the Board of Commissioners to adopt an Ordinance which will rescind the Ordinance to Demolish previously recorded against the property.

FINANCIAL IMPACT: Marginal recording fees will be covered by the Planning Department budget.

RECOMMENDATION: Staff recommends adopting the Ordinance to Rescind the Ordinance to Demolish the dwelling at 102 N. Dunn Street.

REQUESTED MOTION: I move to adopt the Ordinance as written.

REVIEWED BY TOWN MANAGER:

Attachments:

Dwelling Demolition Photos
Ordinance Rescinding Ordinance to Demolish



Town of Angier
P.O. Box 278
Angier, NC 27501
919-639-2071



Robert K. Smith
Mayor

Gerry Vincent
Town Manager

**AN ORDINANCE RESCINDING AN ORDINANCE ADOPTED ON APRIL 7, 2020
DIRECTING THE CODE ENFORCEMENT OFFICER TO DEMOLISH THE
DWELLING LOCATED AT 102 N. DUNN STREET, ANGIER, NORTH CAROLINA IF
THE PROPERTY OWNER FAILED TO REPAIR OR DEMOLISH THE DWELLING
WITHIN 90 DAYS**

WHEREAS, on April 7, 2020, the Angier Board of Commissioners adopted an ordinance directing the Code Enforcement Officer to demolish the dwelling located at 102 N. Dunn Street, Angier, North Carolina if the owner of the property failed to repair or demolish the dwelling within 90 days; and

WHEREAS, the property owner demolished the dwelling as required by that Ordinance and in accordance with the Town of Angier Minimum Housing Code;

NOW, THEREFORE, BE IT ORDAINED, by the Angier Board of Commissioners as follows:

1. The provisions of the Ordinance directing the Code Enforcement Officer to demolish the dwelling located at 102 n. Dunn street, Angier, North Carolina recorded in Deed Book 3805, Page 348 in the Office of the Register of Deeds of Harnett County, is hereby rescinded thereby releasing the said property, and only said property, from the demolition ordinance and permitting such to be cancelled of record upon the recording of this ordinance.

2. This Ordinance shall become effective upon its adoption and a copy certified by the Angier Town Clerk, shall be recorded in the Office of the Register of Deeds of Harnett County, North Carolina.

Adopted this the 6th day of July, 2021.

Mayor

Attest:

Town Clerk











06 28 2021



Board of Commissioners Agenda Report

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

MEETING DATE: July 6, 2021
PREPARED BY: Sean Johnson
ISSUE: Voluntary Annexation Petition
CONSIDERED:
DEPARTMENT: Planning & Inspections

SUMMARY OF ISSUE:

Staff has received a voluntary annexation petition from Sherri Downs Developers, LLC for 2 parcels of land totaling approximately 16.15 acres located off of Regal Drive near the Wake County/Harnett County line. (Harnett PIN: 0674-09-9914.000 and Wake PINs: 0675104212 & 0675103670)

The first step in the annexation process is for the Board to direct the Town Clerk to investigate the sufficiency of the annexation petition. The Clerk will then report back to the Board at the August 3rd meeting.

Attached is the voluntary annexation petition for your review.

FINANCIAL IMPACT: N/A

RECOMMENDATION: N/A

REQUESTED MOTION: N/A

REVIEWED BY TOWN MANAGER:

Attachments:

Voluntary Annexation Petition
Property Map



Town of Angier

Robert K. Smith
Mayor

Gerry Vincent
Town Manager

Resolution No.: R010-2021
Date Submitted: July 6, 2021
Date Adopted: July 6, 2021

A RESOLUTION OF THE TOWN OF ANGIER DIRECTING THE TOWN CLERK TO INVESTIGATE AN ANNEXATION PETITION RECEIVED UNDER GENERAL STATUTE § 160A – 58.1

WHEREAS, the Town of Angier has received a Petition requesting Annexation of an area described in said Petition of 2 tracts totaling approximately 16.15 acres located off Regal Drive near the Wake County/Harnett County line. Harnett County Parcel Pin#: 0674-09-9914.000; and, Wake County Pin#'s: 0675104212 & 0675103670.

WHEREAS, the Petition to Annexation was submitted on July 1, 2021 by Sherri Downs Developers, LLC, and is scheduled to go before the Town of Angier Board of Commissioners during its July 6, 2021 meeting for Consideration to Direct the Clerk to Investigate;

WHEREAS, the General Statute § 160A – 58.2 provides that the Sufficiency of the Petition shall be Investigated by the Town of Angier Clerk before further Annexation Proceedings may take place; and,

WHEREAS, the Town Board of Commissioners of The Town of Angier Deems it Advisable to Proceed in Response to this Request for Annexation; and,

THEREFORE, BE IT RESOLVED, by the Mayor and Town of Angier Board of Commissioners that:

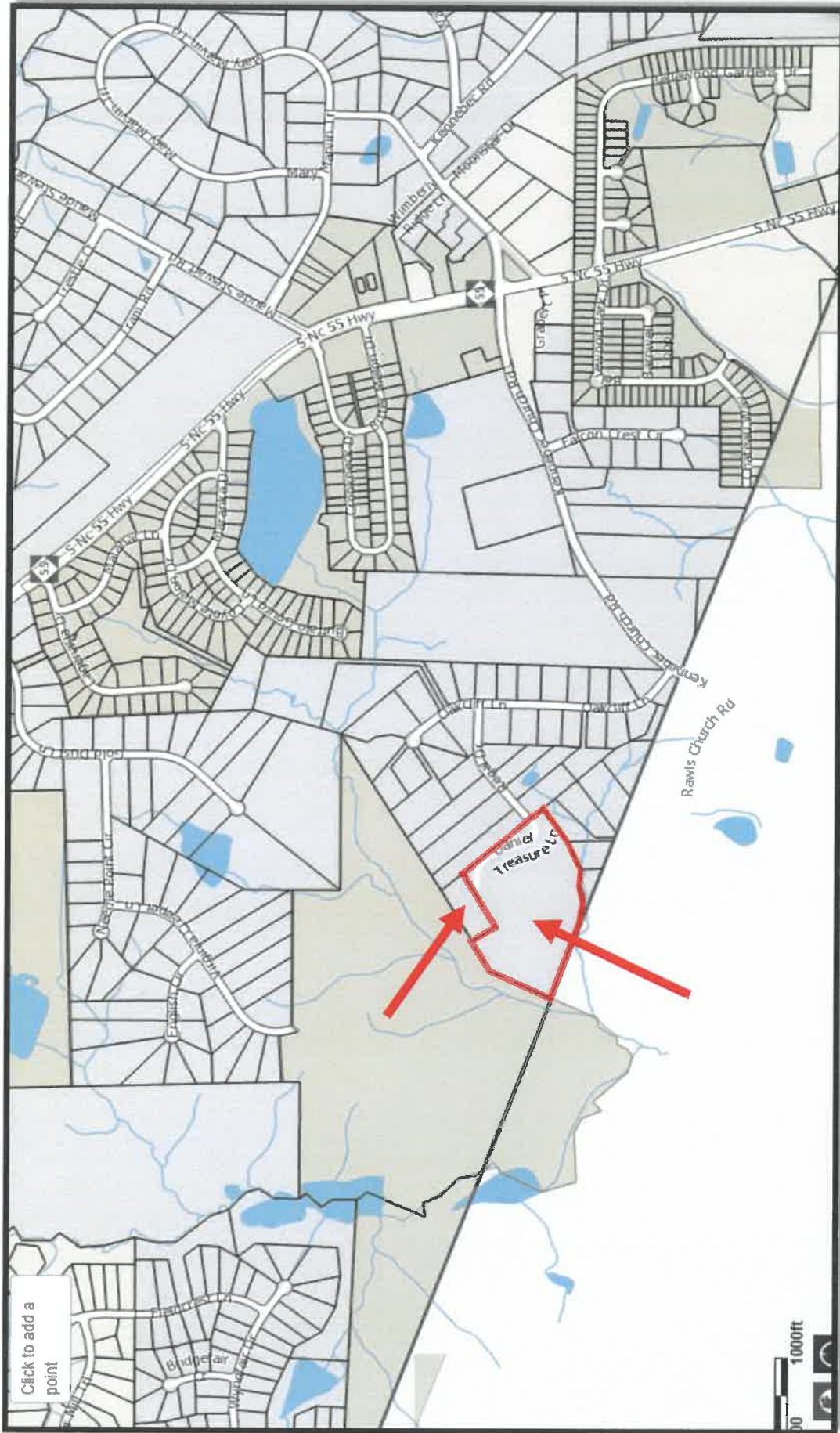
The Town of Angier Clerk is hereby Directed to Investigate the Sufficiency of the Aforementioned Petition and to Certify as soon as Possible to the Town Board of Commissioners the result of her Investigation.

Adopted by the Angier Board of Commissioners on this the 6th day of July, 2021.

ATTEST:

Robert K. Smith, Mayor

Veronica Hardaway, Town Clerk





Robert K. Smith
Mayor

Town of Angier
P.O. Box 278
Angier, NC 27501
919-639-2071



Veronica Hardaway
Town Clerk

Gerry Vincent
Town Manager

PROCEDURE FOR VOLUNTARY ANNEXATION PETITION

THE PROCESS:

(Time Frame: 60 - 90 days)

1. Petition and all required information (see checklist) must be submitted to Town Clerk at least seven (7) calendar days before next regular Town Board meeting, which is held the 1st Tuesday of each month.
2. Petition placed on Town Board agenda for next available regular meeting – 1st Tuesday of each month.
3. Town Board may then direct the Town Clerk to investigate the sufficiency of the petition.
4. Town Clerk investigates, and if all is in order, presents Certificate of Sufficiency to Board at next regular meeting – approximately 30 days later.
5. Town Board adopts resolution setting a public hearing at next available public hearing session –approximately 30 days later.
6. Public Hearing held as advertised.
7. Annexation Ordinance may be adopted after the public hearing is complete.
8. Town Clerk notifies required agencies of approved annexation.

SUBMITTAL CHECKLIST:

- ☒ One completed annexation petition
- ☒ Annexation fee: \$250
- ☒ Eight paper copies and one PDF copy of survey map of property proposed for annexation showing:
 - The property in relationship to the primary corporate limits of the Town. (If the petition is for a non-contiguous annexation the distance from the primary corporate limits must be shown.)
 - County tax map/parcel number(s) and /or PIN numbers
- ☒ One copy of the recorded deed to the property showing current owner(s)
 - All owners of property being petitioned for annexation must sign the petition. (Signatures on petition must appear as shown on the deed)
- ☒ Attach metes and bounds description
- ☐ Statement of vested rights, if applicable
 - Attach a letter certifying vested rights, if any, from the government entity granting the vested rights. (If you are not certain of this information, contact the Planning Department)
- ☐ Complete and attach applicable signature page (Individual, Corporation, Partnership)

TO BOARD OF COMMISSIONERS OF THE TOWN OF ANGIER, NC:



Robert K. Smith
Mayor

Town of Angier
P.O. Box 278
Angier, NC 27501
919-639-2071



Gerry Vincent
Town Manager

1. I/We the undersigned owners of real property respectfully request that the area as referenced by the **attached survey map and metes and bounds description be annexed** into the Town of Angier, North Carolina.

2. The area to be annexed is
() contiguous, (X) non-contiguous
to the Town of Angier.
(If contiguous, this annexation will include all intervening rights-of-way for streets, railroads and other areas as stated in G.S. 160-31(f).)

3. Harnett/Wake County Property
Identification Number(s) (PIN):
0674-09-9914.000 (Harnett)
0675104212, 0675103670 (Wake)

4. Have vested rights been established with regard to this property under N.C.G.S. 160A-385.1 or G.S. 153A-344.1?
() Yes () No
If "yes", proof of vested rights must be attached.

5. I/We the undersigned owners of real property acknowledge and accept the provision that the Town of Angier will provide the property such municipal services it presently provides other lands within its corporate limits, except sewer services (inasmuch as the land is not within a reasonable proximity to the Town sewer lines and the drainage basin for the property makes the provision of sewer services financially impracticable).

6. We hereby certify that all information given with regard to this property is true and accurate to the best of my/our knowledge and is signed by **all** owners of the property being petitioned for annexation. Attached is the applicable signature page:

- ☐ Individual(s)
☐ Corporation
☐ Partnership
☒ LLC

Complete is property if owned by INDIVIDUAL(S).



Robert K. Smith
Mayor

Town of Angier
P.O. Box 278
Angier, NC 27501
919-639-2071



Veronica Hardaway
Town Clerk

Gerry Vincent
Town Manager

Complete if property is owned by a LIMITED LIABILITY CORPORATION.

Petitioned Property PIN #: 0674-09-9914.000, 0675104212, 0675103670.

The area to be annexed is owned by the Limited Liability Corporation

Sherri Downs Developers, LLC

(Print LLC Name)

Of which agrees to this petition.

Rich Van Tassel

(Print Manager's Name)

BY: [Signature]
(Signature)

30-June-21
(Date)

341 Kilmayne Drive Suite 201

Cary, NC 27511

(Mailing Address)

(Company Seal)

State of North Carolina, County of Wake

I, Jennifer Erwin, A Notary Public for said County and State, do hereby certify that

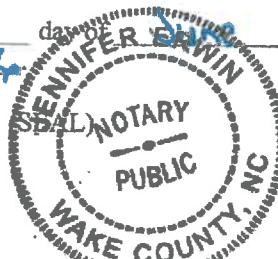
Rich Van Tassel, a manager for

Sherri Downs Developers, LLC, a limited liability company,

personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the partnership.

Witness my hand and official seal, this the 30 day of June, 2021.
My commission expires March 25, 2024.

Jennifer Erwin
Notary Public



Complete if property is owned by a PARTNERSHIP

LESTER STANCIL AND ASSOCIATES

PROFESSIONAL LAND SURVEYOR, PA

P.O. BOX 730
ANGIER, NC 27501
(919) 639-2133

FIRST BANK

localfirstbank.com

66-456/531

20015

7/1/2021

PAY TO THE
ORDER OF

Town of Angier

\$ **250.00

Two Hundred Fifty and 00/100*****

DOLLARS

Town of Angier

P.O. Box 278

Angier, N. C. 27501

MEMO

Sherri Downs Dev. annexation plat



Thomas L. Eonil

AUTHORIZED SIGNATURE

Security features. Details on back.

⑈00020015⑈ ⑆053104568⑆ 421000341⑈

LEGAL DESCRIPTION

14.573 Ac. in Traverse Total to be Annexed into the Town of Angier Portion of Book of Maps 1989, Page 1199

All that tract or parcel of land lying in Middle Creek Township, Wake County, North Carolina and being more particularly described as follows:

Beginning at a point in the western line of Barrera Hardwood Floors Inc. as described in Deed Book 13050, Page 2081 and Book of Maps 1984, Page 1402 of the Wake County Registry, said point being further described as the southeast corner of Jennifer M. Lard as described in Deed Book 10985, Page 2396 and Book of Maps 1998, Page 2225 of the Wake County Registry and runs thence as the western line of Barrera Hardwood Floors Inc. South 40 degrees 39 minutes 04 seconds East for a distance of 506.39 feet to a point, said point being on the northern margin of Regal Drive, a 50' Public Right-of-way as described in Book of Maps 1984, Page 1402;

THENCE leaving said Barrera Hardwood Floors, Inc. and along the western margin of said Regal Drive South 40 degrees 39 minutes 04 seconds East for a distance of 50.00 feet to a point on the southern margin of said Regal Drive, said point being the northwest corner of Stephen L. Riley and April L. Riley as described in Deed Book 7790, Page 447 and Book of Maps 1984, Page 140 of the Wake County Registry;

THENCE along the western line of said Riley South 40 degrees 39 minutes 04 seconds East for a distance of 92.05 feet to a point, said point being the northeast corner of Pablo Vega as described in Deed Book 17351, page 2313 and Book of Maps 2015, Page 1565 both of the Wake County Registry;

THENCE along the northern line of said Vega South 53 degrees 54 minutes 53 seconds West for a distance of 263.73 feet to a point, said point being the northeast corner of Daniel A. Smith and Aliana S. Smith as described in Deed Book 2021, Page 302 and Map Number 2002-1557 both of the Harnett County Registry and Deed Book 11146, Page 1393 of the Wake County Registry;

THENCE with the northern line of said Smith South 60 degrees 11 minutes 12 seconds West for a distance of 174.14 feet to a point in or near the run of a branch;

THENCE with the run of branch North 89 degrees 58 minutes 02 seconds West for a distance of 15.98 feet to a point in or near the run of branch, said point being the northeast corner of Zury Lizette Goxcon Alvarez and Edinver E. Zuniga Villanueava as described in Deed Book 3715, Page 342 and Map Number 2002-1557 of the Harnett County Registry;

THENCE along the run of branch as well as the northern line of said Alvarez and Villanueava North 89 degrees 58 minutes 02 seconds West for a distance of 115.53 feet to a point in or near the run of branch;

Thence continuing along the run of branch and the northern line of said Alvarez and Villanueava South 77 degrees 38 minutes 52 seconds West for a distance of 106.33 feet to a point in or near the run of branch;

Thence continuing along the run of branch and the northern line of said Alvarez and Villanueava North 84 degrees 04 minutes 41 seconds West for a distance of 128.99 feet to a point in or near the run of branch, said point being a common corner of Grace P. Wolfe as described in Deed Book 3583, Page 226 and Plat Cabinet "F", Slide 156D both of the Harnett

County Registry and John Duncan McLeod, IV and Stacy R. McLeod as described in Deed Book 2635, Page 521 and Plat Cabinet "F", Slide 156D both of the Harnett County Registry;

THENCE continuing along the run of branch and along the northern line of said McLeod North 72 degrees 45 minutes 27 seconds West for a distance of 150.32 feet to a point in or near the run of branch;

THENCE continuing along the run of branch and continuing along the northern line of said McLeod South 75 degrees 58 minutes 29 seconds West for a distance of 151.28 feet to a point in or near the run of branch;

THENCE continuing along the run of branch and the northern line of said McLeod South 77 degrees 12 minutes 00 seconds West for a distance of 60.00 feet to a point in or near the run of branch, said point being the northeast corner of Anthony J. Mennella as described in Deed Book 1074, Page 240 and Plat Cabinet "E", Slide 111C both of the Harnett County Registry;

THENCE continuing along the run of branch and along the northern line of said Mennella South 77 degrees 12 minutes 00 seconds West for a distance of 120.78 feet to a point in or near the run of branch;

THENCE continuing along the run of branch and continuing along the northern line of said Mennella South 88 degrees 49 minutes 52 seconds West for a distance of 125.14 feet to point in or near the run of Spring Branch in the southern line of SHC Holdings, Inc. as described in Deed Book 13107, Page 2069 and Book of Maps 2019, Page 1316 of the Wake County Registry;

THENCE along the southern line of said SHC Holdings, Inc. North 23 degrees 19 minutes 39 seconds East for a distance of 657.27 feet to a point;

THENCE continuing along the southern line of said SHC Holdings, Inc. North 59 degrees 33 minutes 40 seconds East for a distance of 225.08 feet to a point, said point being the northwest corner of Jennifer M. Lard as described in Deed Book 10985, Page 2396 and Book of Maps 1998, Page 2225 of the Wake County Registry;

THENCE leaving said SHC Holdings, Inc. and along the western line of said Lard South 30 degrees 26 minutes 09 seconds East for a distance of 175.39 feet to point;

THENCE along the southern line of said Lard North 59 degrees 06 minutes 50 seconds East for distance of 412.52 feet to the Point and Place of BEGINNING.

Together with and subject to right-of-way of Daniel Treasure Lane, a 30' Private right-of-way as well as all other covenants, easements, and restrictions of record.

Said property contains 14.573 Acres Total in Traverse more or less. ✓

***The foregoing description was prepared by:
Stancil & Associates
Professional Land Surveyors, P.A. C-0831
98 East Depot Street
P. O. Box 730, Angier, N.C. 27501
Phone: 919-639-2133
Fax: 919-639-2602***

LEGAL DESCRIPTION
1.584 Ac. Total to be Annexed into the Town of Angier
Book of Maps 1998, Page 2225

All that tract or parcel of land lying in Middle Creek Township, Wake County, North Carolina and being more particularly described as follows:

Beginning at a point in the southern line of SHC Holdings, Inc. as described in Deed Book 13107, Page 2069 and Book of Maps 2019, Page 1316 of the Wake County Registry, said point being further described as the northwest corner of Barrera Hardwood Floors Inc. as described in Deed Book 13050, Page 2081 and Book of Maps 1984, Page 1402 of the Wake County Registry and runs thence as the southwest line of Barrera Hardwood Floors Inc. South 40 degrees 39 minutes 04 seconds East for a distance of 174.95 feet to a point, said point being a northern corner of the southeast corner of Lynwood Craig Daniel and Cassandra P. Daniel as described in Deed Book 15454, Page 2398 and Book of Maps 1989, Page 1199 of the Wake County Registry;

THENCE leaving said Barrera Hardwood Floors, Inc. and along the northern line of said Daniel South 59 degrees 06 minutes 50 seconds West for a distance of 412.52 feet to a point;

THENCE continuing with the line of said Daniel North 30 degrees 26 minutes 09 seconds West for a distance of 175.39 feet to a point in the southern line of SHC Holdings, Inc. as described in Deed Book 13107, Page 2069 and Book of Maps 2019, Page 1316 of the Wake County Registry;

THENCE leaving said Daniel and along the southern line of said SHC Holdings, Inc. North 59 degrees 33 minutes 40 seconds East for a distance of 381.48 feet to the Point and Place of BEGINNING.

Together with and subject to all covenants, easements, and restrictions of record.

Said property contains 1.584 Acres Total more or less. ✓ce

The foregoing description was prepared by:
Stancil & Associates
Professional Land Surveyors, P.A. C-0831
98 East Depot Street
P. O. Box 730, Angier, N.C. 27501
Phone: 919-639-2133
Fax: 919-639-2602



Board of Commissioners Agenda Report

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

MEETING DATE: July 6, 2021
PREPARED BY: Hans Kalwitz
ISSUE Budget Amendment #1
CONSIDERED:
DEPARTMENT: Finance

SUMMARY OF ISSUE:

As discussed in prior Board meetings, the Library Department had received grants and donations during FY 2021. This revenue had been, and will continue to be, deemed as restricted for the Library to use during FY 2022. Therefore, we are carrying over that restricted revenue from FY 2021 to FY 2022.

The Planning & Inspections Department are near complete with drafting the Construction Specifications & Detail document. Considering a bit more time is necessary, this amendment increases allowable spending to complete the project.

FINANCIAL IMPACT:

This budget amendment will increase the General Fund by \$17,076 where the Library Department and Planning & Inspections Department will increase their allowable spending by \$7,076 and \$10,000 respectively.

RECOMMENDATION: N/A

REQUESTED MOTION:

Motion to adopt the FY 2022 Budget Amendment #1.

REVIEWED BY TOWN MANAGER:

This has been reviewed by the Town Manager.

Attachments: Budget Amendment #1



Town of Angier

Board Approved Budget Amendment # 1

Be it hereby ordained by the Town Council of the Town of Angier that the following amendments be made to the Budget Ordinance adopted on the 15th day of June, 2021 (as well as subsequent amendments) as follows:

General Fund (10 Fund)				
General Fund Revenue	Line Item	Budget	Change	Amended Budget
FUND BALANCE APPROPRIATED	10-3001-0035	402,840	↑ 10,000	412,840
LIBRARY DONATIONS	10-3007-0002	-	↑ 4,795	4,795
LIBRARY GRANT	10-3007-0005	-	↑ 2,281	2,281
Total Revenue Budget		5,071,376	17,076	5,088,452
Library Department	Line Item	Budget	Change	Amended Budget
DONATIONS	10-9007-0062	-	↑ 4,795	4,795
LIBRARY GRANT	10-9007-0065	-	↑ 2,281	2,281
Total Budget Expenditures for Dept 9007		236,057	7,076	243,133
Planning & Inspection Department	Line Item	Budget	Change	Amended Budget
CONTRACT SERVICES	10-9009-0045	100,000	↑ 10,000	110,000
Total Budget Expenditures for Dept 9009		507,871	10,000	517,871

Motion to adopt FY 2022 Board Approved Budget Amendment #1

Adopted this the 6th day of July, 2021

Robert K. Smith, Mayor

Attest:

Veronica Hardaway, Town Clerk



Board of Commissioners Agenda Report

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

MEETING DATE: July 6th, 2021
PREPARED BY: Melissa Wilder
ISSUE Personnel Policy Updates
CONSIDERED:
DEPARTMENT: Admin

SUMMARY OF ISSUE:

In an effort to keep personnel policies up to date the Board of Commissioners are requested to adopt new and amended policies. Due to President Biden acknowledging Juneteenth an official Federal Holiday, the Town has added this as an observed holiday such as other Towns. Along with the new Holiday; the Town is amending the "Military Leave" to clarify and include "Regular employees shall be granted to use annual leave or sick time to be paid when military leave is used. If any employee doesn't have enough time to take off to cover them they may request for donated leave or take leave without pay."

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the proposed personnel policy updates.

REQUESTED MOTION:

I move to approve the recommended personnel policy updates.

REVIEWED BY TOWN MANAGER:

Attachments:

Amended policy pages

ARTICLE VII: Holidays and Leaves of Absence

Section 67. Policy

The policy of the Town is to provide vacation leave, sick leave, and holiday leave to all regular full-time employees, and to provide proportionately equivalent amounts to employees having average work weeks of different lengths. Employees shall accrue leave once a month after the last payroll of the month.

Section 68. Paid Holidays

The following days, and other such days as the Board of Commissioners may designate, are holidays with full pay for employees and officers of the Town:

- New Year's Day
- Martin Luther King's Birthday
- Presidents Day
- Good Friday
- Memorial Day
- Juneteenth Holiday
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving (Thursday & Friday)
- Christmas (Christmas Eve, Christmas Day, Day After Christmas)

The Town of Angier follows the State of North Carolina Holiday Schedule.

Holidays are equivalent to 8 hours straight-time pay for all regular full-time employees and 8.4 hours for shift employees (police) regardless of their typical workweek schedule, and are excluded from hours worked in calculating overtime.

In order to receive a paid holiday, an employee must have worked the day before and the day after the holiday(s), or have been given approved leave.

Section 69. Holidays: Effect on Other Types of Leave

Regular holidays which occur during a vacation, sick or other leave period of any employee shall not be considered as vacation, sick, or other leave.

Section 70. Holidays: Compensations When Work is Required or Regularly Scheduled Off for Shift Personnel

may result in the employee's unprotected absences being treated as a voluntary resignation of employment resulting in separation. It is therefore critically important to interactively communicate with the Town regarding the employee's anticipated return to work date and to discuss any additional reasonable accommodations that may be required for covered, eligible employees under the Americans with Disabilities Act.

If an employee fails to return to work after the employee's leave entitlement has been exhausted or expires, the Town has the legal right to request reimbursement for the monthly health insurance premiums paid on behalf of the employee, unless the reason the employee does not return is due to

- a. The continuation, recurrence or onset of a serious health condition which would entitle the employee leave under FMLA
- b. Other circumstances beyond the employee's control

When an employee fails to return to work because of the continuation, recurrence, or onset of a serious health condition, the employee shall provide medical certification of the employee's or family member's serious health condition.

Section 86. Additional Extended Leave Without Pay

Additional Extended leave Without Pay is an administrative decision and may be granted by the Town Manager upon the recommendation of the Department Head. An employee must exhaust all other paid and unpaid leave before being placed on leave without pay status. An employee may alternate the leave with work time, but no employee will be permitted to rotate in and out of leave without pay status and paid leave status. While on leave without pay, an employee shall not accrue leave benefits, and their job may not be protected as it is under the FMLA.

Under leave without pay status, employees are responsible for paying both the Town and employee contributions for premiums or benefit packages if they wish to maintain coverage, subject to any regulation by the Board of Commissioners and the regulations of the insurance carrier/benefit provider.

Section 87. Military Leave

~~Leave With Pay - Regular employees shall be granted 10 days annually of paid military leave with their option of using earned compensatory time or accrued vacation time provided the days are recorded as military leave and the military basic pay is less than the employees' regular Town pay. To claim differential pay, the employee must submit a copy of his/her military orders, pay vouchers, leave and earnings statement and/or other appropriate documentation evidencing performance and compensation pertinent to the military duty.~~ Regular employees shall be granted to use annual leave or sick time off to be paid when military leave is used. If any employee doesn't have enough time to take off to cover them they may request for donated leave or take leave without pay.

Unpaid Leave – Under state and federal laws, if you participated in the uniformed services, you are also entitled to certain leaves of absence without pay, job-protection and reinstatement, continuation of seniority benefits and other important rights. Covered employees under the

Biden Signs Law Making Juneteenth a Federal Holiday

The law went into effect immediately, making Friday the first federal Juneteenth holiday in American history.

By Annie Karni and Luke Broadwater

Published June 17, 2021 Updated June 19, 2021

WASHINGTON — President Biden signed legislation on Thursday to make Juneteenth a federal holiday, enshrining June 19 as the national day to commemorate the end of slavery in the United States.

“All Americans can feel the power of this day, and learn from our history,” Mr. Biden said at a ceremony at the White House, noting that it was the first national holiday established since Martin Luther King’s Birthday in 1983.

He said signing the law was one of the greatest honors he will have as president.

The law went into effect immediately, making Friday the first federal Juneteenth holiday. Public schools were closed on a moment’s notice. The federal Office of Personnel Management announced that most federal employees would observe the holiday on Friday, since June 19 falls on a Saturday this year. At the White House, officials canceled the daily press briefing and pulled down normal meetings for Friday.

The Nasdaq Stock Market said U.S. markets, however, were expected to remain open on Friday.

The Senate rushed the measure through with no debate this week after clearing away a longstanding Republican objection, and the House approved it on Wednesday by a vote of 415 to 14, with all of the opposition coming from the G.O.P.

“Throughout history, Juneteenth has been known by many names: Jubilee Day. Freedom Day. Liberation Day. Emancipation Day. And today, a national holiday,” Vice President Kamala Harris said, introducing Mr. Biden. She also signed the legislation in her capacity as the president of the Senate.

Juneteenth commemorates the end of slavery in the United States. Its name stems from June 19, 1865, when Maj. Gen. Gordon Granger in Galveston, Texas, issued General Order No. 3, which announced that in accordance with the Emancipation Proclamation, “all slaves are free.” Months later, the 13th Amendment was ratified, abolishing slavery in the final four border states that had not been subjected to President Abraham Lincoln’s order.

Momentum to establish Juneteenth as a federal holiday picked up steam last year during a summer defined by racial unrest and Black Lives Matter protests in response to the murder of George Floyd by the police. In a bid to woo Black voters during the final months of the 2020 campaign, President Donald J. Trump promised to support legislation to establish the new federal holiday if he was re-elected. Still, some right-wing activists criticized Republicans who supported the measure.

At the White House, Mr. Biden singled out Opal Lee, an activist who at the age of 89 decided to walk from her home in Fort Worth to Washington, D.C., in an effort to get Juneteenth named a national holiday. The president called her “a grandmother of the movement to make Juneteenth a federal holiday” and got down on one knee to greet her in the audience.

He reminisced about meeting her last year while campaigning in Nevada. “She told me she loved me, and I believed it,” he joked. Mr. Biden also framed the holiday as part of his administration’s efforts to address racial equity throughout the federal government.

“The promise of equality is not going to be fulfilled until we become real, it becomes real in our schools and on our Main Streets and in our neighborhoods,” the president said. He pressed Americans to celebrate the new holiday as a day “of action on many fronts,” most important, vaccines.

“We have more to do to close the racial gap in vaccination rates,” Mr. Biden said.

At an enrollment ceremony at the Capitol on Thursday morning, during which Speaker Nancy Pelosi signed the bill, Representative G.K. Butterfield, Democrat of North Carolina, led lawmakers in singing “Lift Every Voice and Sing,” which is often referred to as the Black national anthem.

Representative James E. Clyburn of South Carolina, the No. 3 House Democrat, said he would push for the song to be designated America’s “national hymn.”



Board of Commissioners Agenda Report

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

MEETING DATE: July 6, 2021
PREPARED BY: Bill Dreitzler
ISSUE Highway 210 Sidewalk Extension Recommendation of Award
CONSIDERED:
DEPARTMENT: Admin

SUMMARY OF ISSUE:

The project extends sidewalk from Walgreens along Hwy 210 to Fish Drive. This will improve aesthetics of this corridor and yield drainage improvements in an area that has experienced frequent flooding events. Sealed bids were received June 16, 2021; however, only 2 bids were submitted. In compliance with the NCGS for the formal bidding procedure on projects over \$500,000, the project was re-advertised and bids were received on June 30, 2021. We received the same 2 bids and they were publicly opened.

FINANCIAL IMPACT:

Lanier Construction Co., Inc.	\$1,386,488.00
Browe construction, Inc.	\$1,773,339.00

RECOMMENDATION:

Recommendation award to Lanier Co. Inc. in the amount of \$1,386,488.00

REQUESTED MOTION:

I move to approve/deny the recommended award to Lanier Co. Inc.

REVIEWED BY TOWN MANAGER:

Attachments:

1 Memo

Memo

To: Gerry Vincent, Town Manager
From: Bill Dreitzler, P.E., Town Engineer
Date: July 1, 2021
Re: Highway 210 Sidewalk Extension Recommendation of Award

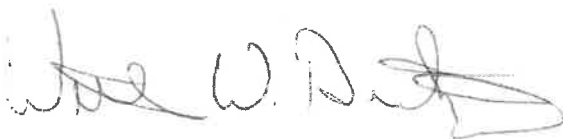
Mr. Vincent,

Project U-5530PA (Locally Administered Project Program – LAPP) officially kicked off back in June 2016 when the Agreement with NCDOT was prepared. The project extends sidewalk from Walgreens along Hwy 210 to Fish Drive. This project is a key portion of our overall Pedestrian Plan and will also improve the aesthetics of this corridor and yield drainage improvements in an area that has experienced frequent flooding events. The project was delayed for a significant period of time when NCDOT paused the project due to funding issues. Once authorized to proceed, sealed bids were received on June 16, 2021; however, only 2 bids were submitted. In compliance with NC General Statutes for the formal bidding procedure on projects over \$500,000, the project was re-advertised and bids received on Wednesday, June 30, 2021. We received the same 2 bids and they were publicly opened. Please consider:

Lanier Construction Co., Inc: \$1,386,488.00
Browe Construction, Inc.: \$1,773,339.00

In addition to this Recommendation of Award, please consider my Project Cost Update Memorandum dated July 1, 2021. Per the project cost evaluation, with acceptance of the low bid the Town's local match will increase from \$104,570 to \$597,548. Previous project cost updates had anticipated a local match increase to \$276,402. With acceptance of the low bid and CAMPO/NCDOT agreeing to the additional funding at a 50-50 split, the project will see be completed with 60% of the cost or \$888,548 being Grant Funds. Based on the importance of this section of sidewalk to our Pedestrian Plan, I would recommend award to Lanier Construction Co., Inc. in the amount of \$1,386,488.00.

Sincerely,



William W. Dreitzler, P.E.
Town Engineer

MANAGER'S REPORT & STAFF REPORTS

TOWN MANAGER'S REPORT

TOWN BOARD MEETING

July 6, 2021

1. General Assembly of North Carolina Session 2021, Session Law 2021-56 Senate Bill 722 became law on Monday, June 28, 2021, without the Governor's signature. In summary, our local elections will continue on a normal schedule.
2. As of July 1, the new budgeted projects will begin as follows:
 - a. A Request for Qualifications to firms to assist with the development of a Master Plan for Angier's Future Park site;
 - b. Drainage Study for the Southwest Basin of Angier to pinpoint the problems and recommend solutions;
 - c. Multiple projects at Jack Marley Park including a Dog Park, added parking, and a Pickleball Court;
 - d. Major improvements to the Town's infrastructure including Pump Stations #1 & #6, downtown sewer replacement improvements, an additional building at the Public Works Complex, and to begin the process to design, finance and construct a new Town Hall/Police Station.
3. The Angier Commemorative Walkway Ribbon Cutting has been scheduled for July 8th at 1pm; this is a project that began prior to the pandemic and is now completed and is a welcomed addition to the downtown.
4. The FY22 budget booklets have been distributed. You will notice that it is transferring into more of an informative document, and more transparent. Thank you to Veronica, Melissa and Heather for their hard work.
5. And lastly, according to our financial advisors (Davenport & Company), local and regional banks were solicited for the upgrades to pump stations 1# & #6 and the refinancing of the Utility Fund loans, the rates came in at very low 2%, and sub 2%; therefore, the earlier reported savings of \$767,000, now appears to be a savings over \$1M. This is excellent news!

THE END

Join us for Angier Commemorative Walkway Ribbon Cutting

July 8, 2021 at 1:00 PM

We hope you're able to join us!

We will be meeting at 1:00 PM on the Depot St (Hwy 210) side of the walkway between 32 E Depot St (Razon Contracting) and 40 E Depot St (Regalos Y Novedades)



Thursday, July 8, 2021 1:00 PM

Angier Commemorative Walkway Ribbon Cutting

Register

32 E Depot St



**GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2021**

**SESSION LAW 2021-56
SENATE BILL 722**

AN ACT TO REQUIRE THAT ELECTIONS IN LOCAL GOVERNMENTS WITH ONE OR MORE OFFICES UP FOR ELECTION IN 2021 WHERE THE CANDIDATE FOR THAT OFFICE IS ELECTED BY DISTRICT SHALL BE DELAYED UNTIL 2022; TO REQUIRE LOCAL GOVERNMENTS WITH DELAYED 2021 ELECTIONS TO REVIEW AND REVISE THOSE ELECTORAL DISTRICTS FOLLOWING THE RELEASE OF THE 2020 U.S. CENSUS DATA; TO PROVIDE THAT REGULAR MUNICIPAL ELECTIONS IN THE CITY OF RALEIGH SHALL BE HELD IN EVEN-NUMBERED YEARS; AND TO ALLOW RESOLUTIONS REDISTRICTING COUNTY ELECTORAL DISTRICTS TO BECOME EFFECTIVE UPON ADOPTION FOR THE 2022 ELECTIONS.

The General Assembly of North Carolina enacts:

SECTION 1.(a) Delay of Certain 2021 Municipal Elections. – Notwithstanding Articles 23 and 24 of Chapter 163 of the General Statutes and any local act of the General Assembly, the regular 2021 elections in any municipality where there is an election of municipal officers scheduled for 2021 and where less than the entire jurisdiction is eligible to vote for candidates for one or more offices on the 2021 ballot shall be delayed until 2022 in accordance with this act. The terms of office of the Mayor and any council member serving on the effective date of this act in a municipality with elections delayed in accordance with this act shall be extended until a successor is chosen, qualified, and sworn into office in 2022.

SECTION 1.(b) Revision of Districts After Release of 2020 Census Data. – G.S. 160A-23.1, and any resolution adopted under that statute, shall not apply with respect to any election delayed to 2022 in accordance with this act. Notwithstanding G.S. 160A-23.1, upon the release of the 2020 Census data by the U.S. Census Bureau, each municipality with elections delayed in accordance with this act shall review and revise its electoral districts in accordance with State and federal law on or before the date provided in Section 1(c) of this act. In revising the electoral districts, the municipality with elections delayed in accordance with this act may seek and provide an opportunity for public input prior to the release of the 2020 Census data. In addition, the municipality with elections delayed in accordance with this act shall provide an opportunity for public input after the release of the 2020 Census data and shall conduct at least one public hearing prior to adopting revised districts.

SECTION 1.(c) Filing Period for Delayed 2021 Municipal Elections. – The form of the notice of candidacy shall be as provided in Article 23 or 24 of Chapter 163 of the General Statutes for the method of election for that municipality. No later than November 12, 2021, each municipality with an election delayed to 2022 in accordance with this act shall notify the appropriate county board or boards of elections with jurisdiction over that municipality's election contests whether the municipality will be able to provide electoral districts revised in accordance with State and federal law on or before November 17, 2021, and if not, the municipality must provide the electoral districts revised in accordance with State and federal law on or before December 17, 2021. The appropriate county board or boards of elections shall then set the filing period that will be used for that municipality's elections delayed to 2022 in accordance with this act as follows:



- (1) Open at 12:00 noon on December 6, 2021, and close at 12:00 noon on December 17, 2021, for municipalities providing the electoral districts revised in accordance with State and federal law to appropriate county board or boards of elections on or before November 17, 2021.
- (2) Open at 12:00 noon on January 3, 2022, and close at 12:00 noon on January 7, 2022, for municipalities providing the electoral districts revised in accordance with State and federal law to appropriate county board or boards of elections on or before December 17, 2021.

SECTION 1.(d) Withdrawal of Notice of Candidacy. – Any person who has filed a notice of candidacy for any elected office with an election delayed to 2022 in accordance with this section shall have the right to withdraw his or her candidacy in accordance with G.S. 163-106.4.

SECTION 1.(e) Date of Election. – With respect to any elected office with an election delayed to 2022 in accordance with this act, the following dates of election shall apply:

- (1) For any municipality elected by the partisan primary and election method, the primary shall be March 8, 2022, and the general election shall be on the date of any second primary held under G.S. 163-111. If no second primary is held under G.S. 163-111, the general election shall be on April 26, 2022. No second primary shall be held for these offices in 2022.
- (2) For any municipality elected by the nonpartisan primary and election method, the primary shall be March 8, 2022, and the general election shall be held on the date of any second primary held under G.S. 163-111. If no second primary is held under G.S. 163-111, the general election shall be on April 26, 2022.
- (3) For any municipality elected by the nonpartisan plurality method, the date of the election shall be March 8, 2022.
- (4) For any municipality elected by the nonpartisan elections and runoff method, the election shall be March 8, 2022, and the runoff election shall be held on the date of any second primary held under G.S. 163-111. If no second primary is held under G.S. 163-111, the runoff election shall be on April 26, 2022.

SECTION 1.(f) The individual certified as the winner of the 2022 election held in accordance with this act shall hold office until the expiration of the term under the municipal charter as if the election had been held in 2021. Notwithstanding G.S. 160A-68, the individual certified as the winner of the 2022 election may be sworn into office at any time after issuance of the certificate of election.

SECTION 1.4. In each county where the county is divided into electoral districts for the purpose of nominating or electing persons to the board of commissioners, the board of county commissioners shall review and revise its electoral districts in accordance with State and federal law, and adopt a resolution containing the revised electoral districts on or before November 17, 2021. Notwithstanding G.S. 153A-22, the resolution becomes effective upon its adoption.

SECTION 1.5.(a) G.S. 163-111(e) reads as rewritten:

"(e) Date of Second Primary; Procedures. – If a second primary is required under the provisions of this section, the appropriate board of elections, State or county, shall order that it be held 10 weeks after the first primary if any of the offices for which a second primary is required are for a candidate for the office of United States Senate or member of the United States House of Representatives. Otherwise, the second primary shall be held seven weeks after the first primary.

~~There shall be no registration of voters between the dates of the first and second primaries. Persons whose qualifications to~~ Subject to G.S. 163-82.6 and G.S. 163-82.6A, persons who register and to vote ~~may~~ after the day of the first primary and before the day of the second primary may register on the day of the second primary and, when thus registered, shall be entitled to vote in the second primary. The second primary is a continuation of the first primary and any

voter who files a proper and timely written affirmation of change of address within the county under the provisions of G.S. 163-82.15, in the first primary may vote in the second primary without having to refile that written affirmation if the voter is otherwise qualified to vote in the second primary. Notwithstanding G.S. 163-82.17, no person shall be permitted to change party affiliation or unaffiliated status between the date of a primary and a second primary. Subject to this provision for registration, the second primary shall be held under the laws, rules, and regulations provided for the first primary."

SECTION 1.5.(b) G.S. 163-82.6(f) reads as rewritten:

"(f) Instances When Person May Register and Vote on Primary or Election Day. – If a person has become qualified to register and vote between the twenty-fifth day before a primary or election and primary or election day, then that person may apply to register on primary or election day by submitting an application form described in G.S. 163-82.3(a) or (b) to:

- (1) A member of the county board of elections;
- (2) The county director of elections; or
- (3) The chief judge or a judge of the precinct in which the person is eligible to vote,

and, if the application is approved, that person may vote the same day. The official in subdivisions (1) through (3) of this subsection to whom the application is submitted shall decide whether the applicant is eligible to vote. The applicant shall present to the official written or documentary evidence that the applicant is the person he represents himself to be. The official, if in doubt as to the right of the applicant to register, may require other evidence satisfactory to that official as to the applicant's qualifications. If the official determines that the person is eligible, the person shall be permitted to vote in the primary or election and the county board shall add the person's name to the list of registered voters. If the official denies the application, the person shall be permitted to vote a challenged ballot under the provisions of G.S. 163-88.1, and may appeal the denial to the full county board of elections. The State Board of Elections shall promulgate rules for the county boards of elections to follow in hearing appeals for denial of primary or election day applications to register. ~~No person shall be permitted to register on the day of a second primary unless he shall have become qualified to register and vote between the date of the first primary and the date of the succeeding second primary.~~"

SECTION 1.5.(c) G.S. 163-302(b) reads as rewritten:

"(b) The provisions of Articles 20 and 21 of this Chapter shall apply to absentee voting in municipal elections, special district elections, and other elections for an area less than an entire county other than elections for the General Assembly, except that the earliest date by which absentee ballots shall be required to be available for absentee voting in such elections shall be 30 days prior to the primary or election or as quickly following the filing deadline ~~specified in G.S. 163-291(2) or G.S. 163-294(e)~~ as the county board of elections is able to secure the official ballots. In elections on incorporation of a municipality not held at the same time as another election in the same area, the county board of elections shall adopt a special schedule of meetings of the county board of elections to approve absentee ballot applications so as to reduce the cost of the process, and to further implement the last paragraph of G.S. 163-230(2)a. If no application has been received since the last meeting, no meeting shall be held of the county board of elections under such schedule unless the meeting is scheduled for another purpose. If another election is being held in the same area on the same day, or elsewhere in the county, the cost of per diem for meetings of the county board of elections to approve absentee ballots shall not be considered a cost of the election to be billed to the municipality being created."

SECTION 1.5.(d) This section becomes effective March 9, 2022, and expires on June 1, 2022.

SECTION 1.6.(a) Notwithstanding S.L. 1993-167, elections to the Charlotte-Mecklenburg Board of Education shall not be held in 2021. Members elected to the Charlotte-Mecklenburg Board of Education in 2017, or persons filling vacancies for those terms,

whose terms were set to expire on December 6, 2021, shall hold over in office until their successors are elected and qualified. Election for those terms of office shall be held at the time of the general election for county offices in 2022, with the results determined as provided by G.S. 163-292. Candidates shall file their notices of candidacy for the election in 2022 with the Mecklenburg Board of Elections no earlier than 12:00 noon on July 25, 2022, and no later than 12:00 noon on August 12, 2022. Terms of office of members of the Charlotte-Mecklenburg Board of Education elected in 2022 shall commence on December 6, 2022, and shall expire on December 2, 2025.

SECTION 1.6.(b) Section 1.6(a) of this act shall become effective only if the federal decennial census information for the 2020 census has not been received by the Charlotte-Mecklenburg Board of Education by July 19, 2021. If the Charlotte-Mecklenburg Board of Education has not received notice of the federal decennial census information by July 19, 2021, the Board shall adopt a resolution to that effect which states that census information was not received and that, pursuant to this act, the next election for the Charlotte-Mecklenburg Board of Education will occur at the time of the 2022 general election. The Board of Education shall adopt the resolution prior to July 26, 2021, and shall publish notice of the delay in the election both on the website of the Charlotte-Mecklenburg Board of Education and at least once in a newspaper of general circulation within seven days of adoption of that resolution. The resolution shall also be submitted to the Mecklenburg Board of Elections and to the State Board of Elections prior to July 26, 2021.

SECTION 1.7.(a) Notwithstanding S.L. 1993-167, elections to the Lexington City Board of Education shall not be held in 2021. Members elected to the Lexington City Board of Education in 2017, or persons filling vacancies for those terms, whose terms were set to expire on December 6, 2021, shall hold over in office until their successors are elected and qualified. Election for those terms of office shall be held at the time of the general election for county offices in 2022, with the results determined as provided by G.S. 163-292. Candidates shall file their notices of candidacy for the election in 2022 with the Davidson County Board of Elections no earlier than 12:00 noon on July 25, 2022, and no later than 12:00 noon on August 12, 2022. Terms of office of members of the Lexington City Board of Education elected in 2022 shall commence on December 6, 2022, and shall expire on December 2, 2025.

SECTION 1.7.(b) Section 1.6(a) of this act shall become effective only if the federal decennial census information for the 2020 census has not been received by the Lexington City Board of Education by July 19, 2021. If the Lexington City Board of Education has not received notice of the federal decennial census information by July 19, 2021, the Board shall adopt a resolution to that effect which states that census information was not received and that, pursuant to this act, the next election for the Lexington City Board of Education will occur at the time of the 2022 general election. The Board of Education shall adopt the resolution prior to July 26, 2021, and shall publish notice of the delay in the election both on the website of the Lexington City Board of Education and at least once in a newspaper of general circulation within seven days of adoption of that resolution. The resolution shall also be submitted to the Davidson County Board of Elections and to the State Board of Elections prior to July 26, 2021.

SECTION 1.8.(a) Section 9 of the Charter of the City of Raleigh, being Session Law 1949-1184, as amended by Chapter 286 of the 1963 Session Laws and Chapter 319 of the 1973 Session Laws, City of Raleigh Ordinance No. 1978-837, reads as rewritten:

"Sec. 9. Number and Election of Members of City Council. – The mode of election of the City Council and Mayor shall be as follows:

- (a) The City Council shall consist of eight (8) members, including the Mayor of the City.
- (b) The mode of election of the City Council and Mayor shall be as follows:

 - (1) The City Council shall divide the City into five (5) electoral districts and shall cause a map of the districts to be prepared and filed as provided by G.S. 160A-22 and 160A-23; one member of the City Council shall be

apportioned to each district so that each member represents the same number of persons as nearly as possible, except for the members apportioned to the City at large; and the qualified voters of each district shall nominate and elect candidates who reside in the district for the seat apportioned to that district.

(2) The qualified voters of the City shall nominate and elect two (2) candidates apportioned to the City at large.

(3) The Mayor of the City of Raleigh shall be elected by all the qualified voters of the City of Raleigh.

(c) The method of election of the City Council of the City of Raleigh shall be the nonpartisan ~~election and runoff election~~ plurality method to be conducted as provided in ~~G.S. 163-293~~ G.S. 163-292.

(d) Each member of the City Council and the Mayor shall be elected for a term of two years and until his successor is elected and qualified.

(e) Vacancies in the City Council shall be filled by the Council for the remainder of the unexpired term.

(f) Vacancies in the office of Mayor shall be filled by the Council from their own number for the remainder of the unexpired term.

(g) Elections shall be held in even-numbered years. All other related dates shall be determined in accordance with the uniform municipal election laws of North Carolina."

SECTION 1.8.(b) No municipal elections shall be conducted in the City of Raleigh in 2021. The next regular municipal election shall be conducted in the City of Raleigh on November 8, 2022. The terms of office of the Mayor and all Council members serving on the effective date of this act shall be extended until their successor is elected and qualified. Regular municipal elections shall be conducted in 2022 and every two years thereafter.

SECTION 1.8.(c) The City of Raleigh shall review and revise its electoral districts in accordance with State and federal law prior to March 31, 2022. The revised electoral districts shall be delivered to the appropriate county boards of elections no later than March 31, 2022.

SECTION 1.9. This act shall not apply to offices elected at large in any municipality where there is an election of municipal officers scheduled for 2021, where less than the entire jurisdiction is eligible to vote for candidates for one or more offices on the 2021, and that municipality has notified the county board of elections at least five business days prior to the opening of the 2021 filing period as provided in Article 23 or 24 of Chapter 163 of the General Statutes for the method of election for that municipality. If the county board of elections is so notified, the county board of elections shall open the filing period for the offices elected at large only for that municipality and conduct the election in 2021 in accordance with that municipality's charter and Chapter 163 of the General Statutes.

SECTION 2. Except as otherwise provided, this act is effective when it becomes law.

In the General Assembly read three times and ratified this the 15th day of June, 2021.

s/ Phil Berger
President Pro Tempore of the Senate

s/ Destin Hall
Presiding Officer of the House of Representatives

This bill having been presented to the Governor for signature on the 16th day of June, 2021 and the Governor having failed to approve it within the time prescribed by law, the same is hereby declared to have become a law. This 28th day of June, 2021.

s/ Olwen Blessing
Enrolling Clerk

Session Law 2021-56: Revise Local Government Redistricting/Census

[Session Law 2021-56 \(Senate Bill 722\)](#) became law on Monday, June 28, 2021, without the Governor's signature. Below is a summary of the law, as well as answers to frequently asked questions. All counties should review this guidance in its entirety as provisions within the law affect all counties, not just those with municipalities that elect by district. Please let us know if you have questions.

Delay of Certain Municipal Elections to 2022 (Sections 1.(a) through 1.(f))

Senate Bill 722 moves elections for municipalities that elect by district to 2022, under the following schedule by election method:

- Partisan primary and election method:
 - Primary on March 8, 2022
 - No second primary in 2022
 - General election on April 26, 2022, or May 17, 2022 if a federal second primary is held
 - Affected municipalities:
 - Charlotte (Mecklenburg)*
 - Sanford (Lee)*
- Nonpartisan primary and election method:
 - Primary on March 8, 2022
 - General election on April 26, 2022, or May 17, 2022 if a federal second primary is held
 - Affected municipalities:
 - Fayetteville (Cumberland)*
 - Greensboro (Guilford)*
 - Hickory (Burke, Catawba)*
 - Mooresville (Iredell)*
- Nonpartisan plurality method:
 - General election on March 8, 2022
 - Affected municipalities:
 - Ahoskie (Hertford)*
 - Clinton (Sampson)*
 - Edenton (Chowan)*
 - Enfield (Halifax)*
 - Greenville (Pitt)*
 - Jacksonville (Onslow)*
 - Kings Mountain (Cleveland, Gaston)*
 - Laurinburg (Scotland)*
 - Lexington (Davidson)*
 - Long View (Burke, Catawba)*
 - Lumberton (Robeson)
 - Mount Olive (Duplin, Wayne)*
 - Plymouth (Washington)*
 - Princeville (Edgecombe)*
 - Roanoke Rapids (Halifax)*
 - Siler City (Chatham)*

- Smithfield (Johnston)*
 - St. Pauls (Robeson)
 - Tarboro (Edgecombe)*
 - Whiteville (Columbus)*
 - Wilson (Wilson)
- Election and runoff method:
 - Election on March 8, 2022
 - Runoff on April 26, 2022, or May 17, 2022 if a federal second primary is held
 - Affected municipalities:
 - Cary (Chatham, Wake)*
 - Elizabeth City (Camden, Pasquotank)*
 - Erwin (Harnett)*
 - Henderson (Vance)
 - New Bern (Craven)*
 - Rocky Mount (Edgecombe, Nash)
 - Statesville (Iredell)*

Mayors and council members who are serving on councils that are delayed to 2022 will serve until a successor is elected and sworn into office in 2022. The individual certified as the winner of the 2022 election may be sworn into office at any time after issuance of the certificate of election.

The filing period for the delayed election depends on how quickly the municipality can adopt a new redistricting plan. The affected municipalities must notify their county board of elections by November 12, 2021, as to whether the municipality will be able to revise their electoral districts by November 17, 2021.

- If they can revise the districts by November 17, 2021, the filing period is noon on December 6, 2021, through noon on December 17, 2021.
- If they cannot revise the districts by November 17, 2021, the municipality must provide the new districts to the county board by December 17, 2021, and the filing period is noon on January 3, 2022, through noon on January 7, 2022.

***Exception for at-large contests in the affected municipalities (Section 1.9):** If one of the affected municipalities normally has an at-large contest on the ballot in 2021 (mayoral or at-large council races), it can opt to hold those at-large contests on its regular election date in 2021 if the municipality notifies the county board of elections by **July 19, 2021**. The following contests could be subject to this exception:

- Town of Ahoskie Council Member At-Large (1 seat)
- Town of Cary Town Council At-Large (1 seat)
- City of Charlotte Mayor and City Council At-Large (4 seats)
- City of Clinton Mayor
- Town of Edenton Council Member At-Large (1 seat)
- City of Elizabeth City Mayor
- Town of Enfield Mayor
- Town of Erwin Mayor
- City of Fayetteville Mayor

- City of Greensboro Mayor and City Council At-Large (3 seats)
- City of Greenville Mayor and City Council At-Large (1 seat)
- City of Hickory Mayor
- City of Jacksonville Council Member At-Large (2 seats)
- City of Kings Mountain City Council At-Large (1 seat)
- City of Laurinburg City Council Member At-Large (1 seat)
- City of Lexington Mayor
- Town of Long View Mayor
- Town of Mooresville Mayor and Commissioner At-Large (1 seat)
- Town of Mount Olive Mayor and Commissioner At-Large (1 seat)
- City of New Bern Mayor
- Town of Plymouth Mayor
- Town of Princeville Mayor
- City of Roanoke Rapids Mayor
- City of Sanford Mayor and Council Member At-Large (1 seat)
- Town of Siler City Mayor and Town Commissioner At-Large (1 seat)
- Town of Smithfield Mayor
- City of Statesville Mayor and Councilman At-Large (2 seats)
- Town of Tarboro Mayor
- City of Whiteville Mayor

County Board of Commissioners Redistricting (Section 1.4) – AFFECTS ALL COUNTIES

This section provides that a county board of commissioners must adopt a new redistricting plan by November 17, 2021, and the resolution becomes effective at that time. The effect of this provision is that it takes the place of the current statutory process for county commissioner redistricting, which requires a board of commissioners to adopt a redistricting resolution at least 150 days before the day of the primary. This would have required a county board of commissioners to adopt their new districts by October 9, 2021, which would have been virtually impossible if the county doesn't receive Census data until late September 2021.

Voter Registration Between First and Second Primaries (Section 1.5) – AFFECTS ALL COUNTIES

For 2022 only, this law permits voter registration between the first and second primaries. Voters still may not change their party affiliation or unaffiliated status between the first and second primaries. Generally, voter registration is not permitted between a first and second primary. However, because municipal general elections are held in 2022 on the same date as a potential second primary for other statewide contests, this provision addresses the complication that some voters would be eligible to vote in the municipal election who would not be eligible to vote in the second primary held on the same day.

Charlotte-Mecklenburg Board of Education (Section 1.6)

If Census data is not received by July 19, 2021, this law delays the election for the Charlotte-Mecklenburg Board of Education to November 8, 2022, upon the adoption of a resolution by the school board by July 26, 2021. The filing period would begin at noon on July 25, 2022, and end at noon on August 12, 2022.

Lexington City Board of Education (Section 1.7)

If Census data is not received by July 19, 2021, this law delays the election for the Lexington City Board of Education to November 8, 2022, upon the adoption of a resolution by the school board by July 26, 2021. The filing period would begin at noon on July 25, 2022, and end at noon on August 12, 2022.

City of Raleigh Permanent Election Changes (Section 1.8)

This section permanently changes the method of election for the City of Raleigh from the nonpartisan election and runoff method to the nonpartisan plurality method, and moves those elections from odd-numbered years to even-numbered years. The 2022 municipal election will be held on November 8, 2022, and filing begins at noon on July 1, 2022, and ends at noon on July 15, 2022. This section also requires the City of Raleigh to adopt new electoral districts by March 31, 2022.

Frequently Asked Questions

Q: Does this law automatically delay mayoral contests if the municipality elects its town council by district, even though everyone in the town can vote for the office of mayor?

A: Yes, this law automatically delays the at-large contests (including mayor and at-large town council contests) in municipalities that would have elected at least one town office by district in 2021. If a town wishes to hold its at-large contests in 2021, it must adopt a resolution and notify the county board of elections by July 19, 2021.

Q: Does a city have the authority to hold an ABC election in 2021 if the municipal election for that town is delayed to 2022?

A: No, a city may not hold an ABC election in 2021 if its municipal election was delayed to 2022 unless the city has an at-large election that would normally be held in 2021 and it decides by July 19 to hold that election on its regular schedule. Otherwise, G.S. 18B-601(f) provides that the board of elections must conduct and set the date for the alcoholic beverage election in accordance with G.S. 163-287, which provides that the election can only be held on one of the following dates:

- At the same time as any other State or county general election.
- At the same time as the primary election in any even-numbered year.
- At the same time as any other election requiring all the precincts in the county to be open.
- At the same time as a municipal general election, if the special election is within the jurisdiction of the municipality only.

Q: Does this law affect municipal school board, sanitary district, or other local elections, if those entities elect by district?

A: Not necessarily. In general, this law only affects municipal elections, not school boards or other local elections. However, if the language of the charter or session law states that the election for that entity is to be held on the same date as the municipal election, that election may also be delayed to 2022. Please contact legal@ncsbe.gov if you think this may apply to a local election in your county.

Q: A small municipality in my county does not elect by district and is concerned about the cost of having its election in 2021 when a larger municipality's election in the county has been moved to 2022. Can the small municipality postpone its election? What other options does it have?

A: The small municipality may not move its election from 2021 because, absent a local act, there is no statutory authority to do so for municipalities that do not elect by district. The municipality could decide to eliminate absentee voting (this includes absentee by mail and early voting). Pursuant to G.S. 163-302, a municipality may authorize (or deauthorize) absentee voting by resolution. Such resolution must be adopted no later than 60 days prior to an election in order to be effective for that election. Any such resolution shall remain effective for all future elections unless repealed no later than 60 days before an election.

HUMAN RESOURCES



HR/PAYROLL MONTHLY REPORT

FOR THE MONTH OF:

May 2021

- Processed payroll on 5/7/21 \$55,834.27 and 5/21/21 \$56,165.06
- Compiled & Submitted Monthly Retirement Report on 5/21/21 \$26,886.91
- Remitted Federal & State payroll tax on 5/7/21 and 5/21/21
- Invoiced Harnett County SRO Contract for May 2021
- Sent out reminders for annual evaluations
- Worked with Tyler on Payroll Parallel to complete set up and be ready for GoLive July 12
- Assisted with new Tyler Software configuration meetings bi-weekly
- Worked on Budget (payroll) numbers
- Posted Utility Maintenance Worker Position

TYLER UPDATE INFORMATION

- Tyler cutover meeting held on June 8th
- AP Go live Week of June 28
- GL Go live Week of June 28
- Bank Rec Go live week of June 28
- Payroll Go live week of July 12 (could be sooner still waiting to see)
- Utilities Go live week of Nov 22

ENGINEERING

Memo

To: Gerry Vincent, Town Manager
From: Bill Dreitzler, P.E., Town Engineer
Date: June 29, 2021
Re: July 2021 BOC Meeting - Engineer's Staff Report

Please consider my staff report for the scheduled July 6, 2021 Board of Commissioners meeting:

Hwy 210 Sidewalk Extension Project

The project was advertised for construction on May 17, 2021. Bids will be received on June 16, 2021 at 2 PM at Town Hall. We did not have the required 3 bids on June 16th. Therefore, per NCGS requirements we re-advertised for a bid opening on 6-30-21. Recommendation of Award is anticipated for the July Board of Commissioners Meeting. The construction time frame is anticipated to be 6-months.

Willow, Junny and West Lillington Sidewalk Extension – LAPP (EB-6020)

We have been authorized to proceed with the PE (engineering design and permitting) Phase of the project. Staff is in the process of preparing an RFLOI meeting NCDOT's standards for advertisement. The draft RFLOI must be submitted to NCDOT for review and approval prior to advertisement. We have not been authorized to proceed with ROW Acquisition or Construction at this time. The RFLOI process is a qualification-based selection. Therefore, once we receive submittals from interested engineering Firms, we will evaluate and rank. If the selection team determines interviews are appropriate, we may bring in the topo 2 or 3 firms for further consideration. Once a firm is selected, we will negotiate a fee agreement with said firm. The budget for the PE Phase of this project is \$175,000 and therefore \$140,000 Federal Grant and \$35,000 Local Match. The RFLOI is still pending NCDOT approval. Based on the current process through NCDOT, I am anticipating a recommendation to the Commissioners in August 2021 for the PE Phase Consultant.

Wastewater Inflow/Infiltration Evaluation

We have authorized Vision NC to begin the video inspection the previously identified 13,000 linear feet of sanitary sewer collection lines. Once completed our inflow/infiltration consultant Hydrostructures will review the video and provide us with a concise Condition Assessment Report / Technical Memo.

The video inspection work has been completed and Hydrostructures is in the process of evaluating. Once the evaluation is completed, they will provide a Condition Assessment Report/Technical Memorandum. The Report will include a summary of recommendations with cost estimates. We anticipate completing this project by the end of July 2021.

Wastewater Collection and Water System Master Plan

The utility mapping will be updated as new developments are recorded and populated within the Harnett County GIS system. At present, we will be updating the wastewater collection and water distribution system mapping to include a) Southern Acres, b) Kathryn's Retreat and c) Bellewood. **The update is now underway and we anticipate completion by mid-July. As subsequent developments record final plats and are updated on the Harnett County GIS Site we will update our Utility Master Plans accordingly.**

Construction Standards

The updated water and sewer standard details are being drafted. The water and sewer details have been completed, reviewed and final comments are being addressed. Staff is in the process of marking up the street details.

Sanitary Sewer Flow Tracking

Through May 2021 our Average Daily Flow (ADF) to the North Harnett Regional Wastewater Treatment Plant is 0.682 MGD or roughly 68% of our 1.008 MGD treatment allocation. We are currently tracking 0.567 MGD in obligated but not yet tributary flows (12 different active developments). Therefore, our ADF + NYT flow is over our permitted capacity by 0.241 MGD.

We have received written notification from HRW of their intent to begin the permitting and design of the North Harnett Regional Wastewater Treatment Plant. HRW is currently planning an expansion in the range of 6-7.5 MGD. The current plant capacity is 7.5 MGD. The Town has submitted a letter to HRW formally requesting an initial purchase of an additional 1.0 MGD of wastewater treatment. Furthermore, the Town has requested for a contract modification that provides for the purchase of an additional 1.0 MGD within the next 5 to 10 years.

Pump Station #1 – Dupree Street

The project will be advertised in the N&O on Wednesday, May 26, 2021 and in the Dunn Daily Record on Friday, May 28, 2021. The original bid date of June 22, 2021 was extended to adequately address questions from contractors. The new bid date is 6-29-21. At present we anticipate only 1 bid and have pro-actively re-advertised today with a bid date of 7-6-2021 meeting the required minimum of 7 days from advertisement. The bid certification and recommendation of award will be completed on the 6th and presented to the Board at the scheduled July 6, 2021 Board of Commissioners Meeting.

Pump Station #6

The PS1 and PS6 projects are being bid under a single contract. See PS #1 above for the project status.

Drainage Evaluation – Southwest Angier Drainage Basin

Gradient has begun work on the Southwest Angier Drainage Basin Study. Field and Survey work will begin in early July.

Stormwater Utility Fee

An initial discussion regarding Stormwater Utility Fees was held at the BOC Workshop on Tuesday, May 18, 2021. The Board instructed staff to continue with the process of developing a Stormwater Utility Fee Structure. The initial step will be developing a Stormwater Capital Improvement Plan.

Miscellaneous

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

- Attendance as staff engineer at the Pre-Development, TRC, Planning Board Meetings, Board of Commissioners Meetings, and Board of Adjustment Meetings, as required.
- Meet with citizens on an on-call basis for issues predominately related to storm drainage.

Sincerely,



Bill Dreitzler, P.E., Town Engineer

Jun-20	14.957	NYT flow		Potential Development - Identified - CD Phase	
Jul-20	10.898				
Aug-20	21.194	Kathryn's Retreat 62 lots x 360	0.022	Kennebec Crossing (89)	0.032
Sep-20	24.088				
Oct-20	25.868	Bellewood 71 lots x 480	0.034	Tanglewood (32)	0.012
Nov-20	22.399				
Dec-20	26.743	Whetstone Phase 2 36 lots X 225	0.008	Cotswold PUD	0.047
Jan-21	25.612				
Feb-21	24.743	Angier Plaza Phase 2	0.004	Subtotal	0.091
Mar-21	21.074				
Apr-21	20.269	Andrews Landing TH 9 units x 360	0.003		
May-21	11.133				
	248.978	Gen Meadow Phase 2 15 lots x 400	0.006		
ADF	0.682				
		Honeycutt Oaks 254 lots x 360	0.091		
		Lynn Ridge 77 lots x 360	0.028		
		Coble Farms West 199 lots x 360	0.072		
		Neill's Pointe 208 lots x 360	0.075		
		Highland Ridge 256 lots x 480	0.123		
		Spring Village 259 lots x 360	0.1		
		15 lots x 480			
		Subtotal	0.567		
Total flow to HC thru PS # 9 and CS# 1 and CS # 2				Potential Development - Discussions	
				Subtotal	0
ADF + NYT	1.249	%	1.239		
Add in Land Application		%	1.035		
ADF + NYT + Identified	1.340	%	1.329		
Add in Land Application		%	1.110		
ADF + NYT + Identified + Discussions	1.340	%	1.329		
Add in Land Application		%	1.110		

LAST UPDATE: 6-17-2021

PARKS & RECREATION

MONTHLY REPORT
ANGIER PARKS & RECREATION
June 29, 2021

- SPRING SPORTS ARE NOW COMPLETE AND IT WAS A VERY SUCCESSFUL SEASON WITH THE SPRING 2021 SEASON BEING AS NORMAL AS POSSIBLE. EVERYONE WAS VERY EXCITED AND GRATEFUL TO BE BACK OUT AND ENJOYING THE SPRING SPORTS SEASON AND JACK MARLEY PARK.
- AFTER THE SEASON ENDED WE AERATED, EDGED AND TOPDRESSED OUR FIELDS TO HELP RECOVERY FROM ALL OF THE PLAY OVER THE PAST 4-5 MONTHS. FIELDS ARE RECOVERING VERY WELL AND WILL BE READY TO GO IN AUGUST WHEN WE START BACK WITH THE FALL SPORTS.
- FALL SPORTS REGISTRATION WILL BEGIN JULY 26 AND RUN THROUGH AUGUST 26. WE WILL OFFER FOOTBALL, SOCCER, CHEERLEADING, BASEBALL AND SOFTBALL IN THE FALL. AGES 3-13 FOR OUR FALL SPORTS.
- WE ARE PREPARING FOR WHAT WE FEEL LIKE IS OUR BIGGEST FALL SPORTS SEASON NUMBERS YET.
- WE WILL BE GETTING QUOTES IN JULY & AUGUST FOR ADDITIONAL PAVED PARKING SPACES ALONG WILLIAMS STREET.

POLICE



Angier Police Department

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

Angier, North Carolina 27501

Office (919) 639-2699

Chief of Police
Arthur R. Yarbrough, Jr.
ayarbrough@angier.org

Date June 25, 2021
To Town Manager Gerry Vincent
From Arthur R. Yarbrough, Jr

Subject Matter: 2021 Police Activities
Statistical Data

Great to report that the Police Department is at full staff at this time.

ABC Monthly Report is included in Board Packets

****Police activities for the month of June consisted of 2,996 calls for Service/Officer initiated activities (call logs). Officers investigated 20 (oca) incidents involving 16 offenses. Of the offenses committed 13 individuals were arrested on a total of 16 charges. 11 arrests were made due to outstanding warrants (warrant service). 1054 subdivision checks were logged so far in the month of June. Officers also directed traffic on 4 occasions at Carolina Charter Academy. CCA is now on summer break. 14 traffic accident reports were created this month. All of our traffic speed monitoring devices are operational once again. 35 traffic citations were issued totaling 49 charges. We have received several speeding complaints so we would ask that our citizens please monitor their speed. Speed enforcement will be a priority at this time.**

Would like to thank Veronica, Melisa and Heather for completing our Operating Budget Books, certainly a lot of work went into them which is very obvious and I'm sure that everyone appreciates them. They look great!

Thank you,

Chief of Police
Arthur R. Yarbrough, Jr.
ayarbrough@angier.org

Call Log Call Type Summary

Angier Police Department

05/26/2021 - 06/24/2021

<No Call Type Specified>	3	911 Hang Up - 911 Hang Up	5
Alarm Activation - Alarm Activation	25	Animal Complaint - Animal Complaint	2
Assault - Assault	1	Assist EMS - Assist EMS	4
Assist Fire - Assist Fire Department	1	Assist Motorist - Assist Motorist	7
Assist Other Agency - Assist Other Agency - Law Enforcement	3	Business Walk Thru - Business Walk Thru	100
Careless and Reckless Vehicle - Careless and Reckless Vehilce	5	Citizen Complaint - Citizen Complaint	1
Crash - Traffic Accident	14	Direct Traffic - Direct Traffic	4
Disturbance - Disturbance	10	Domestic Dispute - Domestic Dispute	9
Escort - Escort	16	Follow Up - Follow Up	1
Foot Patrol - Foot Patrol	54	Found Property - Found Property	1
Fraud - Fraud	8	Harrassing Phone Calls - Harrassing Phone Calls	1
Involuntary Encounter - Involuntary Encounter	1	Larceny - Larceny	6
Larceny By Employee - Larceny By Employee	1	Mental Subject - Mental Subject	3
Missing Juvenile - Missing Juvenile	1	Missing Person - Missing Person	2
Noise Complaint - Noise Complaint	3	Open Door - Open Door	2
Other Call - Other Call Not Listed	5	Property Damage - Property Damage	2
Security Check - Security Check	1,498	Shoplifting Complaint - Shoplifting Complaint	1
Shots Fired - Shots Fired	1	Stand-By - Stand-By	2
Subdivision Check - Subdivision Check	1,054	Suspicious Activity - Suspicious Activity	7
Suspicious Person - Suspicious Person	9	Suspicious Vehicle - Suspicious Vehicle	6
Traffic Checkpoint - Traffic Checkpoint	1	Traffic Stop - Traffic Stop	78
Trespassing - Trespassing	5	TWO - Talk With Officer	11
Under Cover Buy - Under Cover Buy	4	Warrant Service - Warrant Service	11
Welfare Check - Welfare Check	7		

Total Number Of Calls: 2,996

Arrest Misdemeanor Totals by Officer

Angier Police Department

(05/26/2021 - 06/24/2021)

Arresting Officer:	Total Charges On All Misdemeanor Arrests:	Total Misdemeanor Arrests:
618 - Corporal Jerel M. Wilson	2	1
614 - James E. Reagan	1	1
616 - Officer Dustin L. Miller	3	3
610 - Officer Torry L. Creek	1	1
612 - Patrol Daniel H. Helms	2	2
Total:	9	8

Citation Totals by Officer

Angier Police Department

(05/26/2021 - 06/24/2021)

Officer:	Number of Citations:	Number of Charges:
610 - T. CREEK	3	4
612 - D. HELMS	11	16
615 - S. POLLARD	7	9
616 - D. MILLER	10	14
618 - J. WILSON	3	4
9372 - C. SENESE	1	2
Totals:	35	49

Arrest Felony Totals by Officer

Angier Police Department

(05/26/2021 - 06/24/2021)

Arresting Officer:	Total Charges On All Felony Arrests:	Total Felony Charges:	Total Felony Arrests:
605 - Sgt Detective Joel R. Shattuck	5	5	3
606 - Sgt. Detective David M. Adams	2	2	2
Total:	7	7	5

State of North Carolina
Alcoholic Beverage Control Commission
ABC Law Enforcement Monthly Report
GS 18B-501(f1)



Board:

Angier Town

Reporting Month / Year:

Jun-21

Regulatory Activity and Training	
Violations Reports Submitted to ABC Commission	0
Total Number of Offenses Contained in Reports	0
Sell to Underage Campaign Checks	0
Permittee Inspections	0
Compliance Checks	0
Seller / Server Training	0
Alcohol Education	0

ABC Law Violations	At Permitted Establishment	Away From Permitted Establishment
Sell / Give to Underage		0
Attempt to Purchase / Purchase by Underage		0
Underage Possession		0
Unauthorized Possession		0
Sell / Give to Intoxicated		0
All Other Alcohol Related Charges		0
	Total:	0

Controlled Substance Violations	At Permitted Establishment	Away From Permitted Establishment
Felony Drug Related Charges		2
Misdemeanor Drug Related Charges		1
	Total:	3

Other Offenses	At Permitted Establishment	Away From Permitted Establishment
Driving While Impaired		0
All Other Criminal Charges		49
	Total:	49

TOTAL CRIMINAL CHARGES:	52
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Agencies Assisted	
Assistance Provided to Other Agencies	0

Remarks

Reporting Officer / Title:

A.Yarbrough / Chief

Report Date:

6/24/2021

PLANNING & INSPECTIONS



Town of Angier
Planning & Inspections Department
919-331-6702



Robert K. Smith
Mayor

Gerry Vincent
Town Manager

Planning and Inspections Department
Monthly Report: June 2021

Permitting Totals – Month of June 2021:

Total Permits Issued: **70**

Building Inspections Performed: **225**

New Construction Permits Issued - Residential: **15**

New Construction Permits Issued - Commercial: **0**

Total Fees Collected: **\$20,929.50**

2020-2021 Fiscal Year Totals:

New Construction - Residential: **198**

New Construction - Commercial: **0**

Total Fees Collected: **\$267,870.75**

Fiscal Year Revenue Projection: **\$90,000**

Additional Revenue Collected: \$177,870.75



Town of Angier
Planning & Inspections Department
919-331-6702



Robert K. Smith
Mayor

Gerry Vincent
Town Manager

Subdivisions – Current Status:

Whetstone Phase II: 36 Lots nearing recordation

Bellewood: Home Construction Underway

Kathryn's Retreat: Home Construction Underway, Phase 4 Under Review

Coble Farms West: Phase 1 Nearing Recordation – 47 lots

Honeycutt Oaks PUD: Site Construction Underway

Glen Meadow Phase II: Home Construction Underway

Lynn Ridge: Home Construction Underway, Phases 2 & 3 Nearing Recordation

Neill's Pointe: Site Construction Underway

Highland Ridge: Construction Drawings Nearing Approval

Kennebec Crossing: Construction Drawings Under Review

Spring Village PUD: Construction Drawings Nearing Approval

Tanglewood: Preliminary Plat Conditionally Approved, Waiting for Revisions

Cotswold PUD: Master Plan Approved, Construction Drawings in Review

Multifamily & Nonresidential Projects – Current Status:

Andrews Landing Townhomes (8316 S. NC 55 Hwy): Townhome Construction Underway

Code Enforcement Spreadsheet Attached

2021 Code Enforcement Report

All Active and Recently Closed Violation Files

File Number	Site Address	Property Owner	Nature of Violation	Date Opened	Date Closed	Current Status
18-107	102 N Dunn St	Barbara Bass-Jones	Minimum Housing Case	11/6/2018	6/22/2021	CLOSED - STRUCTURE DEMOLITION COMPLETE
* 19-158	91 S Johnson St	Ormar Arroyo Aparicio (new owner)	Minimum Housing Case	10/14/2019		Dwelling Boarded 4/9/20. New Owner pulled building permit to restore to liveable condition - 2/24/21 Inspection complete Re-Inspection 8/11/21
20-3	123 E Depot St	Curtis Perry	Unscreened Dumpster	1/2/2020		Civil Penalties Continued Pending)
* 20-19	201 W Lillington St	Jennie Scriven	Minimum Housing Case	4/9/2020		Property sold June 2020. New property owner in progress of renovating dwelling for habitation. Inspected 4/20/21 see notes (Next Inspection 7/20/21) Work in progress
20-66	161 W McIver St	Morris Coats	Unpermitted Work	7/31/2020		Stop Work Order Issued, Tenant Working to Obtain Permits
20-105	45 Fish Dr	Passport Door Systems, Inc.	Incomplete Dumpster Screening	11/12/2020		Contact with owner 4-5-21) 30 days ext. 5/4/21 Citation \$50 - 6/11/21 Citation \$100

2021 Violation Files

21-001	94 S Cross St	Margaret Murchison	Minimum Housing Violations	1/15/2021	6/30/2021	CLOSED (Demo of Structure Complete) Order to Repair or Demolish - Deadline: 5/19/21 Follow up inspection complete 6/1/21 Ordinance to demo approved
21-002	115 S Raleigh St	Torres Investments, LLC	Damaged Sign	1/15/2021	6/1/2021	CLOSED OWNER COMPLIANCE Owner Pulling Permits for site renovation and building expansion (Permits obtained) Sign Complete
21-005	234 W Depot St	Avery Moore	Alleged Min Housing Violations	1/21/2021		Inspection complete 5/19/21; Inspection report emailed 30 days to repair deadline 6/20/21 (No contact 6/22/2021) Need to reinspect
21-006	102 N Dunn St	Barbara Bass-Jones	Stop Work Order	1/21/2021	6/22/2021	CLOSED - STRUCTURE DEMOLITION COMPLETE
21-010	180 N Raleigh St	Sergio Cortes	Vacant Sign	2/8/2021		Violation Letter Sent, Deadline: April 5th citation issued (150.00 fines)
21-026	288 N Raleigh St	Barbara B Properties, LLC	Damaged Dumpster Screening	2/24/2021		Violation Letter Sent, Screening complete pending gate installation
21-041	48 S Dunn St	Harry Arnette	Discarded Debris/Grass	4/5/2021		NOV letter issued - 4/5/21, 4/19/21 - abatement pending bids to remove debris
21-052	176 W. Church St.	Ravmon Houston	Trash /Debris	4/6/2021		Minimum Housing - INSPECTION DATE 5/28/21 @ 10am FOF Order to Repair / Demolish Deadline 9/13/21
21-058	157 S. Pleasant St.	Corwin/Kelly Sharp	Vehicle - Off Street Parking	4/14/2021	6/18/2021	CLOSED VEHICLE STATUS CHANGED TO RECREATIONAL
21-062	281 W. Depot St	Guillermo Mateo Morales	Minimum Housing	4/19/2021		Structure demo 5/24/21 completed / Primary Structure inspection 7/8/21
21-063	91 S. Johnson St	Ormar Arroyo Aparicio (new owner)	Minimum Housing	4/13/2021		Inspection complete (see notes) Next Inspection 8/11/21 Work in progress
21-064	201 W. Lillington St.	Hugo Aranda	Minimum Housing / Debris	4/13/2021		(Debris removed 5/24/21) Follow up Inspection 7/20/21
21-071	140 S Cross St	Dorothy Carrington / Janie White	Min. Housing	2/22/2021	6/14/2021	CLOSED Order to Demo (Demo Complete -owner compliance)
21-075	333 N. Raleigh St. Ste. G	La Tejeria Mexican Grill	Waste Container Screen	5/4/2021		5/5/21 deadline 30 days (Deadline to comply 6/25/21) Citation issued 6/30/21 (\$50)
21-076	333 N. Raleigh St. Ste. H	Subway	Waste Container Screen	5/4/2021		5/5/21 deadline 30 days (Deadline to comply 6/25/21) Citation issued 6/30/21 (\$50)
21-077	333 N. Raleigh St. Ste. E	Daddy Bob's BBQ	Waste Container Screen	5/4/2021		5/5/21 deadline 30 days (Deadline to comply 6/25/21) Citation issued 6/30/21 (\$50)
21-082	101 Cinda Dr.	Oak City Property Group LLC	Open Storage Debris	5/3/2021		Tenant Moving Out / Property Under Contract Final NOV 6/16/21 Final NOV 6/28/21
21-083	176 W. Church St.	Ravmon Houston	Min. Housing	5/14/2021		Order to Repair/Demo (SEE FOF - DEADLINE 9/13/2021)
21-084	38 E. Lillington St.	VAUGHN GROVER B	High Grass	5/18/2021	6/17/2021	CLOSED Abatement request approved 6/10/21 Town Abatement
21-087	LOT#32-33 CHURCH ST. 100X150	J F McMillan / Tommie Davis	High Grass	5/10/2021	6/1/2021	CLOSED NOV issued 5/19/21
21-089	42 Jimmy Rd	Dylan Elkins	High Grass	5/19/2021	6/1/2021	CLOSED NOV issued 5/20/21
21-090	950 N. Broad St	Miron Hicks / Linda Rogers	High Grass	5/19/2021	6/2/2021	CLOSED Owner Compliance
21-091	109 E. Lillington	Hajieh Hussien	Vehicles	5/20/2021	6/29/2021	CLOSED Vehicles removed (Owner deceased)
21-092	109 E. Lillington	Hajieh Hussien	High Grass	5/20/2021		NOV issued 5/21/21 Owner is deceased pending abatement Deadline to remove 6/27 - conversation with Tonya Yost
21-094	428 N. Dunn St.	J.C. Dwyer / Tony Dwyer	High Grass	5/19/2021	6/14/2021	CLOSED TOWN ABATEMENT -Abatement fee paid 6/23/2021
21-095	417 N. Dunn St.	Shrimeloe Persaud	High Grass	5/20/2021	6/3/2021	CLOSED NOV letter issued 5/25/21
21-096	58 S. Dunn St.	Harry Arnette	Min. Housing	5/25/2021		inspection 6/1/21 @ 2pm - Hearing 6/17/21 @ 10am FOF Order issued Deadline 9/20/21
21-097	183 Courtland Drive	Lee & Sonjara Elliot	Grass / Debris	5/26/2021	6/16/2021	CLOSED NOV issued 5/26/21 Owner compliance
21-098	250 Courtland Drive	Lance Fuller (Lance Fuller Homes)	High Grass	5/26/2021	6/9/2021	CLOSED NOV issued 5/28/21
21-099	53 N. Johnson Street	Steve Adams	Debris / High Grass	5/26/2021	6/21/2021	CLOSED OWNER COMPLIANCE
21-100	172 Clearfield Drive	John / Kimberly Tie	High Grass	6/8/2021	6/21/2021	CLOSED OWNER COMPLIANCE
21-101	205 Lester St.	Jamie Frost/Tina Zala	Structure no permit	6/7/2021	6/29/2021	CLOSED OWNER COMPLIANCE
21-102	348 W. Depot St.	Samuel Stephenson	High Grass	6/4/2021	6/21/2021	CLOSED OWNER COMPLIANCE
21-103	348 W. Depot St.	Samuel Stephenson	Debris	6/4/2021	6/21/2021	CLOSED OWNER COMPLIANCE
21-104	125 N. Raleigh St	Daisy Salazar	Unsanitary markings	6/8/2021		Request to remove sent 6/9/21 Pending removal
21-105	18 Nordan St. Vacant parcel	Moises Chavez	High Grass	6/3/2021	6/17/2021	CLOSED OWNER COMPLIANCE
21-106	66 Winwood Drive	Ebizaal Roche / Roman Cubano	Debris	5/25/2021	6/21/2021	CLOSED OWNER COMPLIANCE
21-107	373 W. Church St.	Dewan / Dedra McCants	Accessory Structure - No permit	6/14/2021	6/25/2021	CLOSED OWNER COMPLIANCE/STRUCTURE REMOVED)
21-108	401 S. Raleigh St.	Gale Peed Income Only Trust	Trash / Debris	6/15/2021	6/17/2021	CLOSED OWNER COMPLIANCE
21-109	114 Lester St.	Kay B Autry	High Grass	6/7/2021	6/28/2021	CLOSED OWNER COMPLIANCE
21-110	111 Jill St.	Edward / Beale Weaver	Debris / Grass	6/7/2021		NOV issued 6/16/21 pending abatement
21-111	246 Lester St.	Christopher Brown	High Grass	6/7/2021		NOV issued 6/17/21 No Contact - Pending abatement
21-112	693 N. Broad St.	Tri-Are Food Systems Inc.	High Grass	6/7/2021	6/29/2021	CLOSED OWNER COMPLIANCE - PROPERTY CUT
21-113	34 Brax Carr Way	Kenneth Jackson	High Grass	6/7/2021	6/18/2021	CLOSED OWNER COMPLIANCE-PROPERTY CUT
21-114	8305 S NC 55 Hwy	Beryl Road Properties LLC	High Grass	6/17/2021	6/24/2021	CLOSED OWNER COMPLIANCE-PROPERTY CUT
21-115	8316 S NC 55 Hwy	Mohler Investments LLC	High Grass	6/17/2021		NOV issued 6/18/21 PENDING ABATEMENT
21-116	9706 Kennelboc Church Rd	Albemar Properties LLC	High Grass	6/17/2021		NOV issued 6/18/21 PENDING ABATEMENT
21-117	8321 S NC 55 Hwy	Dollar General	High Grass	6/17/2021		NOV issued 6/18/21 PENDING ABATEMENT
21-118	N. Raleigh St. PIN# 0674-63-8873	Furnace Marketplace	High Grass	6/17/2021	6/29/2021	CLOSED OWNER COMPLIANCE
21-119	166 N. Raleigh St.	Silverstone Investment LLC	High Grass	6/17/2021		NOV issued 6/17/21 (NOV returned) 1st class mailed returned / posted onsite 6/29/21
21-120	807 S. Raleigh St.	Andrew Nathan Coimbra	High Grass	6/21/2021		NOV issued 6/17/21 PENDING ABATEMENT
21-121	59 W. Depot St.	Robin Hood Oil Inc.	High Grass	6/17/2021		NOV issued 6/22/21
21-122	228 Montasol Court	Melanie Phillips / Jonathan Broadbridge	Fence - Easement Encroachment	6/21/2021		On site visit (work stop order) 6/22/21 @ 4pm variance request pending
21-123	50 Depot St.	Ancier Family Pharmacy	Temporary Sign	6/22/2021		NOV issued 6/22/21
21-124	110 S. Johnson St	Rudolph / Martha Brown	Minimum Housing	6/23/2021		Request Min. Housing Inspection on 7/8/21
21-125	263 W. Depot St.	Guillermo Mateo Morales	Debris / Grass	6/28/2021		NOV issued 6/29/21
21-126	255 W. Depot St.	Guillermo Mateo Morales	Debris / Grass	6/28/2021		NOV issued 6/29/21
21-127	255 W. Depot St.	Guillermo Mateo Morales	Min. Housing	6/28/2021		NOV issued 6/29/21
21-128	263 W. Depot St.	Guillermo Mateo Morales	Junk Vehicle	6/28/2021		NOV issued 6/29/21







06 28 2021









06 28 2021



04 26 2021



06 25 2021

PUBLIC WORKS



Town of Angier

www.angier.org

Robert K. Smith
Mayor

Gerry Vincent
Town Manager

Veronica Hardaway
Town Clerk

July 1, 2021

Public Works staff report for the Month of July.

- Staff took 19 loads of limbs/Leaves to the landfill the month of May (40.79tons)
- Staff took 7 loads of Household to the landfill the month of May (7.16 tons)
- Staff set 20 new water meters
- Staff completed 183 workorders to mark Town Utilities (water and sewer lines).
- Staff repaired sewer outfall line behind Whetstone West
- Staff working on water lines at N. Willow Street, replacing 18 water meter services to abandon the old water line under the sidewalk. Staff will be asphaltting road cuts
- Staff planted shrubs and mulched small Alley across from Ed's for the Brick project.
- The Timmons Group. Will be opening bids for Pump station 1 and 6 on July the 6th.
- Staff cut off 120 residents for not payment of the water bill
- Staff cutting grass and edging sidewalks around Town, N. Willow, Church, Park, Lillington Roy, North and South Broad.
- Staff cleaned ditch at West McIver and NC 55
- Staff received bids for the Hwy 210 sidewalk project, Bill will review bids and forward the Manager his recommendation.
- Staff cleaned and mowed out fall lines.
- Staff watered flowers in pots
- Staff replacing old Flags with new Flags
- Staff inspecting new utilities at Coble Farms, Neill Point
- Staff doing final site inspections at lots at Glenn Meadows and Bellewood

LIBRARY

Library:	Angier
Month:	June
Year:	2021

VIRTUAL PROGRAMMING	
Live Virtual Programs	
# Unique or peak views of live stream <i>(Do not include on-demand views of previously live streamed programs)</i>	
# On Demand views <i>(Include on-demand views of originally live-streamed programs. If using Facebook, report 1 minute views.)</i>	
Recorded Programming (do not include programs originally live streamed)	
# Recorded Programs <i>(Do not include programs that were originally streamed live and then made available as recordings.)</i>	0
# Views of Recorded Programs <i>(Do not include programs that were originally streamed live and then made available as recordings.)</i>	0

[illegible]

***Reference Questions**-Reference questions are no longer categorized by general, technology, or job/career. Simply count all questions and record the total number above. You may choose to count every question during the month or provide a sampling count by counting 1 week and multiply by 4.

****Definitions:**

Early Literacy Program-any program for children birth to age 5 that involves activities that models and/or promotes pre-literacy skills such as vocabulary, print motivation, print awareness, narrative skills, letter knowledge and phonological awareness. Examples include but are not limited to activities such as reading aloud, storytelling, story related arts and crafts, music, nursery rhymes, readers' theatre, finger plays, flannel board stories and games, etc...

STEM/STEAM Program-any program or active play/discovery session in which the primary subject matter is related to science, technology, engineering, art and/or math. Examples include but are not limited to programs such as Lego club, arts/crafts, science experiments and demonstrations, computer coding, etc..

Adult Literacy Program-Library sponsored/supported programs or small group sessions in which the primary subject matter is related to adult literacy skills for ages 18 and up. Examples include but are not limited to programs or learning sessions for English as a second language learners, GED preparation, literacy coaching/tutoring, etc...



Town of Angier

www.angier.org

Robert K. Smith
Mayor

Gerry Vincent
Town Manager

Veronica Hardaway
Town Clerk

Library Report – June 2021

June was a very busy month here at the library. We started off the month with our fundraiser hosted by the Angier Masonic Lodge and Carolina Butcher Shop, with \$2,080 raised from our community to help support summer programs and new programs here at the library. I was able to receive the check for this fundraiser on June 22, with Commissioner Hawley also in attendance. We are very grateful to have received a total of \$4,565 from the two steak night fundraisers held in support of the library.

June was also the kick off of our summer reading programs and we saw a huge turnout. We are holding a summer reading challenge, in which kids can complete age appropriate reading and educational activities to earn points for prizes. In our first 12 days, we gave out 119 boards to kids of all ages. Within those days, kids had already cashed in for 431 library bucks and we saw some of our grand prizes going out the door. We also have a reading challenge for adults and have had 14 participants so far. We have had 3 movies with a total of 47 kids in attendance. Our story time is off to a great start with 70 kids at the first 3 days. Our craft club was a big hit with 29 kids participating on the first day. We are very happy to have some wonderful volunteers helping out with all of our events this summer, it has been a huge help and great to see our community getting involved with the library. We will continue to have weekly movies, story time, crafts, science club, and 2 magic performances.

As we have finished out this fiscal year, we happy to be able to report that we have added 1,172 new books to our library. This was a mix of books for adults and children, as well as fiction and non-fiction books. We are also excited to be able to say that for all of the programs we were able to offer this year, even with Covid-19 restrictions, we had participation numbers of 1,653 kids, 115 adults, and a total of 87 programs and challenges.

Katy Warren
Library Director

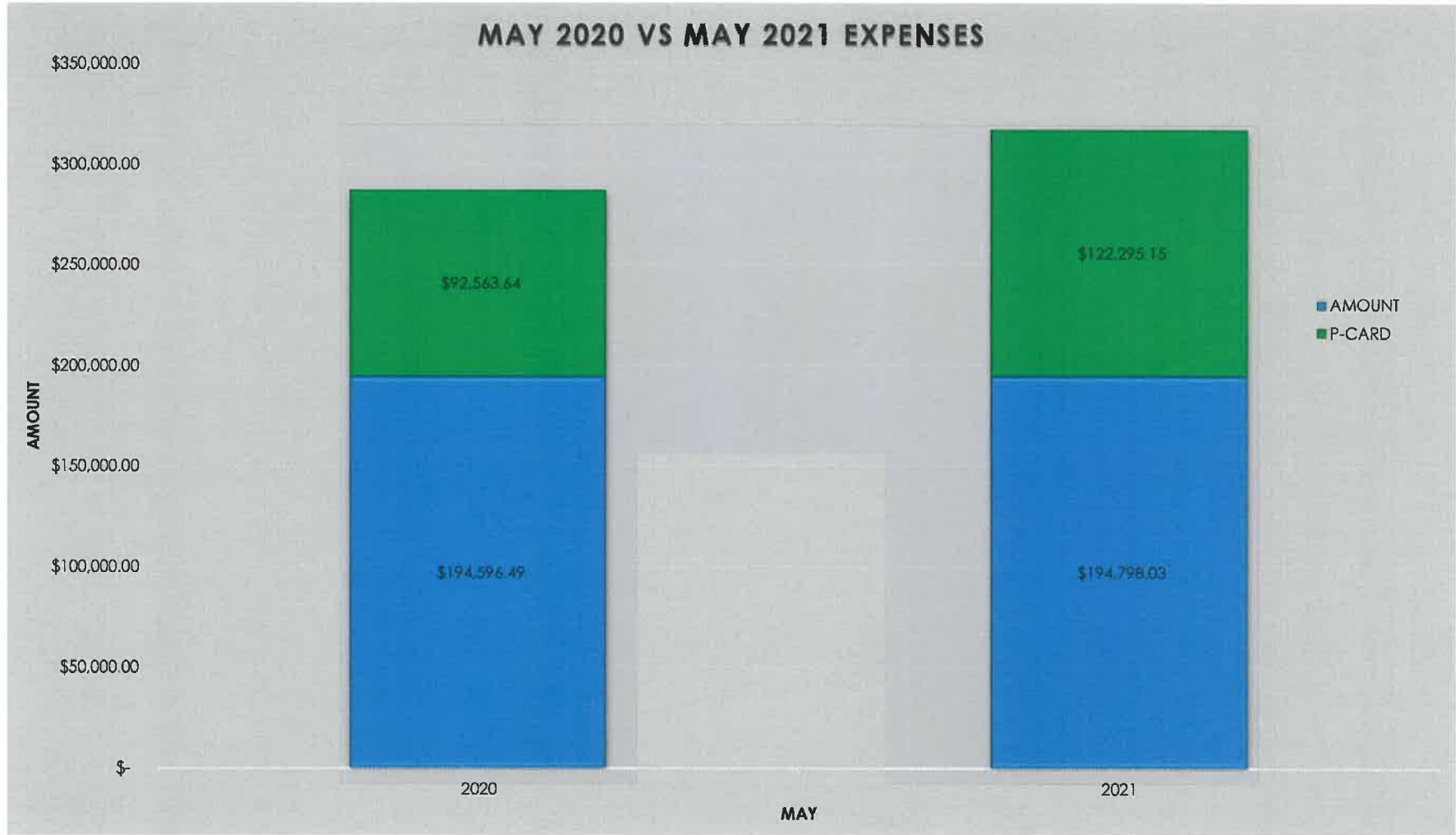
FINANCE



Town of Angier

June 2021 Financial Report

SALES AND USE TAX ANALYSIS FY's 2014-2021								
	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21
JULY	\$ 41,365.95	\$ 45,037.32	\$ 50,244.39	\$ 56,084.29	\$ 66,869.58	\$ 65,195.40	\$ 77,370.47	\$ 73,777.08
AUGUST	\$ 46,654.79	\$ 45,670.51	\$ 49,930.99	\$ 55,557.40	\$ 61,087.65	\$ 72,533.17	\$ 76,455.85	\$ 83,580.63
SEPT	\$ 49,086.63	\$ 52,446.12	\$ 55,797.12	\$ 67,886.26	\$ 66,601.23	\$ 73,538.08	\$ 82,101.99	\$ 95,415.88
OCT	\$ 45,287.95	\$ 43,269.18	\$ 53,165.24	\$ 52,701.25	\$ 61,370.24	\$ 58,542.31	\$ 76,940.98	\$ 90,420.40
NOV	\$ 41,332.42	\$ 50,359.42	\$ 43,719.03	\$ 60,488.28	\$ 65,335.23	\$ 66,991.57	\$ 76,243.84	\$ 84,738.69
DEC	\$ 36,683.68	\$ 39,041.39	\$ 51,358.88	\$ 62,670.74	\$ 67,374.14	\$ 69,018.88	\$ 76,768.83	\$ 82,731.52
JAN	\$ 40,005.53	\$ 49,563.38	\$ 48,985.49	\$ 60,488.28	\$ 59,520.04	\$ 71,875.13	\$ 79,174.71	\$ 85,773.42
FEB	\$ 46,362.69	\$ 46,618.33	\$ 50,354.19	\$ 64,688.65	\$ 68,248.48	\$ 75,991.44	\$ 78,426.77	\$ 91,131.96
MARCH	\$ 48,422.31	\$ 58,298.98	\$ 60,691.74	\$ 73,243.06	\$ 75,235.74	\$ 80,537.79	\$ 83,543.99	\$ 102,935.98
APRIL	\$ 38,785.44	\$ 44,937.03	\$ 44,835.77	\$ 53,970.97	\$ 57,544.30	\$ 65,539.52	\$ 67,996.27	\$ 90,251.80
MAY	\$ 42,789.11	\$ 42,622.56	\$ 47,875.96	\$ 60,008.79	\$ 58,211.82	\$ 64,390.11	\$ 68,856.81	\$ 71,307.59
JUNE	\$ 48,162.72	\$ 47,167.89	\$ 57,925.24	\$ 70,884.97	\$ 71,628.50	\$ 82,125.20	\$ 79,460.71	\$ 105,550.51
TOTAL	\$ 524,939.22	\$ 565,032.11	\$ 614,884.04	\$ 738,672.94	\$ 779,026.95	\$ 846,278.60	\$ 843,880.51	\$ 1,057,615.46
Increase/(Decrease)								
Previous								
FY	\$ 10,788.61	\$ 40,092.89	\$ 49,851.93	\$ 123,788.90	\$ 40,354.01	\$ 67,251.65	\$ 77,062.62	\$ 134,274.24
% Growth	2.10%	7.64%	8.82%	20.13%	5.46%	8.63%	9.11%	14.54%





UTILITIES USAGE AND REVENUE SUMMARY						
	FY 2019-2020		FY 2020-2021		% CHANGE USAGE	% CHANGE REVENUE
	USAGE	REVENUE	USAGE	REVENUE		
JULY	22,951,536	\$ 196,885.39	21,939,778	\$ 197,470.30	-4.41%	0.30%
AUGUST	21,396,184	\$ 189,638.86	25,625,384	\$ 220,784.34	19.77%	16.42%
SEPTEMBER	21,821,213	\$ 193,342.47	25,141,617	\$ 219,273.15	15.22%	13.41%
OCTOBER	19,010,969	\$ 180,700.65	21,928,890	\$ 203,176.92	15.35%	12.44%
NOVEMBER	19,417,795	\$ 182,938.84	21,337,196	\$ 201,007.45	9.88%	9.88%
DECEMBER	21,789,979	\$ 190,420.08	22,003,737	\$ 205,528.72	0.98%	7.93%
JANUARY	17,929,158	\$ 176,249.42	21,447,212	\$ 204,161.06	19.62%	15.84%
FEBRUARY	19,582,947	\$ 182,507.22	22,195,937	\$ 207,740.26	13.34%	13.83%
MARCH	19,792,841	\$ 185,637.31	18,850,792	\$ 189,378.64	-4.76%	2.02%
APRIL	21,100,726	\$ 190,595.32	21,851,135	\$ 206,286.77	3.56%	8.23%
MAY	20,263,941	\$ 188,076.51	23,125,684	\$ 213,753.49	14.12%	13.65%
JUNE	26,458,902	\$ 218,192.63			-100.00%	-100.00%
Y-T-D TOTAL	225,057,289	2,056,992	245,447,362	2,268,561	9.06%	10.29%
MONTHLY AVERAGE	20,959,683	189,599	22,313,397	206,233	6.46%	8.77%



	FY 2019 - 2020			FY 2020 - 2021			Profit/Loss		
	Late Fees/ Reconnection fees	Activation Fees	NSF fees	Late Fees/ Reconnection fees	Activation Fees	NSF fees	Late/ Reconn Fees	Activation fees	NSF fees
July	\$ 8,344.98	\$ 1,260.00	\$ 208.00	\$ -	\$ 2,380.00	\$ 50.00	\$ (8,344.98)	\$ 1,120.00	\$ (158.00)
August	\$ 8,175.00	\$ 1,680.00	\$ 179.00	\$ 10,185.29	\$ 1,785.00	\$ 25.00	\$ 2,010.29	\$ 105.00	\$ (154.00)
September	\$ 8,800.00	\$ 1,715.00	\$ 275.00	\$ 14,562.01	\$ 1,715.00	\$ 100.00	\$ 5,762.01	\$ -	\$ (175.00)
October	\$ 7,490.00	\$ 1,680.00	\$ 133.00	\$ 10,990.00	\$ 1,785.00	\$ 275.00	\$ 3,500.00	\$ 105.00	\$ 142.00
November	\$ 8,755.00	\$ 1,750.00	\$ 212.00	\$ 9,120.00	\$ 2,275.00	\$ 125.00	\$ 365.00	\$ 525.00	\$ (87.00)
December	\$ 8,985.00	\$ 1,470.00	\$ 175.00	\$ 10,540.00	\$ 1,785.00	\$ 50.00	\$ 1,555.00	\$ 315.00	\$ (125.00)
January	\$ 7,190.00	\$ 2,310.00	\$ 208.00	\$ 12,210.00	\$ 1,610.00	\$ -	\$ 5,020.00	\$ (700.00)	\$ -
February	\$ 8,840.00	\$ 1,155.00	\$ 75.00	\$ 8,990.00	\$ 2,450.00	\$ 250.00	\$ 150.00	\$ 1,295.00	\$ 175.00
March	\$ -	\$ 1,365.00	\$ 125.00	\$ 7,049.61	\$ 2,170.00	\$ 75.00	\$ 7,049.61	\$ 805.00	\$ (50.00)
April	\$ -	\$ 2,205.00	\$ 225.00	\$ 6,540.00	\$ 2,065.00	\$ 100.00	\$ 6,540.00	\$ (140.00)	\$ (125.00)
May	\$ -	\$ 1,785.00	\$ 75.00	\$ 9,155.03	\$ 1,855.00	\$ 75.00	\$ 9,155.03	\$ 70.00	\$ -
June	\$ -	\$ 1,750.00	\$ 1,890.00				\$ -	\$ -	\$ -
Subtotal:	\$ 66,579.98	\$ 20,125.00	\$ 3,780.00	\$ 99,341.94	\$ 21,875.00	\$ 1,125.00	\$ 32,761.96	\$ 3,500.00	\$ (557.00)

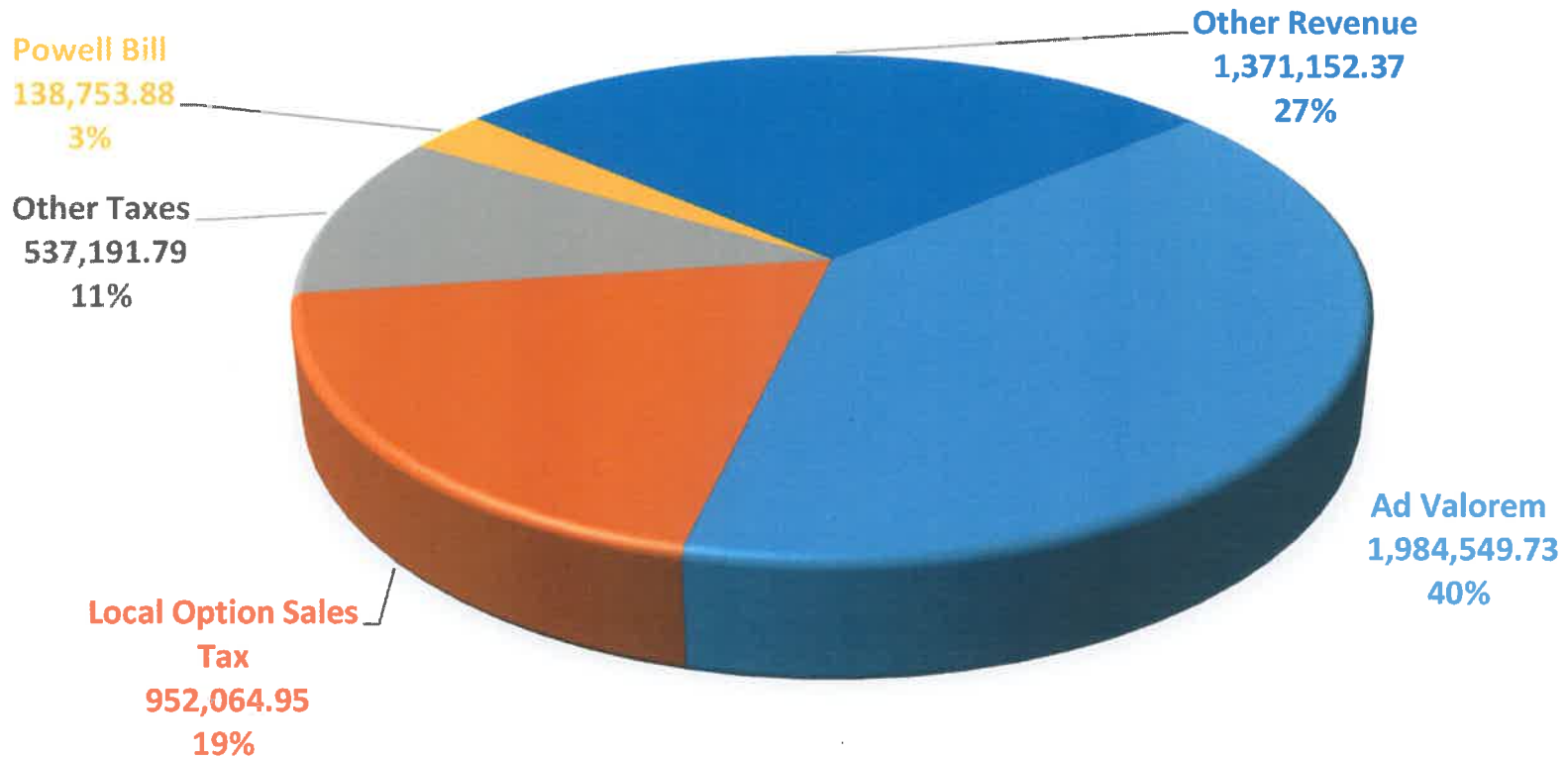


(Recovered Utility Delinquencies)





GENERAL FUND REVENUE (INCLUDING POWELL BILL)





Administration
0.149

Street & Sanitation
0.161

Police
0.306

Library
0.051

Parks & Recreation
0.083

Planning & Zoning
0.068

Principle
0.021

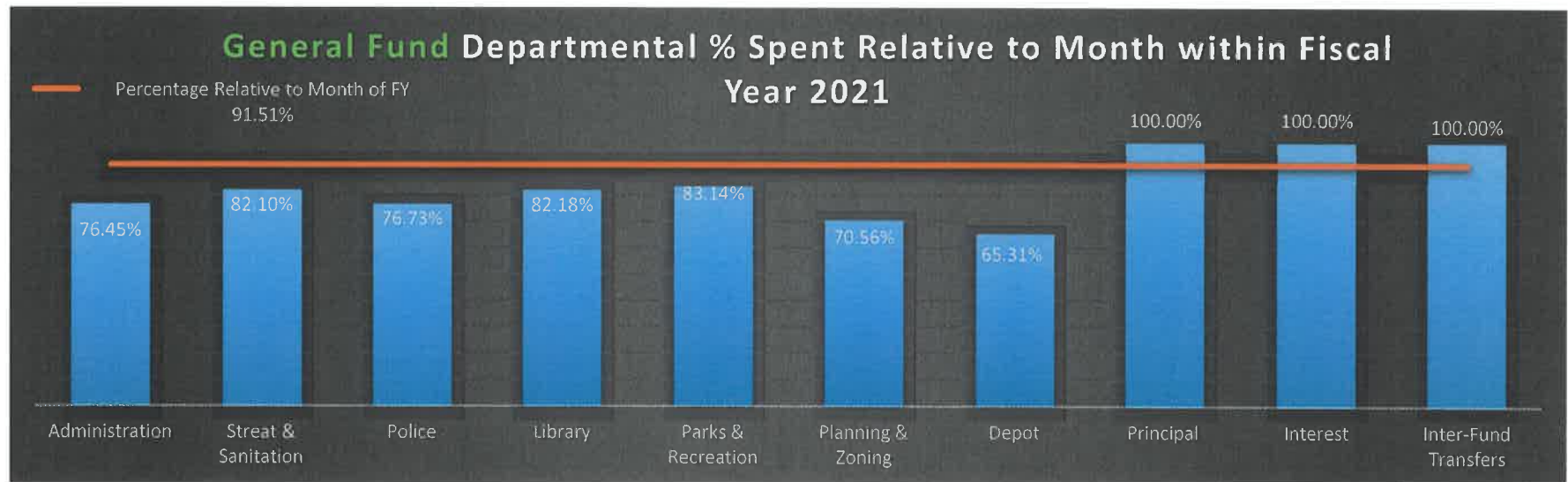
Interest
0.002

Depot
0.004

Inter-Fund
Transfers
0.155

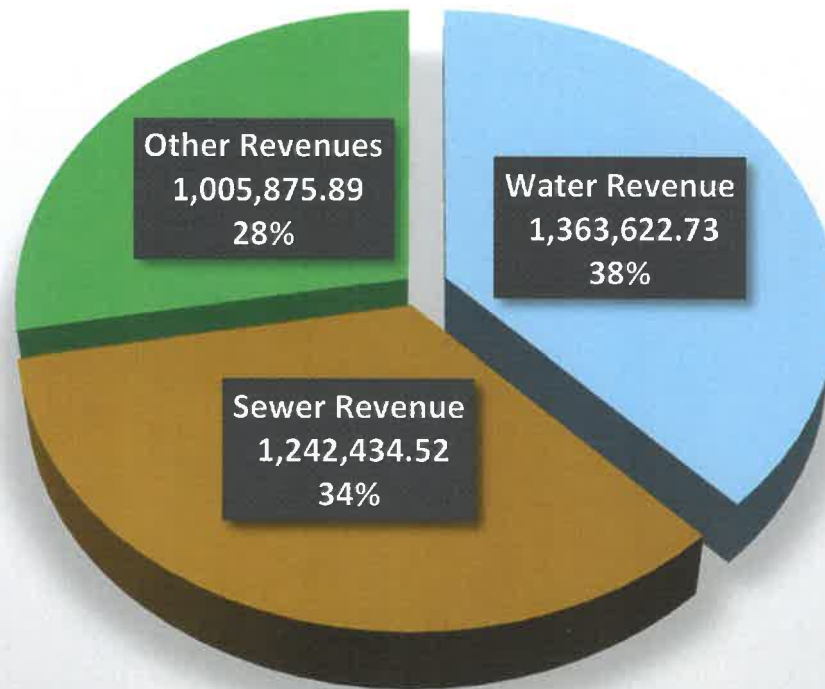
Your Tax Dollar at Work

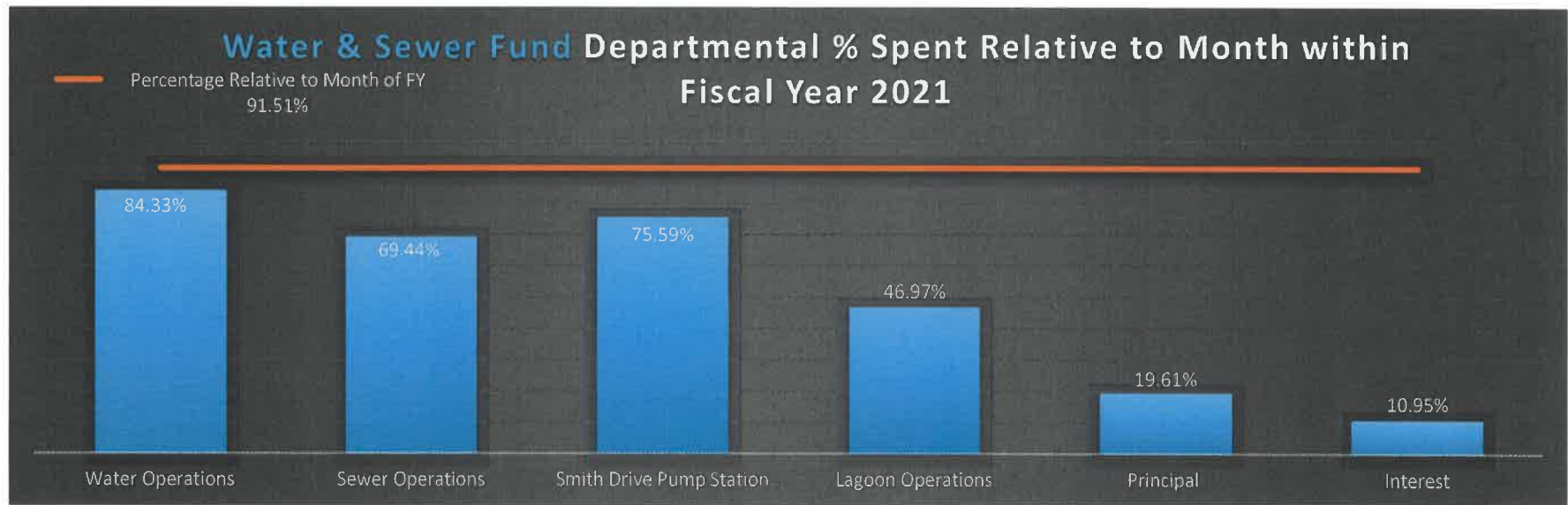
Cents to the Dollar





Water & Sewer Fund Revenue

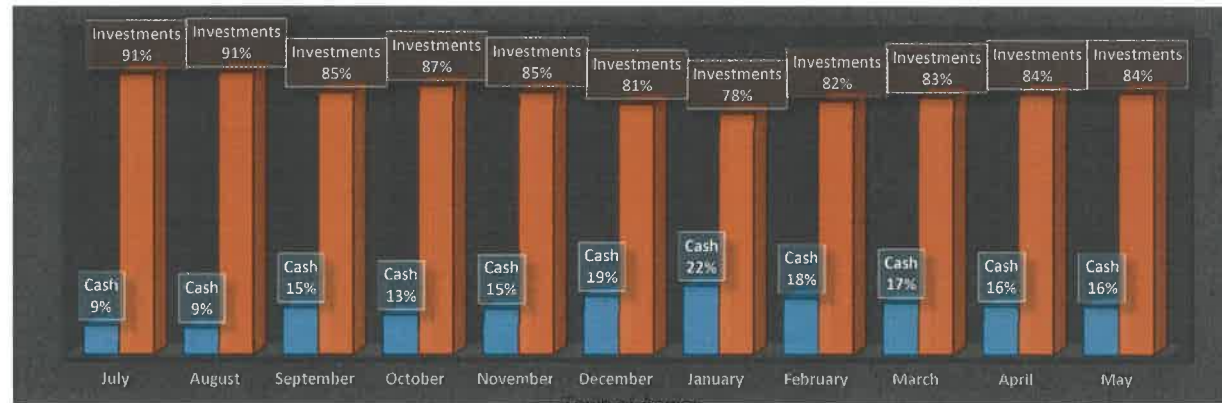






FY 2021 Cash Flow Report								
Months	General Fund*	Powell Bill	HWY 210 Project	Wake County Tank Project	Water & Sewer Fund*	Angier Elementary Drainage Project	Debt Service Reserve Fund	Total Cash Flow
July	(356,300.64)	78,960.64	4,693.09	3.33	932,033.49	15,190.89	142,763.00	817,343.80
August	(477,606.97)	77,787.06	4,693.09	3.33	992,663.28	15,190.89	142,763.00	755,493.68
September	(355,949.10)	20,012.00	4,693.09	3.33	1,537,271.08	15,190.89	142,763.00	1,363,984.29
October	(445,104.02)	20,012.23	4,693.19	3.33	1,421,890.55	15,190.89	142,763.00	1,159,449.17
November	(390,113.11)	9,795.48	4,693.19	3.33	1,590,347.51	15,190.89	142,763.00	1,372,680.29
December	(76,808.59)	79,213.08	262,613.24	3.33	1,465,837.94	15,190.89	142,763.00	1,888,812.89
January	361,039.34	79,215.15	262,620.11	3.33	1,461,239.60	15,190.89	142,763.00	2,322,071.42
February	377,102.25	76,811.00	262,623.50	3.33	967,189.69	15,190.89	142,763.00	1,841,683.66
March	236,933.79	73,584.20	262,627.01	3.33	953,013.31	15,190.89	142,763.00	1,684,115.53
April	122,481.18	73,584.20	262,627.01	3.33	956,911.31	15,190.89	142,763.00	1,573,560.92
May	113,997.42	73,480.09	262,630.17	3.33	963,420.64	15,190.89	142,763.00	1,571,485.54

FY 2021 Investment of Idle Funds Report								
Months	NCCMT General Fund	NCCMT Powell Bill Fund	NCCMT W/S Fund	First Bank General Fund	First Bank W/S Fund	First Bank G/F CD	First Bank W/S CD	Total Investments
July	2,977,100.80	-	442,984.11	1,000,000	1,500,000	422,852.14	1,499,203.05	7,842,140.10
August	3,061,773.21	-	443,131.02	1,000,000	1,500,000	422,852.14	1,499,203.05	7,926,959.42
September	3,212,180.70	127,001.88	1,343,448.44	1,000,000	-	422,852.14	1,499,203.05	7,604,686.21
October	3,302,685.30	127,003.07	1,343,640.78	1,000,000	-	422,852.14	1,499,203.05	7,695,384.34
November	3,388,463.45	127,004.11	1,343,813.12	1,000,000	-	422,852.14	1,499,203.05	7,781,335.87
December	3,544,409.42	127,005.15	1,443,824.99	1,000,000	-	422,852.14	1,499,203.05	8,037,294.75
January	3,630,213.45	127,005.15	1,443,837.17	1,000,000	-	422,852.14	1,499,203.05	8,123,110.96
February	3,722,524.64	127,007.18	1,443,848.14	1,000,000	-	422,852.14	1,499,203.05	8,215,435.15
March	3,887,517.97	127,008.24	1,347,142.38	1,000,000	-	422,852.14	1,499,203.05	8,283,723.78
April	3,977,994.51	127,009.28	1,349,240.33	1,000,000	-	422,852.14	1,499,203.05	8,376,299.31
May	4,073,411.40	127,010.35	1,350,024.52	1,000,000	-	422,852.14	1,499,203.05	8,472,501.46





Statement of Revenues & Expenditures (as of May 31, 2021)

General Fund				
	Budget	YTD	Variance	Percentage
Revenues:				
Ad Valorem Taxes	1,754,500	1,984,549.73	230,049.73	113.11%
Motor Vehicle Tax	218,500	272,550.81	54,050.81	124.74%
Local Option Sales Tax	850,805	952,064.95	101,259.95	111.90%
Other Taxes	320,646	264,640.98	(56,005.02)	82.53%
Restricted Intergovernmental	89,518	116,359.32	26,841.32	129.98%
Permits and Fees	475,399	625,877.19	150,478.19	131.65%
Recreation Department Fees	61,050	53,346.00	(7,704.00)	87.38%
Investment Earnings	14,000	6,806.01	(7,193.99)	48.61%
Other General Revenues	474,910	568,043.85	93,133.85	119.61%
Fund Balance Appropriated	706,920	720.00	(706,200.00)	0.10%
Total Revenues	4,966,248	4,844,958.84	(121,289.16)	97.56%
Expenditures:	Budget	YTD	Variance	Percentage
Administration	783,059.00	598,674.46	184,384.54	76.45%
Street & Sanitation	790,200.00	648,734.90	141,465.10	82.10%
Police	1,609,593.00	1,235,030.00	374,563.00	76.73%
Library	247,852.00	203,679.39	44,172.61	82.18%
Parks & Recreation	401,680.00	333,945.80	67,734.20	83.14%
Planning & Zoning	389,589.00	274,898.03	114,690.97	70.56%
Depot	25,096.00	16,391.30	8,704.70	65.31%
Debt Service Obligations:				
Interest	9,675.00	9,675.00	-	100.00%
Principle	83,334.00	83,333.33	0.67	100.00%
Inter-Fund Transfers	626,170.00	626,170.00	-	100.00%
Total Expenditures	4,966,248	4,030,532.21	935,715.79	81.16%
Revenues over Expenditures (Spread) ----->		814,426.63		



Statement of Revenues & Expenditures (as of May 31, 2021)

Powell Bill				
	Budget	YTD	Variance	Percentage
Revenues:				
State Aid-Street	138,644	138,643.20	(0.80)	100.00%
Investment Earnings	-	14.78	14.78	0.00%
Miscellaneous	96	95.90	(0.10)	99.90%
Fund Balance Appropriated	-	-	-	0.00%
Total Revenues	138,740	138,753.88	13.88	100.01%
Expenditures:	Budget	YTD	Variance	Percentage
Equipment Maintenance	6,000.00	3,157.67	2,842.33	52.63%
Fuel	1,000.00	-	1,000.00	0.00%
Materials	10,096.00	14,414.34	(4,318.34)	142.77%
Contracted Service	121,644.00	-	121,644.00	0.00%
Total Expenditures	138,740	17,572.01	121,167.99	12.67%
Revenues over Expenditures (Spread) ----->		121,181.87		

Statement of Revenues & Expenditures (as of May 31, 2021)

Water & Sewer Fund				
	Budget	YTD	Variance	Percentage
Revenues:				
Water Sales	1,381,649	1,363,622.73	(18,026.27)	98.70%
Sewer Sales	1,308,304	1,242,434.52	(65,869.48)	94.97%
Investment Earnings	35,400	15,005.95	(20,394.05)	42.39%
Late Fees/Reconnections	65,000	97,729.33	32,729.33	150.35%
Other Operating Revenues	1,948,568	893,140.61	(1,055,427.39)	45.84%
Transfer from W/S Capital Reserve	-	-	-	0.00%
Total Revenues	4,738,921	3,611,933.14	(1,126,987.86)	76.22%
Expenditures:	Budget	YTD	Variance	Percentage
Water Operations	1,749,379.00	1,475,214.27	274,164.73	84.33%
Sewer Operations	1,737,206.00	1,206,307.41	530,898.59	69.44%
Smith Drive Regional Pump Station	740,281.00	559,603.92	180,677.08	75.59%
Lagoon	87,838.00	41,258.08	46,579.92	46.97%
Debt Service				
Principal	240,231.00	47,113.86	193,117.14	19.61%
Interest	168,286.00	18,427.83	149,858.17	10.95%
Debt Service Reserve	15,700.00	-	15,700.00	0.00%
Total Expenditures	4,738,921	3,347,925.37	1,390,995.63	70.65%
Revenues over Expenditures (Spread) ----->		264,007.77		



Statement of Revenues & Expenditures (as of May 31, 2021)

HWY 210/Park Street Sidewalk Extension Project Fund

	Budget	YTD	Variance	Percentage
Revenues:				
Interest on Investments	-	18.27	18.27	0.00%
NC Department of Transportation	516,006	56,093.68	(459,912.32)	10.87%
Payment in Lieu of Sidewalk	-	20,000.00	20,000.00	0.00%
Transfer from General Fund	257,920	268,236.00	10,316.00	104.00%
Total Revenues	773,926	344,347.95	(429,578.05)	44.49%
Expenditures:	Budget	YTD	Variance	Percentage
Engineering	3,413.00	81,717.78	(78,304.78)	2394.31%
Construction	770,513.00	-	770,513.00	0.00%
Total Expenditures	773,926	81,717.78	692,208.22	10.56%
Revenues over Expenditures (Spread) ----->		262,630.17		

Statement of Revenues & Expenditures (as of May 31, 2021)

Angier Elementary Drainage Project Fund

	Budget	YTD	Variance	Percentage
Revenues:				
Transfer from General Fund	-	-	-	0.00%
Harnett County Board of Education	14,907	50,000.00	35,093.00	335.41%
Interest on Investments	-	283.54	283.54	0.00%
Total Revenues	14,907	50,283.54	35,376.54	337.31%
Expenditures:	Budget	YTD	Variance	Percentage
Construction	14,907.00	35,092.65	(20,185.65)	235.41%
Total Expenditures	14,907	35,092.65	(20,185.65)	235.41%
Revenues over Expenditures (Spread) ----->		15,190.89		