



Board of Commissioners

Regular Meeting

Agenda

Tuesday, February 7, 2023
6:30 PM

Location: 28 N Raleigh Street, Angier, NC 27501

Call to Order

Pledge of Allegiance

Invocation

Approval of Agenda

Presentation

Triangle J COG & Mid-Carolina COG to discuss Town Manager Recruitment

Public Comment

Consent Agenda

- 1. Approval of Minutes**
 - a. January 3, 2023 – Regular Meeting
 - b. January 17, 2023 - Workshop
- 2. Amendment to Remote Participation Policy**
 - a. To allow participation during Closed Session meetings
- 3. Amended Classification Grade Table FY2022-2023**

New Business

- 1. Advisory Board Introduction Interviews & Appointments**
 - a. Interviews, consideration of nominations and appointments of Advisory Board candidates.
- 2. Road Closure Requests for 2023**
 - a. Consideration and approval of 2023 Road Closure Requests for events.
- 3. 0.50 MG Elevated Tank and BPS – Tank Body Style**
 - a. Consideration and approval of which tank style to proceed with at the Junny Road location.

- 4. Alley & Parking Lot Layout along E. Lillington Street**
 - a. Consideration and approval of the updated alley and parking lot layout.
- 5. Proposed Parking Lot along West Lillington Street, Church Street, and S. Broad Street that includes the Future Farmers Market**
 - a. Consideration and approval of the proposed parking lot across from the Depot that includes the Future Farmers Market
- 6. Salary Review of Remaining Staff**
 - a. Consideration and approval of salary increases for the remaining Town staff.
- 7. Authorization to Purchase Goods from Elected Official**
 - a. Consideration and approval to authorize Town staff to purchase items from Commissioner Kazakavage's business in accordance with G.S. 14-234.
- 8. Application to Host a Lead for NC Fellow**
 - a. Consideration and approval to authorize the Town Manager to file an application for a Lead for NC Fellow with the UNC School of Government.
- 9. Request to Utilize County/State Grant Funds**
 - a. Consideration and approval to authorize use of funds for the construction of training and classroom facility at the Town's firing range.
- 10. Budget Amendment #5**
 - a. Consideration and approval of Budget Amendment #5 that pertains to the Police Department's purchase of handheld communication radios.
- 11. Response to the Local Government Commission (LGC) Regarding Audit Concerns**
 - a. Consideration and approval of a letter responding to concerns raised by FY2022 Audit.

Old Business

- 1. Water Distribution Core System Replacement**
 - a. Consideration and approval to authorize the Town Manager to execute the MBD Consulting Engineers, P.A. Fee Proposal in the amount of \$400,000.
- 2. South Broad Street Culvert Replacement Project**
 - a. Consideration and approval to authorize the Town Manager to execute the Gradient Land Water Innovation Fee Proposal in the amount of \$76,515.

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.****

CONSENT AGENDA

**Town of Angier
Board of Commissioners
Tuesday, January 3, 2023, 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, January 3, 2023, 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 Jim Kazakavage
Commissioner George "Jr." Price
Commissioner Alan Coats

Members Excused:

Staff Present: Interim Town Manager Richard Hicks
Town Clerk Veronica Hardaway
Planning Director Randy Cahoon-Tingle
Chief of Police Lee Thompson
Lt. David Adams
Community Develop. Coord. Casey Todd
Finance Director Hans Kalwitz
HR Director Melissa Wilder
Parks & Recreation Director Derek McLean
Public Works Director Jimmy Cook
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. Commissioner Price added that there was a serious construction accident today in Charlotte that caused several fatalities. He asked everyone to keep all involved in their prayers as well as the football player from Buffalo who is in critical condition from cardiac arrest last night.

Approval of the January 3, 2023 meeting agenda: The Town Board unanimously approved the agenda with the following amendment: add Finance Audit Extension contract under New Business.

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

Motion: Commissioner Price

Vote: 4-0; unanimous

Public Comment

Sheveil Harmon, 95B Honeycutt Drive, discussed an incident that happened at the Town Christmas Party and asked that Commissioners conduct themselves with dignity and respect when they are representing the Town. She also spoke about the issue of nepotism and the impact it has on local government and morale.

Mike Hill, 48 S. Park Street, spoke about first amendment rights and citizens being able to speak on topics they feel are important. He also spoke about the former Town Manager's departure.

Town Attorney Dan Hartzog, Jr. advised the Board to refrain from discussing personnel.

Brian Hawley, 49 Kerrylane Drive, stated he was glad that a lot of this was brought up as he's been investigating and researching the concerns of nepotism. He's been in communication with the State ABC Commission and believes they have come to an exemption for the individual in question. The Commission stated that the ABC Board did a great thing with their application process and making modifications to ask a simple question pertaining to relatives on boards or inside organization within the Town.

Town Attorney Dan Hartzog, Jr. weighed in stating that the Mayor can't prohibit someone from speaking based on content; however, he does have the right to protect decorum of the meeting.

Consent Agenda

1. Approval of Minutes

- a. December 6, 2022 – Regular Meeting

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

Motion: Commissioner Coats

Vote: 4-0; unanimous

Legislative Public Hearings

1. Rezoning Request – Submitted by Parm Sandhar

Planning Director Randy Cahoon-Tingle stated that staff has received a rezoning application request from Parm Sandhar for approximately 0.60 acres located at 6959 NC Highway 210 N., Angier (Harnett County PIN#: 0673-02-0134.000) from RA-30 to CP (Commerce Park). The Planning Board recommended approval of the rezoning request at their December 13th meeting. Currently the property in question is a triangular shaped lot with an existing family dwelling (255ft x 205ft x 327ft). Surrounding land uses include farm land, wooded acreage, and a commercial business (Carolina Sign Service). All

adjacent land is either zoned CP (Commerce Park) or RA-30 (the current classification). Public water and septic are available. The proposed rezoning is in line with the Commercial designation shown on the Future Land Use Map, and will facilitate additional commercial development that will be similar to adjacent areas. Mr. Sandhar turned in a statement saying he wished to convert the existing house into a business.

Mr. Hartzog, Jr. reminded the Board that when zoning is being discussed we can't inquire about the usage unless it's a conditional zoning. Decisions can't be based on what one particular applicant wants to do with the property; decisions need to be based on the myriad of uses that would be permitted under this new zoning and whether those permitted uses are appropriate.

Parm Sandhar, applicant, stated that they are making efforts to follow neighboring properties which is CP zoning. Being on Hwy 210 is better suited for commercial. They have been making renovations to the property for a more desirable appearance.

There was discussion about parking to which Mr. Cahoon-Tingle responded that it's one space per every 350 sq. ft. Due to the intended use, the applicant is required to come back for a Special Use Permit along with a site plan.

Mayor Smith opened the Public Hearing.

Michael Collins, 5821 NC 210 N., stated once you add commercial near a residential area it loses its character. There's been a lot of damage made to the property in question due to years of it being used as a rental. Because of this it has changed the marketability as a residential unit and has been very unsuccessful for a long period of time.

Mr. Cahoon-Tingle reviewed the Standards of Review from the Planning Board meeting:

- A. *The proposal will place all property similarly situated in the area in the same category, or in appropriate complementary categories. **The Planning Board agreed.***
- B. *There is convincing demonstration that all uses permitted under the proposed district classification would be in the general public interest and not merely in the interest of the individual or small group. **The Planning Board agreed.***
- C. *There is convincing demonstration that the character of the neighborhood will not be materially and adversely affected by any use permitted in the proposed change. **The Planning Board agreed.***
- D. *The proposed change is in accordance with the comprehensive plan and sound planning practices. **The Planning Board agreed.***

Mr. Cahoon-Tingle explained that CP zoning is a mixed use of residential and commercial. The theory is that you would be getting away from high-intensity commercial uses and out into something that's a little bit more compatible with the neighborhood. Examples would be convenient store, gas station, tax preparation, etc., are things that would be a less intense business use.

Mayor Smith closed the Public Hearing.

Board Action: The Town Board voted to deny the rezoning request submitted by Parm Sandhar to rezone approximately 0.60 acres located at 6959 NC Highway 210 N., Angier (Harnett PIN#: 0673-02-0134.000) from RA-30 to CP (Commerce Park).

Motion: Commissioner Coats

For: Mayor Pro-tem Hawley; Commissioner Kazakavage

Opposed: Commissioner Price

Vote: 3-1; motion carried; rezoning request denied

2. Rezoning Request – Submitted by Donald Gregory

Planning Director Randy Cahoon-Tingle stated that staff has received a rezoning application request from Donald Gregory for approximately 0.70 acres located on W. Church St., Angier (Harnett PIN#: 0673-68-0804.000) from R-10 to R-6. The Planning Board recommended approval at their December 13th meeting. Currently the property is a vacant lot (115.19ft x 248ft). Surrounding land uses are residential only and this parcel lies in an area targeted for redevelopment. Public water and sewer are available. The proposed rezoning is in line with the high-density residential designation shown on the Future Land Use Map, and will facilitate additional residential development that will be similar to adjacent areas. The applicant's desire is to divide this parcel into two lots.

Mr. Gregory wants the 0.70 acre parcel divided into two lots. Currently zoned R-10, subdividing the land requires 60' of lot width. Rezoning R-6 lowers the lot width requirement to 50' of road frontage. Front setbacks are identical (unless Mr. Gregory intends to alley load the lots). Side setback is 5' instead of 10' and rear setbacks are identical. Everything north of the property in question is zoned R-6, everything adjacent to this property is zoned R-10.

The property in question was initially discussed with Mr. Gregory as a potential conditional zoning, however this minor infill lot is exempt under NCGS 160D-802(a)(4).

160D-802(a)(4)

(a) For the purpose of this Article, subdivision regulations shall be applicable to all divisions of a tract or parcel of land into two or more lots, building sites, or other divisions when any one or more of those divisions is created for the purpose of sale or building development, whether immediate or future, and shall include all divisions of land involving the dedication of a new street or a change in existing streets; but the following shall not be included within this definition nor be subject to the regulations authorized by this Article:

(4) the division of a tract of single ownership whose entire area is no greater than 2 acres into not more than three lots, where no street right-of-way dedication is involved and where the resultant lots are equal to or exceed the standards of the local government, as shown in its subdivision regulations.

Mayor Smith opened the Public Hearing.

Jimmy Ragland, manages three parcels on W. Church St., asked for the zoning request be denied. He sees this as the first step to gentrification for this community and believes the current zoning should remain in place.

Walter Cheek stated that the property in question abuts his property and was previously owned by his family. He agrees with the gentleman that just spoke. Mr. Cheek was under the impression that everything on W. Church Street was zoned R-6. Regardless the zoning of this property, he preferred there be only one house placed on it. He is in opposition of this request.

Mr. Hartzog, Jr. reminded everyone that the issue of two houses is not really before the Board, the question is whether it be zoned R-10 or R-6.

Mayor Smith closed the Public Hearing.

Board Action: The Town Board unanimously voted to approve the rezoning request submitted by Donald Gregory to rezone approximately 0.70 acres located on W. Church St., Angier (Harnett County PIN#: 0673-68-0804.000) from R-10 to R-6.

Motion: Commissioner Price

Vote: 4-0; unanimous

New Business

1. Budget Amendment #3

This budget amendment pertains to the General Fund, Municipal Capital Project Fund, Parks & Recreation Field Rental/Donations Fund, Powell Bill Fund, Asset Forfeiture Fund, and the Pump Station & Force Main Capital Project Fund.

The Town of Angier has received its annual Bank of America rebate; \$27,239.93 (largest rebate since we had begun with the program during FY 2019). A bit of this has been budgeted for during our FY 2023 Budget process. That which exceeds anticipation has been distributed accordingly. To elaborate, the amount any given department spends using their P-Card is taken as a percentage of the total allotment and an expenditure line's allowable spending will be increased. Essentially, this is a reward for using P-Cards, through which vendors are paid in a more efficient and timely manner. This rebate has been distributed to the General Fund, Municipal Capital Project Fund, Parks & Recreation Field Rental/Donations Fund, and Powell Bill Fund.

The Asset Forfeiture Fund was created during our FY 2023 Budget process as well as discussed at our August 2022 Regular Board meeting. During this meeting it was approved to move drug seizure funds from FY 2005 to present into its own Fund; approximately \$91,000 from the Fund Balance of the General Fund along with a transfer from General Fund Drug Seizure liability line.

Upon an in depth review of where the drug seizure stemmed from (i.e. whether the revenue was Federal or State and where that revenue was held within the General Fund (e.g. Fund Balance or Drug Seizure liability line)) the appropriate revenue amounts were allocated out of the General Fund and into either the 51 Fund liability line (revenue that the State may pull for assessment), the Unauthorized Substance Tax Distribution (State distributions), or the Federal Equitable Sharing revenue line (Federal related drug seized

money). In essence, the 51 Fund revenue and associated expenditure lines are adjusted through this budget amendment to reflect what revenue actually took place.

The Pump Station & Force Main Capital Project Fund had recent expenses related to our Utility Relocation Agreement with NCDOT. The agreement is for the reimbursement of \$178,128; of which nearly all has been spent. To recognize the reimbursement from NCDOT, we are increasing the HWY 55 Force Main Relocation revenue line to an anticipation of \$178,128 as well as increasing associated allowable spending.

Board Action: The Town Board unanimously voted to approve Budget Amendment #3 that pertains to the General Fund, Municipal Capital Project Fund, Parks & Recreation Field Rental/Donations Fund, Powell Bill Fund, Asset Forfeiture Fund, and the Pump Station & Force Main Capital Project Fund.

Motion: Commissioner Kazakavage

Vote: 4-0; unanimous

General Fund (10 Fund)				
General Fund Revenue	Line Item	Budget	Change	Amended Budget
BANK OF AMERICA P-CARD REBATE	10-3010-3080	15,000	↑ 3,795	18,795
Total Revenue Budget		6,605,016	3,795	6,608,811
Adminstration Department	Line Item	Budget	Change	Amended Budget
MATERIALS & SUPPLIES	10-4200-3200	300	↑ 227	527
Total Budget Expenditures for Dept 4200		587,439	227	587,666
Finance Department	Line Item	Budget	Change	Amended Budget
MATERIALS & SUPPLIES	10-4600-3200	10,700	↑ 37	10,737
Total Budget Expenditures for Dept 4600		341,674	37	341,711
Police Department	Line Item	Budget	Change	Amended Budget
MATERIALS & SUPPLIES	10-5100-3200	7,500	↑ 872	8,372
Total Budget Expenditures for Dept 5100		1,951,823	872	1,952,695
Planning and Inspections Department	Line Item	Budget	Change	Amended Budget
MATERIALS & SUPPLIES	10-5400-3200	7,500	↑ 227	7,727
Total Budget Expenditures for Dept 5400		874,467	227	874,694
Streets & Sanitation Department	Line Item	Budget	Change	Amended Budget
MATERIALS & SUPPLIES	10-5600-3200	40,000	↑ 2,055	42,055
Total Budget Expenditures for Dept 5600		867,200	2,055	869,255
Parks & Rec Department	Line Item	Budget	Change	Amended Budget
MATERIALS & SUPPLIES	10-6200-3200	4,000	↑ 227	4,227
Total Budget Expenditures for Dept 6200		478,073	227	478,300
Library Department	Line Item	Budget	Change	Amended Budget
MATERIALS & SUPPLIES	10-6300-3200	-	↑ 113	113
Total Budget Expenditures for Dept 6300		188,757	113	188,870

Depot Department	Line Item	Budget	Change	Amended Budget
MATERIALS & SUPPLIES	10-6400-3200	2,500	37	2,537
Total Budget Expenditures for Dept 6400		21,000	37	21,037
Municipal Building Capital Project Fund (16 Fund)				
Municipal Building Capital Project Revenue	Line Item	Budget	Change	Amended Budget
BANK OF AMERICA P-CARD REBATE	16-3016-3080	-	272	272
Total Revenue Budget		1,013,445	272	1,013,717
Parks & Recreation Field Rental/Donations Fund (18 Fund)				
Booster Club Revenue	Line Item	Budget	Change	Amended Budget
BANK OF AMERICA P-CARD REBATE	18-3018-3080	-	272	272
Total Revenue Budget		35,000	272	35,272
Booster Club Department	Line Item	Budget	Change	Amended Budget
FACILITY REPAIRS & MAINTENANCE	18-6200-3275	-	272	272
Total Budget Expenditures for Dept 6200		35,000	272	35,272
Powell Bill Fund (20 Fund)				
Powell Bill Revenue	Line Item	Budget	Change	Amended Budget
BANK OF AMERICA P-CARD REBATE	20-3020-3080	-	272	272
Total Revenue Budget		158,142	272	158,414
Powell Bill Department	Line Item	Budget	Change	Amended Budget
MATERIALS & SUPPLIES	20-5700-3200	10,000	272	10,272
Total Budget Expenditures for Dept 5700		158,142	272	158,414
Pump Stations & Force Main Capital Project (38 Fund)				
Pump Stations/Force Main Revenue	Line Item	Budget	Change	Amended Budget
HWY 55 FORCE MAIN RELOCATION REIMB	38-3038-5610	-	178,128	178,128
Total Revenue Budget		3,876,283	178,128	4,054,411
Pump Station #1/Force Main Dept	Line Item	Budget	Change	Amended Budget
HWY 55 FORCE MAIN RELOCATION	38-8310-5925	-	178,128	178,128
Total Budget Expenditures for Dept 5925		2,422,346	178,128	2,600,474
Asset Forfeiture Fund (51 Fund)				
AFF Revenue	Line Item	Budget	Change	Amended Budget
INTEREST EARNED	51-3051-3050	-	1,400	1,400
UNAUTHORIZED SUBSTANCE TAX DISTRIBUTIO	51-3051-5190	1,290	20,629	21,919
FEDERAL EQUITABLE SHARING DISTRIBUTION	51-3051-5195	28,710	(4,868)	23,842
Total Revenue Budget		30,000	17,161	47,161
Unauthorized Substance Tax Department	Line Item	Budget	Change	Amended Budget
SAFETY EQUIPMENT	51-5190-3325	-	671	671
CAPITAL OUTLAY	51-5190-5000	1,290	20,629	21,919
Total Budget Expenditures for Dept 5190		1,290	21,300	22,590
Federal Equitable Sharing Department	Line Item	Budget	Change	Amended Budget
SAFETY EQUIPMENT	51-5195-3325	-	729	729
CAPITAL OUTLAY	51-5195-5000	28,710	(4,868)	23,842
Total Budget Expenditures for Dept 8300		28,710	(4,139)	24,571

2. Thompson, Price, Scott, Adams & Co., PA Audit Contract Amendment

Finance Director Hans Kalwitz explained this amendment is for an extension to the original contract to allow for more time to complete the audit.

Board Action: The Town Board unanimously voted to approve an amendment to the contract between the Town of Angier and the auditors Thompson, Price, Scott, Adams & Co., PA.

Motion: Commissioner Price

Vote: 4-0; unanimous

3. In-Town Planning Board Vacancy

The Town Clerk explained that the Board had already conducted interviews and appointed members to advisory boards at their December 6th meeting. Since that time, she has received an In-Town Planning Board member's resignation. There is still an application on file for a candidate wishing to serve on the Planning Board that was submitted prior to the December 6th meeting.

Commissioner Coats clarified that candidate Sam Gregory was unable to attend the last meeting to speak and he's not available to attend again tonight because he's out of Town. Applicants are normally interviewed and asked many questions, however given the fact that Sam Gregory is very well known within the community and involved in many civic organizations he is confident in making the appointment.

Mayor Pro-tem Hawley wanted on record that she is not related to Mr. Gregory.

The Board recognized and thanked Courtney Jusnes for her service on the Planning Board.

Board Action: The Town Board unanimously voted to appoint Sam Gregory to the Planning Board as an In-Town member to serve the remaining term of a previous member ending December 31, 2023.

Motion: Mayor Pro-tem Hawley

Vote: 4-0; unanimous

4. Resolution #R001-2023 – Offer & Acceptance of American Rescue Plan Funding Combined Project Amounts of \$6,118,750.

Mayor Smith stated that the Town of Angier had applied for American Rescue Plan Act (ARPA) funding for the 1.25MG Wastewater Treatment Capacity Upgrade – North Harnett Regional Wastewater Plant. We initially applied and were approved for \$3,293,750; and then we applied and were approved for a supplement to this project in the amount of \$2,825,000. NCDEQ has combined the two projects totaling the amount to \$6,118,750. A resolution to accept the funds is needed in order for the Town to receive the disbursement.

Board Action: The Town Board unanimously voted to adopt Resolution #R001-2023 to approve the Offer & Acceptance of the American Rescue Plan Funding Combined Project Amounts of \$6,118,750.

Motion: Mayor Pro-tem Hawley

Vote: 4-0; unanimous

Resolution No.: R001-2023

Date Submitted: January 3, 2023

Date Adopted: January 3, 2023

**A RESOLUTION TO ACCEPT ARPA FUNDING
FOR DWI PROJECT NO: SRP-W-ARP-0019**

**1.25-MGD PORTION (TOWN OF ANGIER'S PORTION) OF THE PROPOSED TOTAL
9-MGD TREATMENT CAPACITY UPGRADE FOR THE NORTH HARNETT REGIONAL
WWTP**

WHEREAS, the Town of Angier has received an earmark for the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered an American Rescue Plan Act funding from the State Fiscal Recovery Fund in the amount of \$6,118,750 for the construction of the 1.25-MGD portion (Town of Angier's portion) of the proposed total 9-MGD treatment capacity upgrade for the North Harnett Regional WWTP, hereafter referred to as the "Project"; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF ANGIER, NC:

That the Town of Angier, NC does hereby accept the American Rescue Plan Grant offer of \$6,118,750; and

That the Town of Angier, NC does hereby give assurance to the North Carolina Department of Environmental Quality that any conditions or Assurances contained in the Award Offer will be adhered to; and

That Richard Hicks, Interim Town Manager, and successors so titled, is hereby authorized and directed to furnish information, as the appropriate State agency may request, in connection with such application with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

5. Utility Relocation Agreement for 10" Force Main

Public Works Director Jimmy Cook stated that part of the pump station project along pump station one was relocating the Force Main from discharging into Highway 55. A new 10" Force Main will be installed to dump into the gravity intercept along Rawls Church Road.

The Town received an encroachment agreement from NCDOT to install the Force Main. Following the installation of the new Force Main, Division 5 of NCDOT established that the Force Main was in conflict with the Bypass. For that reason, NCDOT implemented an agreement that will reimburse the Town to relocate the 10" Force Main and be able to use the same contractor.

Board Action: The Town Board unanimously voted to approve the agreement with NCDOT for the Town of Angier to receive reimbursement for the 10" Force Main relocation.

Motion: Commissioner Coats

Vote: 4-0; unanimous

Manager's Report

- Department Reports (Informational Items included in Agenda packets)

Interim Town Manager Richard Hicks introduced himself and spoke about his 40+ years of experience in local government and finance. He is looking forward to working with the Board as they face many upcoming challenges. It will take several months to hire a new manager but will continue to move forward for the public. Mr. Hicks asked the Board to consider a January workshop for a formal presentation of the audit, discussion about the search of a Town Manager, and discussion of an annual retreat for the Board.

Mayor & Town Board Reports

Board Action: The Town Board unanimously voted to go into Closed Session pursuant to NCGS 143-318.11 (a)(3) & (6) to consult with the Town Attorney and a personnel matter at approximately 8:00pm.

Motion: Mayor Pro-tem Hawley

Vote: 4-0, unanimous

Board Action: The Town Board unanimously voted to reconvene in open session at approximately 9:00pm.

Motion: Mayor Pro-tem Hawley

Vote: 4-0, unanimous

Following Closed Session, the Board voted on action items:

Board Action: The Town Board unanimously voted to approve the severance agreement between Gerry Vincent and the Town of Angier; FY 2023 Budget Amendment #4; and the revised FY 2022/2023 Classification Grade Table.

Motion: Mayor Pro-tem Hawley

Vote: 4-0, unanimous

Adjournment: Being no further business, the Town Board voted unanimously to adjourn the meeting at 9:00pm.

Motion: Mayor Pro-tem Hawley

Vote: 4-0; unanimous

Robert K. Smith, Mayor

Attest:

Veronica Hardaway, Town Clerk

**Town of Angier
Board of Commissioners
Work Session
Tuesday, January 17, 2023, 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, January 17, 2023, 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 Jim Kazakavage
Commissioner George Junior Price via *Zoom*

Members Absent:

Staff Present: Interim Town Manager Richard Hicks
Town Clerk Veronica Hardaway
Human Resource Director Melissa Wilder
Planning Director Randy Cahoon-Tingle
Parks & Recreation Director Derek McLean
Public Works Director Jimmy Cook
Town Attorney Dan Hartzog Jr.

Others Present:

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 January 17, 2023 meeting agenda: The Town Board unanimously approved the agenda with the following amendment: add Closed Session pursuant to NCGS 143-318.11 (a)(3) to consult with the Town Attorney.

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

Motion: Mayor Pro-tem Hawley

Vote: 4-0; unanimous

It was the consensus of the Board to allow Commissioner George “Jr.” Price to participate via *Zoom*.

Business Items

1. Austin Eubanks with Thompson, Price, Scott, Adams & Co., PA presented the findings from the Comprehensive Annual Financial Report for year ending June 30, 2022.

Highlights include:

- The assets and deferred outflows of resources of the Town exceeded its liabilities and deferred inflows of resources at the close of the fiscal year by approximately \$19,284,459 (net position).
- The Town's total net position decreased by \$1,028,851. Decrease in governmental activities amounts to \$1,133,554 and an increase in the business-type activities amounts to \$104,703.
- As of the close of the current fiscal year, the Town's governmental funds reported combined ending fund balances of \$5,232,001 a decrease of \$933,596 in comparison with the prior year. Approximately 12 percent of this total amount, or \$644,334 is non-spendable or restricted.
- At June 30, 2021, the Town's total debt was \$8,370,000. The increase of the Town's debt, \$3,670,298, was the result of additional revenue bonds.

Mr. Eubanks explained that the Town has received two performance indicators that will need responses within 60 days from the auditor's board presentation. Those indicators are the following:

- There was appropriated fund balance for the General Fund in the 2022 budget and your change in the fund balance was negative. Please state if fund balance was used for operations or capital purposes. If the General Fund has more expenditures than revenues because of operational issues and fund balance was appropriated to cover the loss, the continuation of this practice could result in deterioration of a unit's fund balance available.
- The 2022 Audit Report is expected to be submitted within five months plus one day from the fiscal year end per the auditor (December 1st for most units). Town of Angier's audit report date was December 22nd.

Board Action: The Town Board unanimously adopted the Comprehensive Annual Financial Report for year ending June 30, 2022.

Motion: Commissioner Kazakavage

Vote: 4-0, unanimous

2. Town Manager Search

Interim Town Manager Richard Hicks stated he has received two proposals to assist with the Town Manager search. The first proposal is from GovHR who gave various options depending on how much activity they do on site versus virtually. One of the principles in the company was a long-term city manager in NC that has recently retired. Mr. Hicks has known Mr. Lane Bailey for many years.

The second proposal is a joint effort between Triangle J Council of Governments and Mid Carolina Council of Governments. Mr. Hicks stated he has also known both Executive Directors for many years as well.

Mr. Hicks stated that both firms would do an outstanding job. He foresees this being approximately a five-month process. He explained that the COG would be more for a local or regional search and GovHR is more of a nationwide search. Mr. Hicks stated about 60% of Town Managers in NC came out of Appalachian State University; he will be making contact with them as well.

Board Action: The Town Board unanimously voted to contract with Triangle J COG jointly with Mid Carolina COG to conduct the Town Manager.

Motion: Commissioner Coats

Vote: 4-0, unanimous

Board Action: The Town Board unanimously voted to contract with Triangle J COG jointly with Mid Carolina COG to conduct the Town Manager search subject to the Town Attorney's approval.

Motion: Mayor Pro-tem Hawley

Vote: 4-0, unanimous

3. Public Works Salaries

Mr. Hicks stated that prior to his arrival, a pay and classification study was conducted in 2019. Within that pay study, increases to salaries were proposed that ranged from about 12% to 27%. Then several months ago Commissioner Kazakavage, along with assistance from staff, came up with an alternative that ranged from about 5% to 20%. Following Commissioner Kazakavage's study, the former Town Manager came back with a proposal that had a recommendation of 19% across the board. There was discussion about the actual towns that were compared for our officers were not the same towns that were used for Public Works. Mr. Hicks also provided the board figures of a 10% increase; which fits within the pay and classification plan. No increases have been given to any departments other than the police department and parks and recreation director.

The Board acknowledged that these increases are necessary but were concerned as to where the funding would come from. The Board has already obligated funds to some projects, any additional funds moving forward may need to come out of fund balance. However, sales tax numbers are averaging about 17-18% more than last year having some excess funds.

Mr. Hicks explained the Board would have to balance the budget for next FY to reflect those expenses. There are enough funds to cover the next five months until next FY. He also explained that when you lose public works employees that have certifications, it's a huge cost to send new employees to school to get those certifications. Incentives have been put in place for when employees meet specific qualifications.

Public Works Director Jimmy Cook explained that they currently have merit increases in place for water and wastewater licenses. He reminded the Board that whenever 100 homes come in, the town collects approximately \$42,000 in flat rate fees. The last couple years the town has averaged probably anywhere from 100 to 120 new homes; which is roughly about \$120,000. There are also 1800 homes currently on the books in different phases of construction.

Mr. Hicks added that most public works employee salaries are split between the general fund and the water/sewer fund so the burden on the general fund isn't as big as it was for the officer increases.

The Board asked Mr. Cook if the town has any instruments or indications that would alert staff regarding untreated wastewater discharge. Mr. Cook stated that currently the town has manual gauges at the pump that had issues and are looking to purchasing a digital gauge so it can be read electronically and set alarms.

The Board asked if anything has been put in place for the remaining employees, to which the HR Director Melissa Wilder stated figures were gathered but have yet to be reviewed.

It was the consensus of the Board for Mr. Hicks to bring back salary figures to review for the remaining employees.

Board Action: The Town Board unanimously approved a 12% increase in salary along with the incentives proposed for all public works employees.

Motion: Mayor Pro-tem Hawley

Vote: 4-0, unanimous

Mr. Cook conveyed his appreciation to the Board.

4. Food Truck Regulations

Planning Director Randy Cahoon-Tingle stated there was a request at the last meeting to propose some changes as it relates to food trucks. As it stands now, the way the town currently addresses the matter of food trucks is there's no prohibition against putting them on public property (sidewalk, parking space, town owned property). This is in regards to a non-event and would be every day of the year. Currently, if a food truck is not part of a special event they must purchase an itinerant merchant permit at a one-time fee of \$20 and to renew is \$10 for each subsequent year.

Some highlights included in the proposed ordinance:

- Mobile food vendors shall comply with the regulations except for vendors associated with temporary events (special events).
- Mobile food vendors shall be at fixed locations on private property that will need to obtain a Land Use Permit that expires every 6 months.
- Vendors must submit the following documents to the Planning Department: copy of any written agreement between the mobile food vendor and owner of private property; copy of most recent health department inspection; copy of photo identification of the applicant and any personnel vending food; proof of liability insurance.
- A maximum of two mobile food vendors shall be located on a lot or parcel at any given time and must be at least 100 feet from the main entrance of any eating establishment.
- Mobile food vendors must comply with all parking requirements or will be subject to a \$50 violation

Town Attorney Dan Hartzog, Jr. wanted to clarify that the statute only allows the Town to charge \$50 for parking related violations.

Mr. Cahoon-Tingle stated he would like to work more with the Town Attorney regarding this ordinance to get something to the Planning Board to review prior to adoption.

It was the consensus of the Board for the Planning Board to review the proposed ordinance and make recommendations.

5. Annual Retreat/Planning Meeting

Interim Town Manager Richard Hicks wanted to establish a timeline for the Board's Annual Retreat as we get into the budget process. He requested some guidance from the Board as to what their preference is as he was looking into late February early March dates.

The Board shared that they would prefer the retreat be two days during the week. It was suggested that rather have staff sitting with the Board all day they attend when it's their time to present. There was also some concern with staff accumulating comp time if the retreat was held outside regular work hours.

Mr. Hicks shared that our policy states that based on salaries, there is a reasonable expectation that staff will have to, at times, work more hours outside of a normal work week. Under special circumstances staff can be granted comp time; however, over the last few years they have been receiving comp time for anything over 40 hours; which is not what the policy states.

It was the consensus of the Board to make the retreat for a Thursday from 4-8 and most of the day on a Friday. Mr. Hicks will poll the Board regarding dates.

6. Legislative Goals/Appropriation Requests

Mr. Hicks stated that the General Assembly has excess funds and the expectation is that they are only spending a portion of that money. He shared with the Board that we need to propose a plan to legislatures on how the Town can utilize funds for projects such as a new park or community building. It was encouraged that the Board speak to local legislatures to discuss those funds for projects Angier is wanting to complete.

Board Action: The Town Board unanimously voted to go into Closed Session pursuant to NCGS 143-318.11 (a)(3) to consult with the Town Attorney at approximately 8:06pm.

Motion: Mayor Pro-tem Hawley

Vote: 4-0; unanimous

Board Action: The Town Board unanimously voted to reconvene in open session at approximately 8:57pm.

Motion: Mayor Pro-tem Hawley

Vote: 4-0; unanimous

Adjournment: There being no further business, the Town Board voted unanimously to adjourn the meeting at 9:00pm.

Motion: Mayor Pro-tem Hawley

Vote: Unanimous, 4-0

Robert K. Smith, Mayor

Attest:

Veronica Hardaway, Town Clerk



Town of Angier

www.angier.org

Robert K. Smith
Mayor

Richard Hicks
Interim Town Manager

Veronica Hardaway
Town Clerk

Resolution No.: R002-2023

Date Submitted: February 7, 2023

Date Adopted: February 7, 2023

RESOLUTION ADOPTING AN AMENDMENT TO THE REMOTE PARTICIPATION POLICY FOR THE ANGIER BOARD OF COMMISSIONERS

WHEREAS, the Town of Angier Board of Commissioners (Town Board) has determined it is in the best interest of the Town to adopt a policy allowing for limited remote participation by the Town Board at meetings; and

WHEREAS, there is no general statute that regulates remote participation by counties or municipalities, but the University of North Carolina's School of Government (SOG) has provided guidance on the framework for such a policy.

REMOTE PARTICIPATION POLICY

The Town of Angier Board of Commissioners may remotely participate in briefings and official meetings of the Board, subject to the following rules and procedures:

1. Remote participation may be used only in limited circumstances. A Board member desiring to participate in a meeting remotely must assert one or more of the following reasons for being physically unable to attend the meeting:
 - a. Personal illness or disability;
 - b. Employment purposes;
 - c. Family or another personal emergency; or
 - d. Declaration of Emergency/Pandemic
2. Remote participation may be allowed only during open sessions when a quorum of the Board is physically present at the meeting and the Board member participating remotely is not necessary to establish a quorum.
3. Remote participation shall not be allowed during the following:
 - a. Quasi-judicial hearings; and
 - ~~b. Closed Sessions~~
4. A Board member desiring to participate in a meeting remotely must notify the Town Clerk of the need for remote participation and request approval by the Mayor or Mayor



Town of Angier

www.angier.org

Robert K. Smith
Mayor

Richard Hicks
Interim Town Manager

Veronica Hardaway
Town Clerk

Pro-tem, in the absence of the Mayor, of his/her remote participation at least 24 hours prior to the start of the meeting, unless advance notice is impractical.

5. At the start of the official meeting and prior to participating in deliberations, the Mayor shall announce that a Board member is participating remotely. Such Board member shall identify himself or herself and state the reason that he/she is participating remotely.
6. A Board member participating remotely shall be allowed to participate in all open session briefing and meeting discussions, except for quasi-judicial hearings. A Board member participating remotely shall be able to vote on matters allowed under the policy.
7. A Board member participating remotely shall be provided with all documents to be considered during the official meeting.
8. A Board member participating remotely shall participate via simultaneous and/or electronic communication and must be fully heard and if possible, seen by other members of the Board and any other individuals in attendance at the official meeting. Use of telephone, internet, or satellite enable audio or video conferencing, or any other technology that enables the remote participant and all persons present at the meeting location to be clearly audible to one another is necessary. The Board may elect to disallow discontinued remote participation and may decide whether to excuse the Commissioner when connection is lost.
9. A Board member participating remotely shall provide a voice vote which can be heard and recorded if participating by telephone and shall provide a voice and hand vote if participating by video. Remote participation shall be permitted when the Board majority vote has determined that the remote participation will not affect the confidentiality of the meeting.
10. The only exception to this policy is that remote participation by electronic means by any and all Board members is permissible during a state of emergency declared pursuant to NCGS 166A of the North Carolina General Statutes and Article 36A Chapter 14 of the North Carolina General Statutes and shall be consistent with the North Carolina Open Meetings Law. During a state of emergency, the 24-hour notice requirement shall be waived, and the Town Board may conduct closed sessions, as provided by law.
11. This policy shall be applicable to the Town of Angier Board of Commissioners and any boards or committees appointed by the Board.



Town of Angier

www.angier.org

Robert K. Smith
Mayor

Richard Hicks
Interim Town Manager

Veronica Hardaway
Town Clerk

NOW, THEREFORE, BE IT RESOLVED, that the Town of Angier Board of Commissioners hereby approves the Resolution adopting a Remote Participation Policy.

Duly Adopted this 7th day of February, 2023

Veronica Hardaway, Town Clerk

Robert K. Smith, Mayor



**CLASSIFICATION GRADE TABLE
FISCAL YEAR 2022-2023**

Grade	Classification	FLSA			
		Status	Frequency	Minimum	Mid-Point Maximum
6			Annual	\$ 28,995.20	\$ 36,212.80 \$ 43,472.00
			Biweekly	\$ 1,115.20	\$ 1,392.80 \$ 1,672.00
			Hourly	\$ 13.94	\$ 17.41 \$ 20.90
7			Annual	\$ 30,430.40	\$ 38,043.20 \$ 45,656.00
			Biweekly	\$ 1,170.40	\$ 1,463.20 \$ 1,756.00
			Hourly	\$ 14.63	\$ 18.29 \$ 21.95
8	Library Assistant I	NE	Annual	\$ 31,948.80	\$ 39,956.80 \$ 47,944.00
			Biweekly	\$ 1,228.80	\$ 1,536.80 \$ 1,844.00
			Hourly	\$ 15.36	\$ 19.21 \$ 23.05
9	Utility Customer Service Rep	NE	Annual	\$ 33,550.40	\$ 41,953.60 \$ 51,209.60
	Library Assistant II	NE	Biweekly	\$ 1,290.40	\$ 1,613.60 \$ 1,969.60
			Hourly	\$ 16.13	\$ 20.17 \$ 24.62
10	Utility Billing Clerk	NE	Annual	\$ 35,235.20	\$ 44,033.60 \$ 52,852.80
	Finance Tech I	NE	Biweekly	\$ 1,355.20	\$ 1,693.60 \$ 2,032.80
			Hourly	\$ 16.94	\$ 21.17 \$ 25.41
11	Parks & Rec Maintenance Worker	NE	Annual	\$ 36,982.40	\$ 46,259.20 \$ 55,494.40
		NE	Biweekly	\$ 1,422.40	\$ 1,779.20 \$ 2,134.40
		NE	Hourly	\$ 17.78	\$ 22.24 \$ 26.68
12	Utility Billing Supervisor	NE	Annual	\$ 38,854.40	\$ 48,568.00 \$ 58,281.60
	Finance Tech II	NE	Biweekly	\$ 1,494.40	\$ 1,868.00 \$ 2,241.60
	Assistant Library Director	E	Hourly	\$ 18.68	\$ 23.35 \$ 28.02
	Planning Permit Tech	NE			
13	Code Enforcement/Permitting Official	NE	Annual	\$ 41,184.00	\$ 50,980.80 \$ 61,172.80
		NE	Biweekly	\$ 1,584.00	\$ 1,960.80 \$ 2,352.80
		NE	Hourly	\$ 19.80	\$ 24.51 \$ 29.41
13-A	Public Works Utility Maintenance Tech (Split 2 or 3 ways Water/Sewer/Streets)	NE	Annual	\$ 41,420.29	\$ 50,980.80 \$ 61,172.80
		NE	Biweekly	\$ 1,593.09	\$ 1,960.80 \$ 2,352.80
		NE	Hourly	\$ 19.91	\$ 24.51 \$ 29.41
14	Community Development Coordinator	NE	Annual	\$ 42,827.20	\$ 53,539.20 \$ 64,251.20
	Assistant Parks & Rec Director	E	Biweekly	\$ 1,647.20	\$ 2,059.20 \$ 2,471.20
	Finance Tech III	E	Hourly	\$ 20.59	\$ 25.74 \$ 30.89
15	Library Director	E	Annual	\$ 44,969.60	\$ 56,222.40 \$ 67,454.40
	Planner I	NE	Biweekly	\$ 1,729.60	\$ 2,162.40 \$ 2,594.40
			Hourly	\$ 21.62	\$ 27.03 \$ 32.43
15 -A	Police Officer I	NE	Annual	\$ 46,000.00	\$ 56,222.40 \$ 67,454.40
			Biweekly	\$ 1,769.23	\$ 2,162.40 \$ 2,594.40
			**Hourly	\$ 21.06	\$ 25.74 \$ 30.89
16		NE	Annual	\$ 47,216.00	\$ 59,030.40 \$ 70,824.00
		NE	Biweekly	\$ 1,816.00	\$ 2,270.40 \$ 2,724.00
		NE	Hourly	\$ 22.70	\$ 28.38 \$ 34.05
16-A	Police Officer II	NE	Annual	\$ 48,300.00	\$ 56,222.40 \$ 70,827.12
		NE	Biweekly	\$ 1,857.69	\$ 2,162.40 \$ 2,724.12
		NE	**Hourly	\$ 22.12	\$ 27.03 \$ 32.43
17	Planner II	NE	Annual	\$ 49,587.20	\$ 61,984.00 \$ 74,380.80
			Biweekly	\$ 1,907.20	\$ 2,384.00 \$ 2,860.80
			Hourly	\$ 23.84	\$ 29.80 \$ 35.76
17-A	Master Police Officer	NE	Annual	\$ 50,600.00	\$ 61,981.92 \$ 74,387.04
			Biweekly	\$ 1,946.15	\$ 2,383.92 \$ 2,861.04
			**Hourly	\$ 23.17	\$ 28.38 \$ 34.06
18		NE	Annual	\$ 52,062.40	\$ 65,062.40 \$ 78,083.20
			Biweekly	\$ 2,002.40	\$ 2,502.40 \$ 3,003.20
			Hourly	\$ 25.03	\$ 31.28 \$ 37.54
18 -A	Public Works Supervisor/System ORC (Split 2 or 3 ways Streets/Water/Sewer)	NE	Annual	\$ 52,881.92	\$ 65,062.40 \$ 78,083.20
			Biweekly	\$ 2,033.92	\$ 2,502.40 \$ 3,003.20
			Hourly	\$ 25.42	\$ 31.28 \$ 37.54
18-B	Police/SRO/Investigations/Narcotics Corporal Positions	NE	Annual	\$ 52,900.00	\$ 65,062.40 \$ 78,083.20
			Biweekly	\$ 2,034.62	\$ 2,502.40 \$ 3,003.20
			Hourly	\$ 25.43	\$ 31.28 \$ 37.54
			**Hourly	\$ 24.22	\$ 29.79 \$ 35.75
19	Town Clerk	NE	Annual	\$ 54,662.40	\$ 68,328.00 \$ 82,014.40
	Human Resource Director	E	Biweekly	\$ 2,102.40	\$ 2,628.00 \$ 3,154.40
			Hourly	\$ 26.28	\$ 32.85 \$ 39.43
19-A	Chaplain/Community Relations Officer	NE	Annual	\$ 55,200.00	\$ 68,328.00 \$ 82,014.40
			Biweekly	\$ 2,123.08	\$ 2,628.00 \$ 3,154.40
			*Hourly	\$ 25.27	\$ 31.29 \$ 37.55
20		E	Annual	\$ 57,075.20	\$ 71,760.00 \$ 86,091.20
		E	Biweekly	\$ 2,195.20	\$ 2,760.00 \$ 3,311.20
			Hourly	\$ 27.44	\$ 34.50 \$ 41.39

Grade	Classification	FLSA Status	Frequency	FLSA		
				Minimum	Mid-Point	Maximum
20-A	Police/SRO/Investigations/Narcotics Sergeant Positions		Annual	\$ 57,500.00	\$ 71,760.00	\$ 86,091.20
			Biweekly	\$ 2,195.20	\$ 2,760.00	\$ 3,311.20
			Hourly	\$ 27.44	\$ 34.50	\$ 41.39
			**Hourly	\$ 26.13	\$ 32.86	\$ 39.42
21			Annual	\$ 60,257.60	\$ 75,337.60	\$ 90,396.80
			Biweekly	\$ 2,317.60	\$ 2,897.60	\$ 3,476.80
			Hourly	\$ 28.97	\$ 36.22	\$ 43.46
22	Police Lieutenant	E	Annual	\$ 63,273.60	\$ 77,542.40	\$ 94,931.20
		E	Biweekly	\$ 2,433.60	\$ 2,982.40	\$ 3,651.20
			Hourly	\$ 30.42	\$ 37.28	\$ 45.64
22 - A	Assistant Public Works Director	E	Annual	\$ 63,924.22	\$ 77,542.40	\$ 94,931.20
		E	Biweekly	\$ 2,458.62	\$ 2,982.40	\$ 3,651.20
			Hourly	\$ 30.73	\$ 37.28	\$ 45.64
23		E	Annual	\$ 66,456.00	\$ 79,851.20	\$ 99,652.80
			Biweekly	\$ 2,556.00	\$ 3,071.20	\$ 3,832.80
			Hourly	\$ 31.95	\$ 38.39	\$ 47.91
24	Police Captain		Annual	\$ 69,763.20	\$ 87,193.60	\$ 104,665.60
			Biweekly	\$ 2,683.20	\$ 3,353.60	\$ 4,025.60
			Hourly	\$ 33.54	\$ 41.92	\$ 50.32
25		E	Annual	\$ 73,236.80	\$ 91,561.60	\$ 109,886.40
			Biweekly	\$ 2,816.80	\$ 3,521.60	\$ 4,226.40
			Hourly	\$ 35.21	\$ 44.02	\$ 52.83
26	Parks & Rec Director	E*	Annual	\$ 76,918.40	\$ 96,158.40	\$ 115,377.60
	Finance Director	E*	Biweekly	\$ 2,958.40	\$ 3,698.40	\$ 4,437.60
	Planning Director	E	Hourly	\$ 36.98	\$ 46.23	\$ 55.47
27			Annual	\$ 80,766.40	\$ 100,963.20	\$ 121,139.20
			Biweekly	\$ 3,106.40	\$ 3,883.20	\$ 4,659.20
			Hourly	\$ 38.83	\$ 48.54	\$ 58.24
28			Annual	\$ 84,801.60	\$ 105,996.80	\$ 127,192.00
			Biweekly	\$ 3,261.60	\$ 4,076.80	\$ 4,892.00
			Hourly	\$ 40.77	\$ 50.96	\$ 61.15
28 - A	Public Works Director (Split 3 ways Streets/Water/Sewer)		Annual	\$ 86,148.61	\$ 105,996.80	\$ 127,192.00
			Biweekly	\$ 3,313.41	\$ 4,076.80	\$ 4,892.00
			Hourly	\$ 41.42	\$ 50.96	\$ 61.15
29	Chief of Police		Annual	\$ 89,044.00	\$ 111,300.80	\$ 133,556.80
			Biweekly	\$ 3,424.77	\$ 4,280.80	\$ 5,136.80
			Hourly	\$ 42.81	\$ 53.51	\$ 64.21
30			Annual	\$ 93,496.00	\$ 116,875.20	\$ 140,233.60
			Biweekly	\$ 3,596.00	\$ 4,495.20	\$ 5,393.60
			Hourly	\$ 44.95	\$ 56.19	\$ 67.42
31			Annual	\$ 98,176.00	\$ 122,720.00	\$ 147,243.20
			Biweekly	\$ 3,776.00	\$ 4,720.00	\$ 5,663.20
			Hourly	\$ 47.20	\$ 59.00	\$ 70.79
32			Annual	\$ 103,084.80	\$ 128,835.20	\$ 154,627.20
			Biweekly	\$ 3,964.80	\$ 4,955.20	\$ 5,947.20
			Hourly	\$ 49.56	\$ 61.94	\$ 74.34
33			Annual	\$ 108,222.40	\$ 135,283.20	\$ 162,344.00
			Biweekly	\$ 4,162.40	\$ 5,203.20	\$ 6,244.00
			Hourly	\$ 52.03	\$ 65.04	\$ 78.05
34	Town Manager	E	Annual	\$ 113,630.40	\$ 142,064.00	\$ 170,456.00
			Biweekly	\$ 4,370.40	\$ 5,464.00	\$ 6,556.00
			Hourly	\$ 54.63	\$ 68.30	\$ 81.95
35			Annual	\$ 119,329.60	\$ 149,156.80	\$ 178,984.00
			Biweekly	\$ 4,589.60	\$ 5,736.80	\$ 6,884.00
			Hourly	\$ 57.37	\$ 71.71	\$ 86.05

Hourly rate is based on 40 hour work week.

**Hourly rate is based on 84 hour work week.

NEW BUSINESS



Board of Commissioners Agenda Report

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

MEETING DATE: February 7, 2023
PREPARED BY: Veronica Hardaway
ISSUE Advisory Board Interviews & Appointments
CONSIDERED:
DEPARTMENT: Administration

SUMMARY OF ISSUE:

Introduction interviews to be given to potential candidates for the ABC & Planning Boards.
Consideration of nominations and appointments following interviews.

Note: Planning Board In-Town Member will fulfill the remaining term of a former member's term; that term ends 12/31/23.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends appointment of members to begin their term February 2023.

REQUESTED MOTION:

Nominations and appointments made for candidates to serve on the ABC & Planning Boards.

REVIEWED BY TOWN MANAGER:

Attachments:

- 1 Advisory Board Breakdown
- 2 Candidate Applications

Advisory Board Vacancies:

ABC Board – 3yr Term

1 vacancy

Planning Board (In-Town)- 2yr Term

1 vacancy (will be serving the remaining term of a former In-Town member; term ends 12/31/23)

Advisory Board Candidate Applications Received:

ABC Board – 3yr Term

Tracey Durham (1st Choice)
Joe Langley
Thomas Taylor
Tim Thompson
Reisha Lasater

Planning Board (In-Town) - 2yr Term

Ronald Lei
Tracey Durham (2nd Choice)
Sarah Arbour

Town of Angier
Board, Commission, or Committee Application

Town Boards previously served on and year(s) served: NA

Please list any other Boards/Commissions/Committees on which you currently serve: NA

Please list any experience or education you have relevant to the Board you are applying for and why you wish to serve: I have a Business Degree in Finance and have served as an HR Professional for 20 years. I am confident that my experience in both the public and private sector will add value to an advisory board.

Is there any conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as an appointee of the Angier Board of Commissioners? If yes, please explain NA

I understand this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge. I understand that any misstatement may be cause for my removal from any Board/Commission/Committee. I understand regular attendance to any Board/Commission/Committee is important and, accordingly, I further understand that if my attendance is less than the standards established for any such body that this is cause for removal. Information contained in this application will be considered when making appointments and candidates may be interviewed prior to appointment.

I affirm that I have read and understood all of the above

Printed Name: Tracey Durham

Signature: 

Date: 1/19/2023

Applicants are required to be a resident of the Town of Angier for In-Town positions and within the Town's ETJ for ETJ positions.

Return completed to:

Veronica Hardaway

Town clerk

PO Box 278

Angier, NC 27501

Phone: 919.331.6703

Fax: 919.639.6130

Email: vhardaway@angier.org

Received
1/20



Town of Angier Board, Commission, or Committee Application

Mayor Bob Smith

Loru Boyer Hawley, Ward 1
William Alan Coats, Ward 2

Jim Kazakavage, Ward 3
George "Jr." Price, Ward 4

Name: Joe Langley

Date: 1/20/2023

Home Address: 298 Kirk Adams Road

Email: jedwardlangley@gmail.com

Telephone Numbers: (919)-798-0196

Date of Birth: 12/18/1951

☒ Male

☐ Female

Yearly appointments to all boards and commissions are normally made by January 1 of each year, except in cases of unanticipated vacancies which shall be filled as soon as possible.

Application for Appointment to:

Please mark your 1st, 2nd, and 3rd choice by putting a 1, 2, or 3 next to the Board or Commission you would like to serve on.

1st Board of Alcoholic Control – 3yr term

___ Community Development Committee – 2yr term

___ Planning Board (In-town) – 2yr term

___ Planning Board/Board of Adjustment (ETJ Member)
– 2yr term

The Town of Angier appreciates your interest in serving on a Board. In order to consider this application and provide a sense of balance to various Boards, the Town of Angier requests that the following information be provided:

Employer: Retired

Circle highest level of education completed: Master's Degree

Do you reside within Town Limits of Angier? ☐ Yes ☒ No Length of Residence in Angier: 30 Yrs _6_ Mths

Have you recently attended a meeting of the board you are interested in serving on: ☒ Yes ☐ No

Civic or Service Organization Experience:

- Kiwanis Club of Angier, Past President
- Knights of Columbus
- Harnett Health Foundation
- Robin Paige Boys and Girl Club
- Board of Directors Angier Chamber of Commerce

Town Boards previously served on and year(s) served: None

Please list any other Boards/Commissions/Committees on which you currently serve

- President Central Carolina Boys and Girls Club Corporate Board
- Harnett County Partnership for Children, Board Chair
- Board of Directors Angier Chamber of Commerce, Treasurer
- St. Bernadette Catholic Church Finance Committee

Please list any experience or education you have relevant to the Board you are applying for and why you wish to serve:

Education And Credentials

- Master Of Science (M.Sc.) In Cyber Security
- Bachelor Of Science (B.Sc.) In Computer Information Systems,
- Bachelor Of Arts In Communications

Is there any conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as an appointee of the Angier Board of Commissioners? If yes, please explain. No

I understand this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge. I understand that any misstatement may be cause for my removal from any Board/Commission/Committee. I understand regular attendance to any Board/Commission/Committee is important and, accordingly, I further understand that if my attendance is less than the standards established for any such body that this is cause for removal. Information contained in this application will be considered when making appointments and candidates may be interviewed prior to appointment.

I affirm that I have read and understood all of the above

Printed Name: JOE Langley

Signature: Joe Langley

Date: 1/20/2023

Return completed to:

Received
1/20



Jim Kazakavage, Ward 3
George "Jr." Price, Ward 4

Civic or Service Organization Experience: Past Governor NC Optimist, Harnett Co.
Red Cross, Harnett Co. Board of Adjustment

Town Boards previously served on and year(s) served: ANGIER PLANNING BOARD
ANGIER ABC

Please list any other Boards/Commissions/Committees on which you currently serve: BOY SCOUT TROOP 444 COMMITTEE, OCEANBEACH COUNCIL BOARD BSA

Please list any experience or education you have relevant to the Board you are applying for and why you wish to serve: I WOULD LIKE TO SERVE TO HELP ANGIER GROW AND TO GIVE BACK TO THIS COMMUNITY.

Is there any conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as an appointee of the Angier Board of Commissioners? If yes, please explain NONE

I understand this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge. I understand that any misstatement may be cause for my removal from any Board/Commission/Committee. I understand regular attendance to any Board/Commission/Committee is important and, accordingly, I further understand that if my attendance is less than the standards established for any such body that this is cause for removal. Information contained in this application will be considered when making appointments and candidates may be interviewed prior to appointment.

I affirm that I have read and understood all of the above

Printed Name: THOMAS S. TAYLOR

Signature: Thomas S. Taylor Date: 20 JAN 23

Applicants are required to be a resident of the Town of Angier for In-Town positions and within the Town's ETJ for ETJ positions.

Return completed to:

Veronica Hardaway

Town clerk

PO Box 278

Angier, NC 27501

Phone: 919.331.6703

Fax: 919.639.6130

Email: vhardaway@angier.org

Received
1/20



Town of Angier Board, Commission, or Committee Application

Mayor Bob Smith

Lori Boyer Hawley, Ward 1
William Alan Coats, Ward 2

Jin Kazakavago, Ward 3
George "Dr." Price, Ward 4

Name: Tim Thompson Date: 1/24/23
Home Address: 3199 NC 55 W Coats, NC 27521
Email: tim.thompson@ncfbins.com
Telephone Numbers: 919-669-6061 (Home) 919-669-6061 (Mobile) 919-639-3568 (Work)

Date of Birth: 11/1/68 ☒ Male ☐ Female

Yearly appointments to all boards and commissions are normally made by January 1 of each year, except in cases of unanticipated vacancies which shall be filled as soon as possible.

Application for Appointment to:

Please mark your 1st, 2nd, and 3rd choice by putting a 1, 2, or 3 next to the Board or Commission you would like to serve on.

- ☒ Board of Alcoholic Control – 3yr term ☐ Community Development Committee – 2yr term
☐ Planning Board (In-town) – 2yr term ☐ Planning Board/Board of Adjustment (ETJ Member) – 2yr term

The Town of Angier appreciates your interest in serving on a Board. In order to consider this application and provide a sense of balance to various Boards, the Town of Angier requests that the following information be provided:

Employer: N.C. Farm Bureau Occupation: Insurance Agent

Circle highest level of education completed: (High School) 10 11 12 GED College 1 2 3 (4) 5 6

Do you reside within Town Limits of Angier? ☐ Yes ☒ No Length of Residence in Angier: 0 Yrs 0 Mths

Have you recently attended a meeting of the board you are interested in serving on: ☒ Yes ☐ No

Civic or Service Organization Experience: Angier Chamber of Commerce - Multiple Capacities
Coats Grove Fire + Rescue - Board President
Coats Chamber of Commerce - Multiple Capacities

Town Boards previously served on and year(s) served: 0

Please list any other Boards/Commissions/Committees on which you currently serve: _____

Angier Chamber of Commerce

Please list any experience or education you have relevant to the Board you are applying for and why you wish to serve: 30 Years of Business Experience, President Vice President and Chair of several local boards, Personnel Experience, Organization Skills, Willingness to serve and improved organization

Is there any conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as an appointee of the Angier Board of Commissioners? If yes, please explain No conflict of interest

I understand this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge. I understand that any misstatement may be cause for my removal from any Board/Commission/Committee. I understand regular attendance to any Board/Commission/Committee is important and, accordingly, I further understand that if my attendance is less than the standards established for any such body that this is cause for removal. Information contained in this application will be considered when making appointments and candidates may be interviewed prior to appointment.

I affirm that I have read and understood all of the above

Printed Name: Tim Thompson

Signature: Tim Thompson Date: 1/24/23

Applicants are required to be a resident of the Town of Angier for In-Town positions and within the Town's ETJ for ETJ positions.

Return completed to:

Veronica Hardaway

Town clerk

PO Box 278

Angier, NC 27501

Phone: 919.331.6703

Fax: 919.639.6130

Email: vhardaway@angier.org

Received
1/25/23



Town of Angier Board, Commission, or Committee Application

Mayor Bob Smith

Lori Boyer Hawley, Ward 1
William Alan Coats, Ward 2

Jim Kazakavage, Ward 3
George "Jr." Price, Ward 4

Name: Reisha L. Lasater Date: 1/31/23

Home Address: 2489 Old Bures Creek Road, Angier NC 27501

Email: reishasells@yahoo.com

Telephone Numbers: _____
(Home) 919 414 6459 (Mobile) _____ (Work)

Date of Birth: 9/16/65 ☐ Male ☒ Female

Yearly appointments to all boards and commissions are normally made by January 1 of each year, except in cases of unanticipated vacancies which shall be filled as soon as possible.

Application for Appointment to:

Please mark your 1st, 2nd, and 3rd choice by putting a 1, 2, or 3 next to the Board or Commission you would like to serve on.

1st Board of Alcoholic Control – 3yr term _____ Community Development Committee – 2yr term
_____ Planning Board (In-town) – 2yr term _____ Planning Board/Board of Adjustment (ETJ Member)
– 2yr term

The Town of Angier appreciates your interest in serving on a Board. In order to consider this application and provide a sense of balance to various Boards, the Town of Angier requests that the following information be provided:

Employer: PLL Enterprises, Inc Occupation: Self employed, Realtor & Notary

Circle highest level of education completed: (High School) 10 11 12 GED College 1 2 3 4 5 6

Do you reside within Town Limits of Angier? ☐ Yes ☒ No Length of Residence in Angier: 50 Yrs _____ Mths

Have you recently attended a meeting of the board you are interested in serving on: ☐ Yes ☒ No

Civic or Service Organization Experience: Kiwanis, Jaycees, Guardian et litem
Relay for Life, Meals on wheels, past Chamber member,

Town Boards previously served on and year(s) served: NONE

Please list any other Boards/Commissions/Committees on which you currently serve: NONE

Please list any experience or education you have relevant to the Board you are applying for and why you wish to serve: I am a former employee of the Angier ABC and am familiar with the day to day operations of an ABC store. As a business owner of 16 years, I am also familiar with the needs of the community. I believe these experiences make me an excellent fit for service on the board.

Is there any conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as an appointee of the Angier Board of Commissioners? If yes, please explain _____

I understand this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge. I understand that any misstatement may be cause for my removal from any Board/Commission/Committee. I understand regular attendance to any Board/Commission/Committee is important and, accordingly, I further understand that if my attendance is less than the standards established for any such body that this is cause for removal. Information contained in this application will be considered when making appointments and candidates may be interviewed prior to appointment.

I affirm that I have read and understood all of the above

Printed Name: Reisha L Lasater

Signature: [Signature] Date: 1/31/23

Applicants are required to be a resident of the Town of Angier for In-Town positions and within the Town's ETJ for ETJ positions.

Return completed to:

Veronica Hardaway

Town clerk

PO Box 278

Angier, NC 27501

Phone: 919.331.6703

Fax: 919.639.6130

Email: vhardaway@angier.org

Received
2/1/23



Town of Angier
Advisory Board Application

Name: Lei Ronald A
(Last) (First) (MI)
Home Address: 631 S. WILMA ST ANGIER, NC

Email: RK_Lei@yahoo.com

Telephone Numbers: 209-534-2329 (Home) (Mobile) (Work)

Date of Birth: 1/27/54 ☒ Male ☐ Female

List below in priority order the Board on which you wish to serve:

<input type="checkbox"/> ABC - 3yr Term	<input checked="" type="checkbox"/> Planning Board (In-Town) - 2yr Term
<input type="checkbox"/> Library Board - 3yr Term	<input type="checkbox"/> Planning Board (ETJ Member) - 2yr Term

The Town of Angier appreciates your interest in serving on a Board. In order to consider this application and provide a sense of balance to various Boards, the Town of Angier requests that the following information be provided:

Employer: N/A Occupation: Retired

Do you reside within the Town Limits of Angier? ☒ Yes ☐ No

Length of Residence in the Town of Angier: 1 Years 7 Months

Civic or Service Organization Experience: only experience is with YMCA and other youth sports organizations as coach or assistant

Town Boards previously served on and year(s) served: N/A

Please list any other Boards on which you currently serve: N/A

Please provide a brief summary outlining why you wish to serve on a board you have indicated:

Interested in the proper growth of Angier to benefit all residents equally.



Town of Angier

Advisory Board Application

ETHICS GUIDELINES FOR TOWN BOARDS

(Please check if you agree)

☒ Yes, if appointed, I pledge to comply with the following ethics guidelines for boards as adopted by the Town of Angier.

Members of boards shall not discuss, advocate, or vote on any matters in which they have a conflict of interest or an interest in which reasonably might appear to be in conflict with the concept of fairness in dealing with public business. A conflict of interest or a potential conflict occurs if a member has a separate, private, or monetary interest, either direct or indirect, in any issue or transaction under consideration. Any member who violates this provision may be subject to removal from the board.

If the board believes he/she has a conflict of interest, then the member should ask the board to be excused from voting. The board should then vote on the question on whether or not to excuse the member making the request. In cases where the individual member or the board establishes a conflict of interest, then the board member shall remove themselves from the voting area.

Any board member may seek the counsel of the Town Attorney on questions regarding the interpretation of these ethic guidelines or other conflict of interest matters. The interpretation may include a recommendation on whether or not the board should excuse himself/herself from voting. The board may request the Town Attorney to respond in writing.

I certify that the above information is correct. I understand that this is an application to be considered for appointment to a Town of Angier Board, Commission, or Committee and that final appointment is made by the Angier Board of Commissioners.

Printed Name:

Ronald Lei

Signature:

Ronald Lei

Date:

1/13/23

Applicants are required to be a resident of the Town for In-Town positions and within the Town's ETJ for ETJ positions.

Return completed form to:

Veronica Hardaway, Town Clerk

PO Box 278

Angier, NC 27501

Phone: 919.639.2071 Fax: 919.639.6130 Email: vhardaway@angier.org

Received
1/17/23



Town of Angier Board, Commission, or Committee Application

Mayor Bob Smith

Loru Boyer Hawley, Ward 1

Jim Kazakavage, Ward 3

William Alan Coats, Ward 2

George "Jr." Price, Ward 4

Name: Sarah Arbour Date: 1/23/2023

Home Address: 349 Glen meadow drive Angier NC 27501

Email: Sarahcdavis15@gmail.com

Telephone Numbers: (561) 804-8400
(Home) (Mobile) (Work)

Date of Birth: 06/19/1990 ☐ Male ☒ Female

Yearly appointments to all boards and commissions are normally made by January 1 of each year, except in cases of unanticipated vacancies which shall be filled as soon as possible.

Application for Appointment to:

Please mark your 1st, 2nd, and 3rd choice by putting a 1, 2, or 3 next to the Board or Commission you would like to serve on.

☐ Board of Alcoholic Control – 3yr term

☐ Community Development Committee – 2yr term

☒ Planning Board (In-town) – 2yr term

☐ Planning Board/Board of Adjustment (ETJ Member)
– 2yr term

The Town of Angier appreciates your interest in serving on a Board. In order to consider this application and provide a sense of balance to various Boards, the Town of Angier requests that the following information be provided:

Employer: Harnett County Occupation: Planner II

Circle highest level of education completed: (High School) 10 11 12 GED College 1 2 3 4 5 6

Do you reside within Town Limits of Angier? ☒ Yes ☐ No Length of Residence in Angier: 1 Yrs 4 Mths

Have you recently attended a meeting of the board you are interested in serving on: ☐ Yes ☒ No

Civic or Service Organization Experience: I was a member of Key club in high school and volunteered to coach my daughter's rec soccer team for Angier last Fall.

Town Boards previously served on and year(s) served: I have not previously served on any town boards.

Please list any other Boards/Commissions/Committees on which you currently serve: I do not currently serve on any boards or commissions.

Please list any experience or education you have relevant to the Board you are applying for and why you wish to serve: my education and career are in the planning field. I wish to volunteer my time and any experience if it will benefit my community.

Is there any conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as an appointee of the Angier Board of Commissioners? If yes, please explain NO.

I understand this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge. I understand that any misstatement may be cause for my removal from any Board/Commission/Committee. I understand regular attendance to any Board/Commission/Committee is important and, accordingly, I further understand that if my attendance is less than the standards established for any such body that this is cause for removal. Information contained in this application will be considered when making appointments and candidates may be interviewed prior to appointment.

I affirm that I have read and understood all of the above

Printed Name: Sarah L. Arbour

Signature: Sarah L. Arbour

Date: 1/24/2023

Applicants are required to be a resident of the Town of Angier for In-Town positions and within the Town's ETJ for ETJ positions.

Return completed to:

Veronica Hardaway

Town clerk

PO Box 278

Angier, NC 27501

Phone: 919.331.6703

Fax: 919.639.6130

Email: vhardaway@angier.org

*Received
1/24*



Board of Commissioners Agenda Report

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

MEETING DATE: February 7, 2023
PREPARED BY: Casey Todd
ISSUE: Road Closure Request for 2023
CONSIDERED:
DEPARTMENT: Planning & Inspections

SUMMARY OF ISSUE:

Listing of street closures for 2023. Casey Todd, Community Development Coordinator will be available to answer questions as it relates to planning and coordination of the event with the Town.

FINANCIAL IMPACT: N/A

RECOMMENDATION: Approve the road closure request as shown on the Event Map.

REQUESTED MOTION: Approve the road closure request as shown on the Event Map.

REVIEWED BY TOWN MANAGER:

Proposed Road Closure for Napper Tandy's St. Patrick's Day Celebration

Event Date & Time: March 17, 2023 1:00PM – 9:00PM

See Small Events Road Closure

Proposed Road Closure for Morning Markets Saturdays 9am-1pm

Event Date & Time April 22th, May 20th, June 17th, July 15th, August 19th, September 23rd

See the Morning Market & Possibly Concerts Event Road Closure

Proposed Road Closure for Cinco de Mayo Celebration

Event Date & Time: May 5, 2023 5PM – 9PM

See Small Events Road Closure

Proposed Road Closure for Concert at the Square Saturdays 5pm-9pm

Event Date & Time: May 13th, June 10th, October 21st

See Medium Events Closure

Proposed Road Closure for Bike Fest (Time-TBA)

Event Date & Time: Friday, June 2 – Saturday, June 3, 2023

See Large Events Closure

Proposed Road Closure for 4th of July celebration 5pm-9pm

Event Date & Time: Saturday, July 1

See Medium Events Road Closure

Proposed Road Closure for Crepe Myrtle Festival

Event Date & Time: Friday, September 8; 7-10pm – Saturday, September 9; 10-3pm

See Small Events Road Closure for Friday

See Large Events Road Closure for Saturday

Proposed Road Closure for ACE Car Show

Event Date & Time: Saturday, November 11, 2023 10-4

See Large Events Road Closure

Proposed Road Closure for Ugly Sweater Stroll

Event Date & Time: Saturday, December 16th 9am – 4pm

See Small Events Road Closure



EVENT ROAD CLOSURES

- Large Events
- Medium Events
- **Small Events**
- The Morning Market & Possibly Concerts
- Movies & Concerts
- Parade Route



EVENT ROAD CLOSURES

- Large Events
- Medium Events
- Small Events
- **The Morning Market & Possibly Concerts**
- Movies & Concerts
- Parade Route



EVENT ROAD CLOSURES

- Large Events
- **Medium Events**
- Small Events
- The Morning Market & Possibly Concerts
- Movies & Concerts
- Parade Route



EVENT ROAD CLOSURES

- Large Events
- Medium Events
- Small Events
- The Morning Market & Possibly Concerts
- Movies & Concerts
- Parade Route



Board of Commissioners Agenda Report

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

MEETING DATE: February 7, 2023
PREPARED BY: Jimmy Cook
ISSUE 0.50 MG Elevated Tank and BPS – Tank Body Style
CONSIDERED:
DEPARTMENT: Public Works

SUMMARY OF ISSUE:

In order to proceed with the Geotechnical Study, the Board will have to decide on a tank body style. The choices discussed were the Pedesphere (Kennebec Church Rd. Tank) at an estimated cost of \$3.4M versus a column-supported (leg)(Dora Street Tank) style at \$2.9M

FINANCIAL IMPACT:

Pedesphere Style (\$3.4M); Leg Style (\$2.9M)

RECOMMENDATION:

Staff recommends the Board to review and decide which tank style to proceed with.

REQUESTED MOTION:

Motion to proceed with Pedesphere or Leg Style Water Tank

REVIEWED BY TOWN MANAGER:

Attachments:

1 Pictures

*This is
Angier*

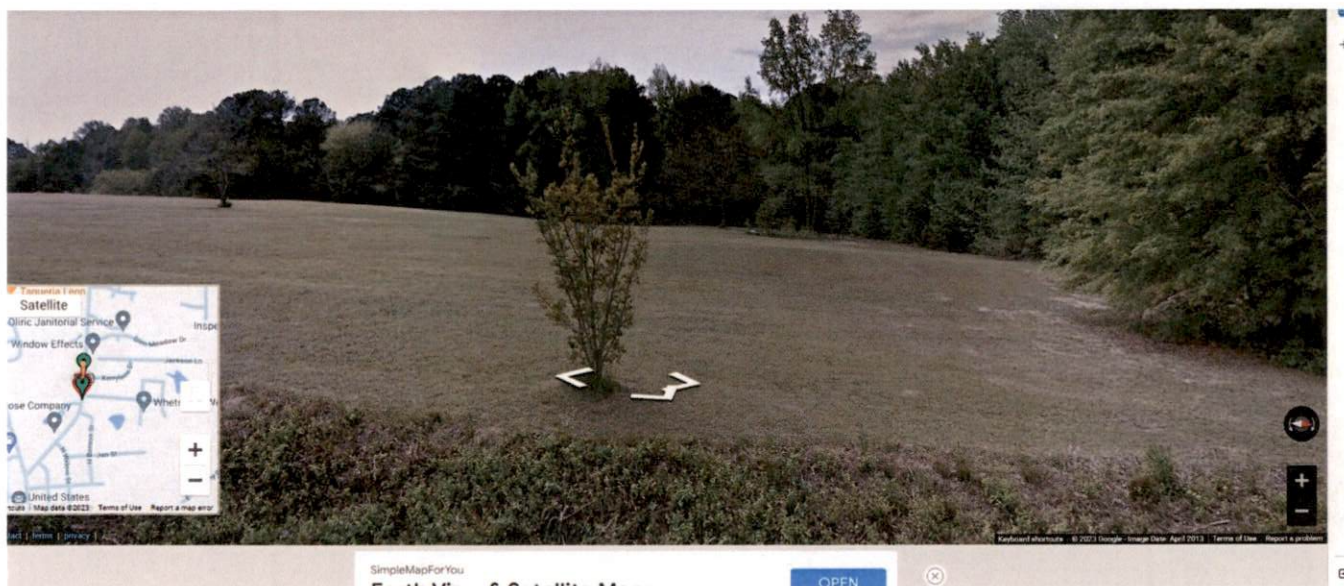














Board of Commissioners Agenda Report

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

MEETING DATE: February 7, 2023
PREPARED BY: Jimmy Cook
ISSUE Alley & Parking Lot Layout along E. Lillington St.
CONSIDERED:
DEPARTMENT: Public Works

SUMMARY OF ISSUE:

For Board review, the updated alley and parking lot layout along E. Lillington St.

FINANCIAL IMPACT:

RECOMMENDATION:

Staff recommends approval

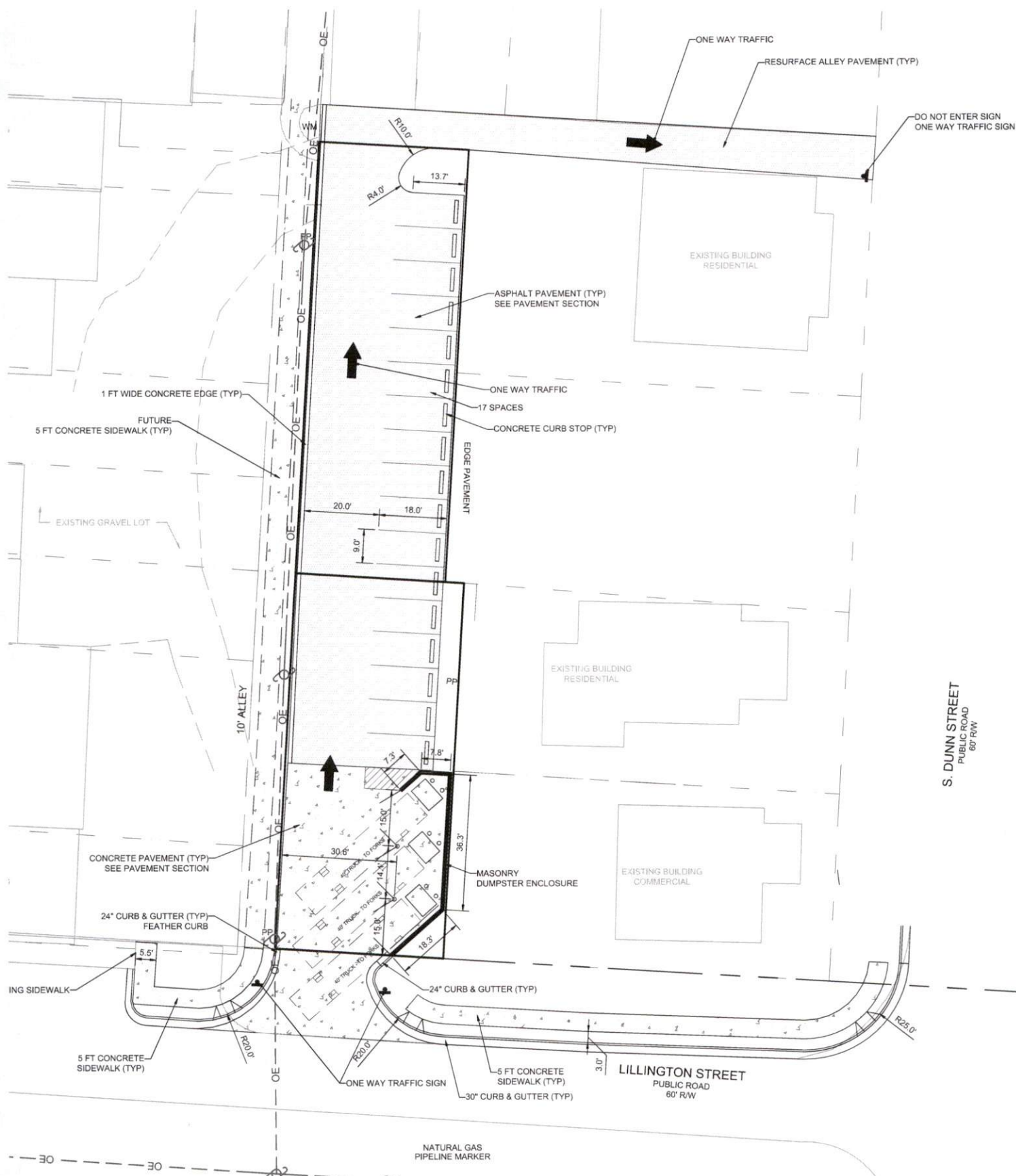
REQUESTED MOTION:

Motion to approve updated alley and parking lot layout along E. Lillington St.

REVIEWED BY TOWN MANAGER:

Attachments:

1 Site Plan





Board of Commissioners Agenda Report

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

MEETING DATE: February 7, 2023
PREPARED BY: Jimmy Cook
ISSUE Proposed Parking Lot along West Lillington Street, Church Street, and S.
CONSIDERED: Broad Street that includes the Future Farmers Market
DEPARTMENT: Public Works

SUMMARY OF ISSUE:

For Board review, a proposed parking lot layout along West Lillington Street, Church Street, and S. Broad Street that includes the Future Farmers Market site.

FINANCIAL IMPACT:

RECOMMENDATION:

Staff recommends approval

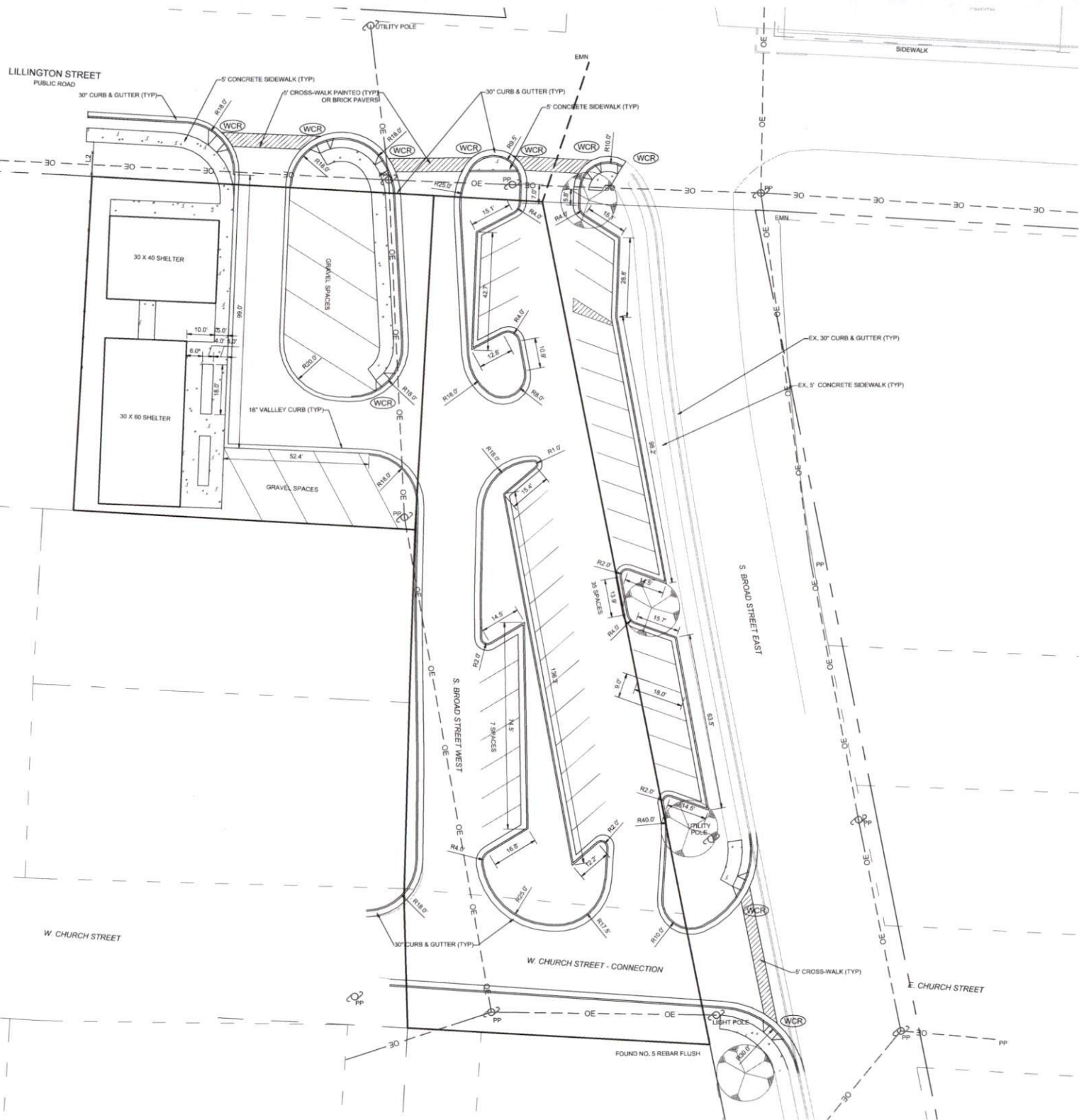
REQUESTED MOTION:

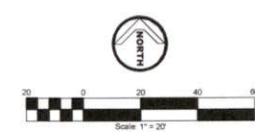
Motion to approve proposed parking lot along West Lillington Street, Church Street, and S. Broad Street.

REVIEWED BY TOWN MANAGER:

Attachments:

1 Site Plan





6728 CARBONTON ROAD
Sanford, North Carolina 27330
(919) 499-8759 phone
draftinganddesign@gmail.com

**CHURCH STREET
PARKING LOT
TOWN OF ANGIER**
CHURCH STREET
TOWN OF ANGIER, NORTH CAROLINA

SITE STAKING PLAN

REVISIONS

PRELIMINARY
NOT FOR CONSTRUCTION

Scale 1"=20'	Drawn by MTB
Sheet C2 of 2	Designed by MTB
	Reviewed by MTB
Project Number 2022-19	Date MAR 20



Board of Commissioners Agenda Report

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

MEETING DATE: February 7, 2023
PREPARED BY: Richard N. Hicks, Interim Town Manager
ISSUE Salary Review of Remaining Staff
CONSIDERED:
DEPARTMENT: Administration

SUMMARY OF ISSUE:

During the 2 previous meetings, the Board approved 12% salary increases for the Police Department and Public Works and asked staff to complete the same review for all of the remaining staff. Attached for your review and information is a spreadsheet showing the various salary studies and the projected cost for a 12% for the remaining staff.

FINANCIAL IMPACT:

The estimated annual cost for the remaining staff would be \$97,121.83. The annual cost for the recently approved Public Works salary increases would be \$89,783.08 and the annual cost for the recently approved Police Department salary increases would be \$147,117.83. The total annual costs for all 3 would be \$334,022.74. A question that several Board members have asked is how the Town will cover the future costs of these increases. Based on current trends, the Town's sales tax receipts are currently running at 17.69% higher than they were in the previous fiscal year (FY 21/22). If that trend continues, and staff sees no reason to believe that it won't, the Town would receive revenues in excess of \$331,000 from the budgeted revenue. This additional revenue would cover the future costs of the salary increases.

RECOMMENDATION:

Approve Recommended Salary increases for remaining Town staff

REQUESTED MOTION:

Motion to approve a 12% salary increase for the remaining Town staff.

REVIEWED BY TOWN MANAGER:

Attachments:

- 1 Salary Study Comparison

Employee	Position	Pay Study	Pay Study	Percent	Jim's Review	Jim's Review	Percent	Current Salary	Manager's	Percent
		Current Salary	Proposed		Current Salary	Proposed			Proposed	
	Planning Director	\$75,961.60	\$90,639.71	19	\$80,000.00	\$80,000.00	0	\$80,000.00	\$89,600.00	12
	Planning Permit Technician	\$38,833.60	\$46,988.66	21	\$40,768.00	\$43,493.63	12	\$40,768.00	\$45,660.16	12
	Code Enforcement/Building Inspectors	\$48,110.40	\$55,488.64	15	\$55,328.00	\$52,921.44	10	\$55,328.00	\$61,967.36	12
	Community Development Coordinator	\$50,856.00	\$58,779.75	16	\$50,856.00	\$53,907.36	6	\$50,856.00	\$56,958.72	12
	Assistant Parks & Recreation Director	\$44,782.40	\$51,759.83	16	\$44,782.00	\$50,156.29	12	\$44,782.00	\$50,155.84	12
	Parks and Recreation Maintenance Worker	\$38,459.20	\$43,157.20	12	\$38,459.20	\$43,074.30	12	\$38,459.20	\$43,074.30	12
	Finance Director	\$82,388.80	\$93,152.05	13	\$82,388.80	\$89,803.79	9	\$82,388.80	\$92,275.46	12
	Finance Technician 1	\$46,779.20	\$60,410.22	29	\$46,779.20	\$53,796.08	15	\$46,779.20	\$52,392.70	12
	Utility Billing Clerk	\$50,336.00	\$60,240.90	20	\$50,336.00	\$57,886.40	15	\$50,336.00	\$56,376.32	12
	Utility Billing Customer Service Clerk	\$37,024.00	\$41,382.52	12	\$37,024.00	\$41,466.28	12	\$37,024.00	\$41,466.88	12
	Town Clerk	\$58,448.00	\$63,123.84	8	\$58,448.00	\$65,461.76	12	\$58,448.00	\$65,461.76	12
	HR Director	\$58,488.00	\$61,954.88	6	\$58,448.00	\$51,954.88	6	\$58,448.00	\$65,461.76	12

	\$630,467.20	\$727,078.20	\$643,617.20	\$683,922.21	\$643,617.20	\$720,851.26
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Difference		\$96,611.00		\$40,305.01		\$77,234.06
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Benefit Costs		\$24,877.33		\$10,378.54		\$19,887.77
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Total Costs		\$121,488.33		\$50,683.55		\$97,121.83
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Board of Commissioners Agenda Report

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

MEETING DATE: February 7, 2023
PREPARED BY: Richard N. Hicks, Interim Town Manager
ISSUE: Authorization to Purchase Goods from Elected Official
CONSIDERED:
DEPARTMENT: Administration

SUMMARY OF ISSUE: Recognizing that smaller local governments may have limited purchasing options, North Carolina General Statutes 14-234 allows the purchase of goods and services from elected officials within the jurisdiction if certain procedures are followed. For several years, the Town has purchased items from Jim Kazakavage's business. Now that he is a Town Commissioner, the Town must follow the procedures outlined in G.S. 14-234. The Board must approve by specific resolution in an open and public meeting, and recorded in the minutes that purchases are approved and must not exceed \$60,000 for goods and services within a 12 month period. Mr. Kazakavage is not allowed to participate in the vote. The total amount of the contracts shall be specifically noted in the annual financial statement of the town. The Town shall also post in a conspicuous place in the Town Hall, a list of such officials with whom such contracts have been made, briefly describing the contracts and showing the total amounts and this list shall cover the preceding 12 months and shall be brought up to date at least quarterly. A copy of the general statutes is attached for your review and information.

FINANCIAL IMPACT:

Any items purchased from the business would be from the regular budget of the Police Department and the Parks and Recreation budget.

RECOMMENDATION:

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

REQUESTED MOTION:

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

REVIEWED BY TOWN MANAGER:

Attachments:

1 NCGS 14-234

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Board of Commissioners Agenda Report

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

MEETING DATE: February 7, 2023
PREPARED BY: Richard N. Hicks, Interim Town Manager
ISSUE Application to Host a Lead for NC Fellow
CONSIDERED:
DEPARTMENT: Administration

SUMMARY OF ISSUE:

The UNC School of Government has a program called the Lead for North Carolina (LFNC) that is a fellowship program that aims to create the next generation of local government leaders in North Carolina. A recent college graduate would be placed in Angier for 1 year, and the salary would be supplemented through grants the School of Government has obtained. If approved, the anticipated cost to Angier would be in the \$10,000 range. This year they are targeting 12 jurisdictions for a finance-specific track. The Executive Director has reached out to the Town of Angier and has encouraged the Town to apply. Attached for your review is some additional information on the program. This might be an opportunity for Angier to grow some future talent for the organization.

FINANCIAL IMPACT:

If approved, the Town would budget the full salary of the position and would get reimbursed by the School of Government for the majority of the costs. The estimated costs would be around \$10,000. The service would begin on August 7, 2023, so the Town's portion of the cost would have to be appropriated in the FY 23/24 budget. There is a short application that would have to be completed on February 8, 2023, the day after the Board meeting. The Town would be notified by February 13, 2023 and would have to commit by February 24, 2023.

RECOMMENDATION:

Submit application for August 2023 – June 2024 Lead for NC Fellow

REQUESTED MOTION:

Motion to Authorize the Town Manager to file an application for a Lead for NC Fellow with the UNC School of Government.

REVIEWED BY TOWN MANAGER:

Attachments:

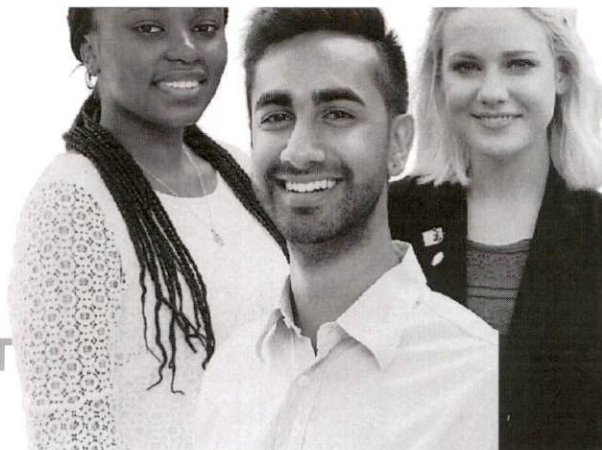
1 Flyer & Information

LEAD FOR NC FELLOW

IN YOUR LOCAL GOVERNMENT

**Strengthening NC's local governments.
Creating future public sector leaders.
Transforming our communities.**

A FELLOWSHIP IN LOCAL GOVERNMENT FOR RECENT COLLEGE GRADUATES



HOW IT WORKS

We find, train, and support Fellows to work on your community's greatest needs.



We recruit diverse and dynamic recent college graduates from NC for you to interview. We use your proposed work scope to tailor recruitment efforts.



We train and support Fellows at the UNC School of Government to prepare them for their service. We use your work plan to tailor our trainings.



Fellows begin their year of service in July and work on community issues you've identified, while receiving support from the School of Government.

INCREASE YOUR CAPACITY

Fellows work as full-time employees and work on transformative projects.

94%

Of our host sites reported increased capacity within their local government

\$70,000,000

Grants funded by LFNC Fellows to support community initiatives

100%

Of our host sites would strongly recommend LFNC to other governments

\$1,866,300

Estimated cost savings through manager estimates

Our fellows have worked on the following projects:

- ARP Management
- Grant writing
- ADA compliance
- 160D rewrite
- Environmental sustainability
- Community health initiatives
- Hurricane recovery & resiliency
- Public works / utilities
- Economic development
- Citizen engagement initiatives
- Strategic communications
- Policy research

"Our Fellow has made a significant impact and has saved over a million dollars in unneeded expenditures.

The high quality, self-motivated, and well-informed work of the fellow, offers localities with limited resources the highest caliber employee.

This program has exceeded my expectations."



of an application to the Board of Commissioners at their next regularly scheduled meeting on February 7, 2023. If there is interest, we can complete the application on the 8th.

From: Russell, Gregory Dylan <russell@sog.unc.edu>

Sent: Tuesday, January 17, 2023 9:41 AM

To: Gerry D. Vincent <gvincent@angier.org>

Subject: UNC School of Government Lead for NC Fellowship Program | APPLY NOW!

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Two Quick Things

- **[Apply here by February 8 to host a Lead for NC Fellow](#)** – Fellows are trained and supported by the UNC School of Government and work on the projects you identify. The application takes less than 5 minutes!
- ***Forward this message to your department heads*** and other leaders within your organization!

Dear Gerald,

My name is Dylan Russell, and I am the Executive Director of Lead for North Carolina (LFNC) at the UNC School of Government. LFNC is a fellowship program that aims to create the next generation of local government leaders in North Carolina. LFNC places recent college graduates in high-impact positions in local governments across the state to work on transformative community projects. Fellows receive up to three weeks of training prior to placement and ongoing training and support from the UNC School of Government and our partner organizations. Check out [this video](#) to learn more about the fellowship program or check out one of our program's alumni being interviewed by [CBS This Morning](#)!

I'm reaching out to you because I think Angier would make a great host site for a Lead for North Carolina Fellow and your jurisdiction is eligible to receive a subsidy to host a fellow. Thanks to the generosity of our funders (most notably the State Employees' Credit Union Foundation, AmeriCorps, The Anonymous Trust, Z. Smith Reynolds Foundation, and State Farm), we provide subsidies to all participating local government host sites. For the most distressed communities, the cost to host a Lead for NC Fellow is as low as \$10,000. ***Again, the most distressed communities will receive significant subsidies to hire a full time fellow to increase your government's capacity and work on projects you've identified as a priority in your organization.*** The exact subsidy amount will be determined based on the total need of the jurisdictions that apply. Fellows receive a living stipend and competitive benefits from UNC-Chapel Hill while working at your organization.

Our fellows have been working on a range of projects from helping local governments navigate ARP funding to ADA compliance. Some of our fellows are housed in the manager's office while other fellows work in departments like public works, planning and zoning, or parks and recreation. ***Please consider forwarding this message to your department heads!*** Last year's cohort of fellows already secured over \$72,000,000 in grants to support key community initiatives. Our managers estimated cost savings for the jurisdiction at \$1.8 million because of their work. I encourage you to learn more about the work these young people are doing by [checking out this impact report](#).

This year we are targeting up to 12 jurisdictions for a finance-specific track. Fellows will train and receive ongoing support from UNC School of Government Faculty members Kara Millonzi and Rebecca Badgett on finance-related projects. Fellows will receive a toolkit of best financial policies and practices, especially as it relates to compliance with ARP funding. These Lead for NC Fellows will address significant needs in finance offices.

I hope you will consider hosting a fellow. There are plenty of young people that would greatly benefit from working under your leadership next year.

The deadline to apply is February 8, 2022. The application only takes five minutes to complete. You can access the application [here](#). (bit.ly/hostLeadforNC)

Please navigate to these links to access an [informational flyer](#) and a [frequently asked questions webpage](#) for you to consider. We will be hosting optional informational sessions on the following dates: Come learn more about what Lead for North Carolina can do for your local government!

Please let me know if you have any questions or concerns or if you want to find a time to discuss our fellowship program (russell@sog.unc.edu). Thank you for everything you do in service of our state and local communities.

Best,

Dylan Russell
Executive Director
Lead for North Carolina
UNC School of Government at Chapel Hill

Richard Hicks

From: shepherd@sog.unc.edu <ccmanagers@listserv.unc.edu>
Sent: Wednesday, January 18, 2023 9:58 AM
To: City and County Managers
Subject: [ccmanagers] Applications Now Being Accepted from Local Governments for the Lead for NC Fellows Program

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The Lead for North Carolina Fellows (LFNC) is a fellowship program that aims to create the next generation of local government leaders in North Carolina. LFNC places recent college graduates in high-impact positions in local governments across the state to work on transformative community projects. The NC City and County Management Association is proud to partner with the UNC School of Government, the League of Municipalities, and the Association of County Commissioners to provide this incredible opportunity for our local governments across North Carolina. Fellows receive up to three weeks of training prior to placement and ongoing training and support from the UNC School of Government. Currently 70% of local government leaders in North Carolina are eligible to retire and our program is designed to prepare the next generation of local government leaders to build on your legacy! Check out [this video](#) to learn more about the fellowship program!

The deadline to [apply](#) is February 8, 2023 - the application takes less than ten minutes to complete. You can access the [application here](#). Thanks to the State Employees' Credit Union Foundation, AmeriCorps, and the Anonymous Trust significant subsidies are available to jurisdictions with demonstrated need. The final subsidy amount will be determined by the total applicant pool. LFNC anticipates awarding up to \$500,000 in subsidies to participating and eligible host governments. Your cost to host a full-time fellow could be as low as \$13,000. Please navigate to these links to access an [informational flyer](#), [the program's impact report](#), and a [frequently asked questions webpage](#) for you to consider. You may also consider attending an optional [zoom informational call](#) on January 24, 31, and February 7 at noon to learn more about the LFNC program and hear from current LFNC Fellows.

New for this year, we are targeting up to 12 jurisdictions for a finance-specific track. Fellows will receive training and ongoing support from UNC School of Government Faculty members Kara Millonzi and Rebecca Badgett on finance-related projects. Fellows will receive a toolkit of best practices and policies to consider implementing in finance offices. These members will also receive support as it relates to compliance with ARP funding. These Lead for NC Fellows will be trained and ready to specifically address significant needs in finance offices.

Please contact Dylan Russell at russell@sog.unc.edu if you have any questions or need additional information.

Rob Shepherd

Executive Director, NC City & County Management Association
School of Government
UNC-Chapel Hill
919.962.4252 (Office)
336.456.7151 (Cell)



Follow the School of Government: [Facebook](#) | [Twitter](#) | [Instagram](#) | [LinkedIn](#)



Board of Commissioners Agenda Report

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

MEETING DATE: February 7, 2023
PREPARED BY: Richard N. Hicks, Interim Town Manager
ISSUE Request to Utilize County/State Grant Funds
CONSIDERED:
DEPARTMENT: Administration

SUMMARY OF ISSUE:

The Town has been approved for a \$50,000 grant from Harnett County and the funds are to be utilized for capital improvements to benefit Angier's citizens. These funds were made available through a State Appropriation to Harnett County. Chief Thompson is requesting authorization to utilize these funds to assist in the construction of a training and classroom facility at the Town's firing range. A few months ago, the Town Board approved a \$91,000 budget amendment to transfer drug forfeiture funds from the General Fund into a special drug forfeiture account. If both funds are utilized, significant progress can be made on building a structure that can be further improved over time. The Chief is also negotiating with other law enforcement agencies for participation in future improvements. Chief Thompson will be at the meeting to discuss his proposal and to answer any questions the Board members might have.

FINANCIAL IMPACT:

A budget amendment would be presented to the Board at a later date to utilize these funds, once more specific cost estimates are available.

RECOMMENDATION:

Authorize use of funds for the construction of a training and classroom facility at the Town's firing range. A well-trained Police Department will benefit all of the citizens of the Town of Angier.

REQUESTED MOTION:

Motion to allow the use of the \$50,000 grant funds from Harnett County towards the construction costs of a training and classroom facility at the Town of Angier firing range.

REVIEWED BY TOWN MANAGER:

Attachments:



Board of Commissioners Agenda Report

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

MEETING DATE: February 7, 2023
PREPARED BY: Hans Kalwitz
ISSUE Budget Amendment #5
CONSIDERED:
DEPARTMENT: Finance

SUMMARY OF ISSUE:

This budget amendment pertains to the Police Department. Recently the Grants Management System (GEMS) through the Governor's Crime Commission (GCC) awarded the Town of Angier \$29,491 due to the diligent work of Chief Thompson. This grant will allow the Police Department to purchase approximately 19 handheld communication radios. Currently the communication devices are antiquated, which serve as the lifeline for all of our Police Officers as well as our community.

The quote for the radios is \$5,565 more than the grant; a nominal amount for a benefit near which no monetary value can be placed. Due to receiving ABC revenue beyond anticipation, the difference will certainly be covered.

FINANCIAL IMPACT:

This budget amendment will acknowledge grant revenue to be received from GCC GEMS as well as recognizing ABC revenue that has been received beyond anticipation. In so doing, allowable spending within the Police Department will be increased accordingly (\$35,056).

RECOMMENDATION: N/A

REQUESTED MOTION:

Motion to adopt Budget Amendment #5.

REVIEWED BY TOWN MANAGER:

This has been reviewed by the Interim Town Manager.

Attachments: Budget Amendment #5



Town of Angier

Board Approved Budget Amendment # 5

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 21st day of June, 2022 (as well as subsequent amendments) as follows:

General Fund (10 Fund)				
General Fund Revenue	Line Item	Budget	Change	Amended Budget
ABC REVENUE	10-3010-3025	110,000	↑ 5,565	115,565
POLICE GRANT	10-3010-5160	-	↑ 29,491	29,491
Total Revenue Budget		6,605,016	35,056	6,640,072
Police Department	Line Item	Budget	Change	Amended Budget
CAPITAL OUTLAY	10-5100-5000	14,000	↑ 35,056	49,056
Total Budget Expenditures for Dept 5100		1,952,695	35,056	1,987,751

Motion to adopt FY 2023 Board Approved Budget Amendment #5

Amended this the 7th day of February, 2023

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: February 7, 2023
PREPARED BY: Hans Kalwitz
ISSUE Response to the LGC
CONSIDERED:
DEPARTMENT: Finance

SUMMARY OF ISSUE:

Our FY 2022 Audit raised concern with the Local Government Commission (LGC). We submitted the audit beyond the October 31, 2023 deadline as well as a strong usage of the Fund Balance from the General Fund.

The response to LGC concerns has the Board of Commissioners, the Interim Manager, and the Finance Director sign in recognition of those areas of concerns and ways in which the surfaced matters will be hedged during the FY 2023 Audit.

Within the response, all parties understand that the audit was late, much in part, due to the implementation of a new financial software. The implementation from the legacy software to a robust software impacted the audit whereby the merging of data was time consuming.

To their other point, regarding the decrease in the Fund Balance of the General Fund, this pertained to the municipal building. The Town Board was well aware that the engineering and design costs for the proposed municipal building would be coming from Fund Balance. Regardless of this usage, the Town's Fund Balance is and will remain being above the Board adopted Fund Balance policy of 50%.

FINANCIAL IMPACT:

No financial impact.

RECOMMENDATION: N/A

REQUESTED MOTION:

Motion to submit response to the LGC regarding matters of FY 2022 Audit concerns.

REVIEWED BY TOWN MANAGER:

This has been reviewed by the Interim Town Manager.

Attachments: Response to the LGC and General Fund Balance Policy



Town of Angier

www.angier.org

Robert K. Smith
Mayor

Richard Hicks
Interim Town Manager

Veronica Hardaway
Town Clerk

2/7/2023

To whom this concerns,

During FY 2022 the Town of Angier completed the transition to a new financial software. Albeit arduous, as configuration issues surfaced, the implementation of the software was successful. A negative by-product was the impact against the FY 2022 audit process. Due to creating a new set of Chart of Accounts, more time was necessary to reconcile our Trial Balance against the auditors version of our Trial Balance.

Aside from the migration from a legacy software to a robust software, causing our FY 2022 late audit submission, another matter surfaced regarding Fund Balance appropriation. The Unassigned Fund Balance of the General Fund decreased by \$724,670; resulting in 82% of total General Fund expenditures. The crux of the decline is attributed to the Town's intention of building a new municipal complex, which has been tabled due to supply-chain issues as well as the associated increase in cost of materials. The Town Board was well aware that the engineering and design costs for the proposed municipal building would be coming from fund balance and, while forecasting took place, it was well understood that Unassigned Fund Balance would continue to remain above the adopted minimum threshold.

The Board of Commissioners along with the Finance Staff understand the necessity of maintaining a healthy Unassigned Fund Balance for the General Fund. On June 16th, 2020 a Fund Balance Policy (please see this document attached to this email) was adopted, whereby, management is under directive to ensure that Unassigned Fund Balance will not be less than 50%. Of equal importance is that of timely audit submissions. To hedge future occurrences, the finance staff will ensure a strong reciprocity with our audit firm to the extent that the FY 2023 audit will be submitted by October 31st, 2023.

Much appreciation for your time in reviewing our audit and, if questions prevail, by all means we look forward to elaborate.

Robert K. Smith (Town of Angier Mayor)

Loru Hawley (Town of Angier Commissioner)

William Alan Coats (Town of Angier Commissioner)

Jim Kazakavage (Town of Angier Commissioner)

George "Jr." Price (Town of Angier Commissioner)

Richard Hicks (Town of Angier Interim Manager)

Hans Kalwitz (Town of Angier Finance Director)

ATTEST:

Veronica Hardaway (Town of Angier Clerk)



Town of Angier

Robert K. Smith
Mayor

Gerry Vincent
Town Manager

Resolution No.: #R014-2020
Date Submitted: June 16, 2020
Date Adopted: June 16, 2020

RESOLUTION TO AMEND THE FISCAL YEAR FUND BALANCE POLICY FOR THE GENERAL FUND

WHEREAS; the North Carolina Local Government Commission recommends that Fund Balance Available (FBA) of the General Fund for appropriation should be no less than eight (8%) of General Fund Expenditures plus Transfers Out less Amounts for Debt Issued as presented in the most recent audited financial statements. Expectation is set to maintain fiscal responsibility under the Local Government Budget and Fiscal Control Act (LGBFCA); and

WHEREAS; the Town of Angier Board of Commissioners desires for the Town to maintain necessary reserve that can provide cash flow for mitigating periods of delayed, declining revenues, used for emergencies, or unforeseen expenditures. The Town desires to maintain adequate working capital and to maintain a good credit rating in order to obtain favorable financing rates on debt issuances; and

WHEREAS; the Board of Commissioners had not adopted a Fund Balance Policy for the General Fund; and

WHEREAS; the Town has elected to amend the formal Fiscal Year Balance Policy;

THEREFORE, BE IT RESOLVED; by the Board of Commissioners of the Town of Angier, North Carolina, in work session assembled this 16th day of June, 2020, as follows:

Section 1. When preparing the annual General Fund budget, the amount of appropriated fund balance should result in an anticipated ending total fund balance in the range of 70% to 85% of budgeted expenditures.

Section 2. Management is directed to maintain Unassigned Fund Balance of the General Fund as reported in the Town's Comprehensive Annual Financial Report (CAFR) of equal or greater than 50% of actual General Fund expenditures as reported in the CAFR for the year audited.

Section 3. Management is under directive to ensure the target level of Unassigned Fund Balance of the General Fund be an amount no less than 50% (projected as of June 30th for the fiscal year in question) of General Fund Expenditures plus Transfer Out less amounts for Debt Issued as presented in the most recent Comprehensive Annual Financial Report.



Town of Angier

Robert K. Smith
Mayor

Gerry Vincent
Town Manager

Section 4. Management is further directed to gauge the LGC suggested level of Fund Balance relative to the Town of Angier, thereby setting initiatives when necessary. New initiatives are applicable when the Town is faced with negative economic forecast or any other financial crisis; hence being cognizant of the notion and purpose of Unassigned Fund Balance of the General Fund to serve as short-term (spanning one or two Fiscal Years) relief. Additional initiatives are, although not limited to, funding capital needs, facilitating projects, and proactively funding pay-as-you-go (PAYGO) Capital Project Funds.

Section 5. When Unassigned Fund Balance of the General Fund percentage falls below the target level, management will establish an Appropriated to Fund Balance Expenditure line. Through this avenue a minimum of 1% of the General Fund expenditures, as reported in the Comprehensive Annual Financial Report for the prior year audited, will be applied toward reaching the targeted Unassigned Fund Balance.

Section 6. Management will be consistent stewards of the constituent dollar through future foresight and, thereby, being proactive by means of assignment or commitment of Fund Balance. Committing Fund Balance by way of establishing a resolution for Capital Reserve Funds and/or by ordinance Capital Project Funds; all of which are to have project specificity. The scenario in which Unassigned Fund Balance of the General Fund percentage exceeds this policy threshold, the aforementioned is applicable whereby the difference shall be available as a revenue source for the subsequent Fiscal Year, assigned, or committed.

Section 7. Finance Director (Finance Officer) will provide annual reports to the Town Manager, measuring financial health, seeking forecast deviations, and ascertaining appropriate action for consideration. The Finance Director/Officer shall establish and maintain all records, which are in consonance with this resolution, and the appropriate state statutes of the State of North Carolina.

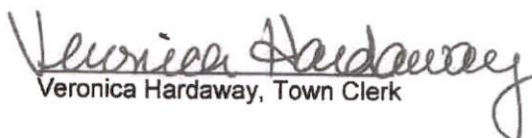
Section 8. This policy shall supercede all previously adopted fund balance policies of the Town of Angier.

Adopted by the Angier Board of Commissioners on this the 16th day of June, 2020.

ATTEST:


Robert K. Smith, Mayor




Veronica Hardaway, Town Clerk

OLD BUSINESS



Board of Commissioners Agenda Report

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

MEETING DATE: Tuesday, February 7, 2023
PREPARED BY: William Dreitzler, P.E., Town Engineer
ISSUE: Water Distribution Core System Replacement
CONSIDERED:
DEPARTMENT: Public Works

SUMMARY OF ISSUE: In 2014 the Town initiated a Preliminary Engineering Report that addressed two (2) new elevated water storage tanks and the replacement of the old core water distribution system. To date, a new elevated water storage tank has been installed and is in operation along Kennebec Church Road. The second elevated water storage tank project is in the early engineering phase. This project will replace approximately 8.2-miles of old 6-inch and 2-inch diameter water line that have experienced significant tuberculation which essentially reduces the capacity of the pipe. Staff advertised the project and received three (3) Qualification Packages: ms consultants, inc., MacCONNELL & Associates, and MBD Consulting Engineers, P.A. The selection team evaluated and scored the submittals independently with MBD Consulting Engineers yielding an average score of 90 and ms consultants yielding an average score of 88.3. Staff determined that both MBD and ms would be interviewed prior to making a final selection. Based on the interview process, staff selected MBD Consulting Engineers and began the fee agreement process.

FINANCIAL IMPACT: The MBD Consulting Engineers, P.A. fee agreement proposes a lump sum fee of \$400,000. The breakdown is \$260,000 for engineering design and \$140,000 for construction administration services, a preliminary study (tank site selection), survey, engineering design and permitting. The NCDEQ Division of Water Infrastructure provided \$4,250,000 in American Rescue Plan (ARP) funding through the State Fiscal Recovery Fund. These funds will be utilized for the MBD Agreement and any third party consultants secured for environmental and geotechnical investigations.

RECOMMENDATION: Authorize the Town Manager to execute the MBD Consulting Engineers, P.A. Fee Proposal in the amount of \$400,000.

REQUESTED MOTION: Motion to approve the MBD Consulting Engineers, P.A. Fee Proposal in the amount of \$400,000.

REVIEWED BY TOWN MANAGER:

Attachments:

- 1. MBD Consulting Engineers, P.A. Fee Proposal**
- 2. Attachment A – Request for Qualifications**
- 3. Attachment B – MBD Consulting Engineers, P.A. RFQ Submittal**
- 4. Attachment C – NC DEQ Letter of Intent to Fund**



January 18, 2023

Mr. Richard Hicks, Interim Town Manager
Town of Angier
P.O. Box 278
Angier, NC 27501

Re: Town of Angier
Scope of Engineering Services and Fee Proposal for
Water Distribution Core System Replacement

Dear Mr. Hicks:

MBD Consulting Engineers, P.A. appreciates the opportunity to provide a Scope of Work and Fee Estimate for the referenced waterline replacement project. The following paragraphs describe our understanding of the project, the project description, the scope of work for engineering services, the preliminary project budget, the term of service, and a fee proposal for the work.

Project Understanding

The Town of Angier intends to improve their water distribution system by replacing waterlines in the core of the system that have reached the end of their useful life. A water distribution system hydraulic model was completed in 2013. The model revealed excessive head losses in the system core believed to be caused by encrusted interior pipe walls of cast iron and galvanized iron waterlines. The cast iron waterlines are primarily 6" diameter and are believed to have been installed in the mid 1930's, based upon the age of the affixed fire hydrants. The galvanized mains are primarily 2" diameter.

Project Description

The "Core System Replacement" project consists of approximately 8.2 miles of existing 6" and 2" waterline replacement, 140 gate valves, 40 fire hydrants, and 370 water service reconnections. Construction will occur within existing Angier street and NCDOT roadway rights-of-way. The length of waterline replacement is split nearly equally between the 6" and 2" diameter pipes. Existing 6" cast iron waterlines will be replaced with new 6" PVC waterlines. Existing 2" galvanized waterlines will be replaced with 4" PVC waterlines. Some new ductile iron pipe will be used as well where field conditions require the use of iron pipe. Also, it may benefit fire flow capability to upsize some sections of replacement waterline from 4" to 6" and from 6" to 8". This can be explored as a bid alternate if needed.

Scope of Work for Engineering Design and Construction Administration

The scope of work for Engineering includes performing a detailed survey of the project corridors in support of design followed by producing design plans, detailed specifications and contract documents for construction and regulatory permitting.

Permitting requirements include obtaining approval of plans and specifications and an Authorization to Construct from DEQ Public Water Supply, securing a Right-of-Way encroachment agreement from NCDOT, approval of the erosion control plan from DEQ Land Quality Section, and approvals from the Army Corps of Engineers for any temporary wetland impacts.

The scope of work for Construction Administration includes preparing and coordinating the Advertisement for Bid, administering the bid opening, preparing a discussion of bids and recommendation of award for consideration by council, coordinating and attending a preconstruction conference and monthly progress meetings, and reviewing and processing contractor monthly pay requests. Administration duties also include periodic construction observation and final project closeout procedures. It is understood that the project may be comprised of multiple construction contracts, each requiring the administrative work described above.

It is anticipated that as many as four (4) community meetings will be held before and during construction in order to brief the citizens about what to expect and to answer questions. MBD will attend all meetings and participate as needed.

Project Budget

The pre-design project budget is as follows. A detailed cost opinion is attached.

TOWN OF ANGIER WATER DISTRIBUTION CORE SYSTEM REPLACEMENT	
A. Approximately 43,400 linear feet of new 6" and 4" waterline, 450 gate valves, 40 fire hydrants, 372 water services, site work, etc.	\$4,406,650
Construction Contingency (10%):	\$440,665
Surveying, Engineering Design & Permitting:	\$260,000
Construction Contract Admin. & Observation:	\$140,000
Permitting Fees:	\$2,500
TOTAL PROJECT:	\$5,249,815

Mr. Richard Hicks
Page 3
January 18, 2023

Term of Service

The project from start of design to construction completion is anticipated to take approximately 2 years and 6 months, including 1 year and 3 months for design and permitting, and 1 year and 3 months for bidding and construction.

Fee Proposal

The fee proposal for the above scope of work is based on lump sum pricing of \$400,000, which is comprised of \$260,00 for Engineering Design services and \$140,000 for Construction Administration services.

MBD Consulting Engineers, P.A. has appreciated the opportunity to provide this scope of services and fee proposal to the Town of Angier. If you concur with the scope of services, term of service, and fee proposal described above then please acknowledge acceptance below with your signature and forward me a copy of the executed page.

If you have any questions or require any additional information please give me a call.

Sincerely,
MBD CONSULTING ENGINEERS, P.A.



Charlie McGougan, P.E.

Accepted By
Richard Hicks, Town Manager

Date

Attachments: Detailed Cost Opinion

TOWN OF ANGIER

WATER DISTRIBUTION CORE SYSTEM REPLACEMENT

PRELIMINARY COST OPINION - DECEMBER 2022

WATERLINE REPLACEMENT					
	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL COST
1.	Mobilization, Bonds, and Insurance	LS			\$150,000
2.	6" SDR 21 PVC Water Main	LF	18,900	\$35.00	\$661,500
3.	6" Press. Cl. 350 D.I. Water Main	LF	2,100	\$55.00	\$115,500
4.	4" SDR 21 PVC Water Main	LF	18,450	\$28.00	\$516,600
5.	4" Press. Cl. 350 D.I. Water Main	LF	2,050	\$48.00	\$98,400
6.	4" DR HDPE Pipe Installed Under Roadway	LF	1,350	\$110.00	\$148,500
7.	12" Steel Casing Bored and Jacked w/threaded 6" RJ Pipe	LF	550	\$325.00	\$178,750
8.	Ductile Iron Fittings	LBS.	10,550	\$7.50	\$79,125
9.	6" Gate Valves	EA	85	\$2,600.00	\$221,000
10.	4" Gate Valves	EA	60	\$1,800.00	\$108,000
11.	FH Assemblies with 6" Gate Valve	EA	40	\$5,000.00	\$200,000
12.	2" Blowoff Assemblies	EA	5	\$3,000.00	\$15,000
13.	3/4" Water Services	EA	372	\$900.00	\$334,800
14.	Connections to Existing Water Mains (6")	EA	8	\$4,500.00	\$36,000
15.	Connections to Existing Water Mains (4")	EA	8	\$3,500.00	\$28,000
16.	Site Work (Asphalt and Concrete Replacement, etc.)	LF	42,850	\$30.00	\$1,285,500
17.	Select Fill	CY	2,000	\$40.00	\$80,000
18.	Erosion Control (Silt Fence and Matting)	LF	42,850	\$2.50	\$107,125
19.	Hydrostatic Testing and Sterilization	LF	42850	\$1.00	\$42,850

TOTAL CONSTRUCTION COST: \$4,406,650

CONSTRUCTION CONTINGENCIES (10%): \$440,665

SURVEYING, ENGINEERING DESIGN, & PERMITTING: \$260,000

BIDDING & CONTRACT ADMINISTRATION: \$140,000

PERMITTING FEES: \$2,500

TOTAL PROJECT COST: \$5,249,815



REQUEST FOR QUALIFICATIONS

WATER DISTRIBUTION CORE SYSTEM REPLACEMENT

REQUESTED BY:

TOWN OF ANGIER

PO BOX 278

ANGIER, NC 27501

DATE OF ISSUE: August 22, 2022

RFQ'S DUE: September 22, 2022



Request for Qualifications

WATER DISTRIBUTION CORE SYSTEM REPLACEMENT

PURPOSE OF RFQ

- The Town of Angier (the "Town" or "Owner") is soliciting submittals from qualified engineering consulting firms interested in providing professional services for the engineering design and permitting to replace approximately 8.2 miles of the old core water distribution system.
- The Town will follow a Qualifications Based Selection process as required by the N.C. General Statutes and select the most qualified firm to negotiate a contract for services. This RFQ provides complete information of the services being sought, the submittal requirements, and timeline. Copies of the RFQ and any addenda may be acquired from the Town of Angier's website: www.angier.org. Interested firms may submit a Statement of Qualifications meeting the requirements in the RFQ.

SITE DESCRIPTION

- Generally, the project area is located in what would be described as the "downtown area". A Preliminary Engineering Report was completed back in 2014 that include a Proposed Layout Map. This map is provided for reference.

SCOPE OF WORK

- Design/Location survey, engineering, permitting, bidding and construction administration for the replacement of approximately 8.2 miles of 6-inch diameter and 2-inch diameter waterline. The 2-inch waterline is to be replaced with 3-inch pipe. Based on the 2014 PER, the anticipated construction scope will include the following:
 - 21,000 linear feet of 6-inch water main.
 - 20,500 linear feet of 3-inch water main.
 - 1,900 linear feet of 6-inch and 3-inch water main casing under roadways.
 - 140 6-inch and 3-inch gate valves.
 - 40 fire hydrants.
 - 370 water service connections.
- Coordination of environmental and geotechnical investigations as may be required, production of construction plans, specifications and contract documents.
- Permitting will include, but not limited to an Authorization to Construct from DEQ, Division of Water Resources, DEQ Erosion Control Permit and NCDOT Right-of-Way Encroachment Permit. Any potential stream crossings will be accomplished using directional drilling techniques resulting in no impacts.



Request for Qualifications

- Coordinate the bidding process. Provide a bid certification and make a recommendation of award.
- Provide construction inspection and administration services. The CEI scope shall include attending regular progress meetings with the Town and Contractor, shop drawing review and approval, addressing contractor questions or requests for information, review of pay applications, part time construction observation, and preparation of the final certification required by the NCDEQ, DWR Permit.

PROJECT FUNDING

- Funding for the project is being provided through the American Rescue Plan Act (ARPA) off from the State Fiscal Recovery Fund established in S.L. 2021-180. The DWI Project Number is SRP-D-ARP-0020. Final State reimbursement must be received prior to December 31, 2026.

PROPOSAL REQUIREMENTS

To evaluate responses efficiently and equitably, qualifications responses must be submitted as identified below. Failure to submit this information may render your proposal void. Each respondent shall provide the following company information:

Section 1: Introduction: Company Profile

- Company name and business address, telephone number, email address, and website address.
- The type of company (individual, partnership, corporation, etc.) and the names of all partners, principals, etc.
- Year established. Include former company name(s) and year(s) established, if applicable.
- The name, title, address, and telephone number of the company's authorized negotiator. The person identified must be empowered to make binding commitments for the company.

Section 2: Experience

- Describe the firm's experience with similar projects.

Section 3: Description of Design-Team

- Include a list of key personnel who may be assigned to this project, their project roles, and relevant qualifications and experience.

Section 4: Project Approach

- Provide a description of the proposed approach to the project. Include a response to the preliminary scope but do not simply restate the scope. Identify key risks / challenges / concerns you anticipate and any mitigation steps to achieve successful delivery. Describe



Request for Qualifications

the team's approach to design document quality assurance and quality control. Describe the team's track record delivering projects with minimal change orders. Describe the team's level of experience with working with municipal government and past elevated water storage tank projects. Provide an outline project schedule, showing major tasks, milestones and deliverables including review meetings with the Town project team.

Section 5: Current Workload

- Provide a listing of ongoing projects (workload of the firm) and your commitment to provide adequate personnel resources to our project.

Section 6: References

- Provide at least three references for similar projects; include summary of the project, the date completed, if completed on time, original proposed cost, final cost, and entity name, point of contact, address, and verified telephone number of each to contact.

Section 7: Exceptions

- **Exceptions to the Scope of Services.** All exceptions/deviations to the required scope of services shall be documented on a separate page and submitted in this Section.
- **Litigation.** Provide pending, ongoing, or prior litigation within the last 10 years.

CONTRACT TERMS AND CONDITIONS

- Town of Angier reserves the right to award this contract in whole or in part, in the best interest of the Town and further reserves the right to accept or reject any or all submittals.
- Town of Angier reserves the right to request clarification or supplemental material if it feels necessary to make a qualified judgment to the firm's ability to perform the work.
- Town of Angier reserves the right to amend the RFQ at anytime; to modify or incorporate additional steps in the evaluation process in the interest of having a thorough and comprehensive body of information to make a selection.
- Town of Angier also reserves the right to cancel or reissue the RFQ, to reject any or all submissions, to waive any irregularities or informalities in the selection process, and to accept or reject any item or combination of items.
- The awarded firm shall not commence work under this contract until all insurance required by the Town has been submitted and approved. The firm must maintain insurance coverage for the duration of the contract period.
- This RFQ does not obligate the Town of Angier to accept or contract for any expressed or implied services.
- Town will not reimburse the firm for any of the cost involved in the preparation and submission of responses to this RFQ or in the preparation for any attendance at subsequent interviews.



Request for Qualifications

SUBMISSION OF PROPOSALS

If the submittal does not meet all requirements, it will be disqualified. Qualifications should be submitted by no later than 3:00 PM on Thursday, September 22, 2022. Submittals may be via email or hard copy. Hard copies (submit 4) shall be sent to:

Town of Angier
Attn: Town Engineer
594 Campbell Street
Angier, NC 27501

Emailed submittals and/or Questions should be directed to William (Bill) W. Dreitzler, P.E., Town Engineer at bdreitzler@dm2engineering.com. Phone: 919-818-2235

SELECTION CRITERIA

- The Town staff will review proposals based on the criteria below and make a recommendation to negotiate a tentative contract. Each RFQ response will be evaluated on their Statement of Qualifications score (100 points maximum) as determined by a qualification review process and the scoring criteria noted below:
 1. Design Team Experience and Qualifications with Similar Project (50 points)
 2. Project Understanding and Approach (30 points)
 3. RFQ Quality and Responsiveness (10 points)
 4. Reference Projects (10 points)

SEQUENCE OF ACTIVITY

- Issue RFQ Monday, August 22, 2022
- Deadline for written questions or clarifications on RFQ September 20, 2022
- Town of Angier issues any addenda prior to September 21, 2022
- Deadline for Statement of Qualifications September 22, 2022 (3:00 PM)
- Notify shortlisted for interviews (not required) October 7, 2022
- Interviews (not required) October 10-14, 2022
- Negotiations / Contract October 10-26, 2022
- Town Council Approval / Award November 1, 2022

END RFQ



TOWN OF ANGIER

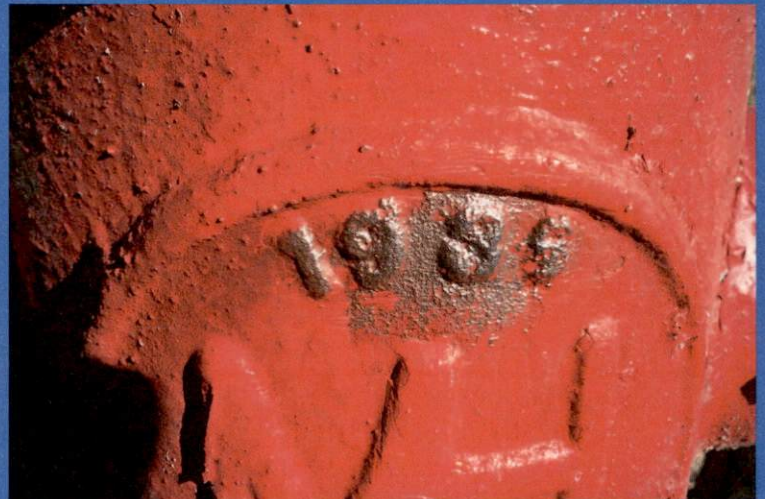


911 Norman Alley
Conway, SC 29526
Phone: 843-488-0129
Fax: 843-488-0129

760A NW Broad Street
P.O. Box 1215
Southern Pines, NC 28388
Phone: 910-915-8200

ENGINEERING SERVICES FOR WATER DISTRIBUTION CORE SYSTEM REPLACEMENT

STATEMENT OF QUALIFICATIONS



SEPTEMBER 2022

**Town of Angier
Statement of Qualifications
Engineering Services – Water Distribution Core System Replacement
MBD Consulting Engineers, P.A.**

September 22, 2022

Mr. Bill Dreitzler, P.E.
Town of Angier
55 N. Broad Street W.
Angier, NC 27501

Re: Statement of Qualifications
Engineering Services for
Water Distribution Core System Replacement

Dear Mr. Dreitzler:

MBD Consulting Engineers, P.A. (MBD) appreciates this opportunity to submit our Statement of Qualifications to provide engineering services to the Town of Angier. We have provided a detailed Statement of Qualifications that illustrates our unique qualifications to provide the requested services for the "Water Distribution Core System Replacement" Project.

MBD Consulting Engineers, P.A. is a full-service civil engineering firm. The MBD Project Team includes engineers who have spent most of their careers in the design and operation of water and wastewater distribution, collection, and treatment systems.

In this document, we present information about our company's outstanding capabilities, our level of expertise, and the similar project experience held by the members of our project team. Furthermore, we are very familiar and have ample experience working for the Town of Angier including similar recent projects involving water and sewer mains, the Wake County 250,000 elevated tank, and the Kennebec Road booster pump station project. The MBD team offers the Town of Angier the experience and engineering expertise of a large firm with the hands-on attention to detail of smaller firms. The MBD team will strive to become an extension of your staff, available how and when you need our services.

This Statement of Qualifications is intended to be fully responsive to your Request for Engineering Qualifications and we appreciate the opportunity to submit for this project. We stand ready to immediately proceed with the design services at your advisement. We believe that our team has the background and expertise necessary to serve as a true partner to the Town of Angier for this project.

Sincerely,



Charlie McGougan, P.E.
Vice President

1. Introduction: Company Profile

MBD Consulting Engineers (MBD) is a full-service civil engineering firm with two offices located in Conway, SC and Southern Pines, NC. The firm provides personalized, innovative engineering services to our clients in South and North Carolina. Our staff includes three registered Professional Engineers with over 60 years of engineering experience covering a wide spectrum of engineering projects including planning, design, permitting, and operation for water and wastewater infrastructure, streets, drainage, general aviation, and general civil engineering projects.

MBD Consulting Engineers, P.A. was originally founded in 1987 as Marziano & Miner, P.A. The name changed to Marziano & McGougan, P.A. in 2006 when Joseph McGougan and Charles McGougan joined the firm. With the retirement of Hi Marziano in January of 2014, the firm was renamed MBD Consulting Engineers, P.A. MBD Consulting Engineers is a C Corporation.

The principals of the firm are Joseph McGougan, P.E., President; and Charles McGougan, P.E., Vice President. Joseph is a registered professional engineer in the following states

North Carolina – Registration No. 13755

South Carolina – Registration No. 12335

Virginia – Registration No. 042840

Georgia – Registration No. 27208

Charles is a registered professional engineer in North Carolina. His registration number is 025942.

Charles McGougan is Vice President of MBD Consulting Engineers and as such is empowered to make contractual commitments on its behalf. His contact information is as follows:

MBD Consulting Engineers, P.A.

760-A SW Broad Street

P.O. Box 1215

Southern Pines, NC 28388

Ph: 910-915-8200

E-mail: cmcgougan@mbd-eng.com

Web Address: mbd-eng.com

Our Southern Pines office will be the point of contact for this project.

2. Similar Project Experience

Below is a brief description of the firm's experience with similar waterline extension and replacement projects. Additional project examples can be provided upon request.

Harnett Regional Water – West Central 20" Transmission Main & Booster Pump Station

Client: Harnett Regional Water

Contact: Steve Ward, Director, 910-814-3042

Status: Project Completed in 2018

Project Contract Cost: \$7,746,739

Project Final Cost: \$7,730,176

Project Description: Design, permitting and construction administration for approximately 62,000 linear feet of 20" water transmission main and a 400-HP duplex canned vertical turbine booster pump station.

City of Raeford – Palmer Street Water Main Extension

Client: City of Raeford, N.C.

Contact: Dennis Baxley, City Manager, 910-875-8161

Status: Project Completed in 2020.

Project Contract Cost: \$364,088

Project Final Cost: \$359,868

Project Description: Design, permitting and construction administration of approximately 4,500 linear feet of 12" water main along Palmer Street between N.C. Hwy. 211 and N.C. Hwy. 20 including a 200 linear foot bore and jack of 24" casing for a railroad crossing.

City of Randleman – Water System Improvements

Client: City of Randleman, N.C.

Contact: William Johnson, City Manager, 336-495-7500

Status: Construction Completed in 2022

Project Contract Cost: \$428,070

Project Final Cost: \$435,370

Project Description: Design, permitting and construction administration of approximately 3,220 linear feet of 8" and 744 linear feet of 6" water main to replace existing asbestos cement water mains in disrepair.

Town of Angier – West Lillington St. & Park St. 6" Waterline

Client: City of Randleman, N.C.

Contact: Jimmy Cook, Public Works Director, 919-639-2071

Status: Ongoing

Project Description: Design and permitting of approximately 1,150 linear feet of 6" water main to replace existing small diameter water mains along West Lillington St. and Park St.

3. Description of Design Team

This section of our Statement of Qualifications provides information on the individuals that make up the design team.

PROJECT MANAGER/ENGINEER

J. Charles McGougan, P.E.

Charlie McGougan is a professional engineer and serves as Vice President for MBD Consulting Engineers, P.A. He also serves as project manager and design engineer in our Southern Pines, North Carolina office. Charlie graduated from East Carolina University in 1983 with a B.S. in Business Administration. He has over 31 years of Civil consulting engineering experience including several years as a construction inspector. He obtained his professional license in 2000. Charlie's experience includes extensive work with municipal water and wastewater systems including planning and design of water transmission and distribution systems, water pumping systems, water storage tanks, wastewater collection and pumping systems, computer aided modeling of water and wastewater systems, and preparation of numerous reports and studies. Charlie will coordinate the activities of the project team including sub-consultants (as required) and will be involved in all aspects of the project with attention to design and permitting. His current workload will allow him to coordinate the initial design phase of the project without disruption.

ENGINEER/QUALITY CONTROL

Joseph W. McGougan, P.E.

Joseph McGougan is a Professional Engineer and serves as President of MBD Consulting Engineers, P.A. He is located in our Conway, South Carolina office. In addition to his duties as a principal in MBD Consulting Engineers, P.A. Mr. McGougan serves as a project manager/designer on water and wastewater treatment projects. A graduate of North Carolina State University, Mr. McGougan has over 39 years of Civil consulting engineering experience, obtaining his professional license in 1987. Mr. McGougan has extensive experience with water and wastewater infrastructure including the design of large-scale water treatment plants and wastewater treatment plants, design of water distribution systems including elevated tanks, design of well treatment facilities, and water and sewer master plans. Water Treatment Plant experience includes the evaluation and utilization of innovative technologies including SuperPulsator, Inclined Plate Settling, Dissolved Air Flotation, Submerged Micro and Ultra Membrane Filtration, Pressure Micro Membrane Filtration, Reverse Osmosis, UV Disinfection and the use of Chlorine Dioxide.

PROJECT DESIGNER/DRAFTSMAN

Adrian Rhea

Adrian Rhea is a Designer in our Conway, South Carolina office. She has 14 years of experience in the design of water and wastewater systems. She is a 2002 graduate of ITT Technical Institute and holds an A.S. in Computer Aided Drafting and Design. She has been the designer and has worked directly with Joe and Charlie McGougan on the majority of their water and wastewater projects since 2002. Adrian will be available as needed to provide drafting in support of this project.

CONSTRUCTION MANAGER/INSPECTOR

Troy Conner

Troy Conner will provide coordination and construction observation for the construction services phase of the project. Troy provides resident observation and construction management for MBD projects including water and sewer treatment plants, water lines, force mains, elevated tanks, and pump stations. Troy's construction management background also includes commercial and industrial building projects. Troy studied commercial and industrial construction at Western Carolina University where he obtained B.A. in Construction Management and Business Administration in 2007. Troy is 10-hour OSHA certified. Troy will be available to provide inspection services for this project.

4. Project Approach

This section of our Statement of Qualifications provides a detailed description of our Project Approach.

Scope of Work for Design – Project Challenges

The Scope of Work described in the RFQ provides a thorough outline of the requirements for producing bid documents and providing construction contract administration for a waterline replacement project. A waterline replacement project in an older residential area, poses several challenges throughout the surveying, design, and construction phases, summarized as follows:

Surveying: The project area consists of existing street corridors with water, sewer, gas, power, and communication underground pipelines and cables. The challenge during the surveying phase will be in locating the visible appurtenances of the underground utilities along with the site features (streets, driveways, trees, shrubbery, etc.) in a thorough and timely fashion.

Design: Waterline replacement plan and profile drawings in a residential/commercial area will be very dense with respect to the amount of detail that must be shown to satisfy both regulatory review and construction document standards. The challenge will be to produce an accurate set of drawings that avoids horizontal and vertical conflicts during construction, that would slow down production.

Construction: There will be many challenges during construction including maintaining good relations with the residents, maintenance of road and driveway open cuts until patching is completed, working with the Town to minimize the time for any necessary utility outages, leaving the construction site in good order at the end of each day or week, and working with the Engineer and Owner to resolve the unknowns that inevitably occur on a project of this nature.

Quality Control / Track Record / Municipal Experience

Once the design parameters are established MBD will begin producing plans and specifications. Quality control will be maintained by a series of reviews of plans and specifications by Joe McGougan. These reviews will occur during the establishment of the conceptual design (10%), schematic design (35%), design development (60%), pre-final design (90%), and Final Design (100%).

MBD has a proven track record of delivering waterline replacement and extension projects with minimal change orders. As can be seen in the "Similar Project Experience" section of the SOQ above, MBD has extensive experience with waterline projects for local governments including towns, counties, and authorities. All of the projects listed were completed with either no increase in cost or minimal increase in cost.

Project Schedule Outline

The following is a preliminary project schedule based on milestones. Days between highlighted milestones and total cumulative days are indicated.

<u>Phase I – Engineering Design</u>	<u>Days</u>	<u>Cumulative Days</u>
A. Preliminary Design Services		
B. <u>Basis of Design Meeting with Town Project Team</u>	30	
C. Field Survey		
D. Produce Project Plans & Specifications		
E. <u>Plan Review Meeting with Town Project Team</u>	270	300
F. Submit Packages for Regulatory Approval		
G. Produce Construction Documents		
H. Produce Final Cost Estimate		
I. <u>Final Design Review Meeting with Project Team</u>	60	360
J. <u>Bid Solicitation and Award</u>	45	405
<u>Phase II – Construction Administration & Observation</u>		
K. <u>Contract Execution & Notice to Proceed</u>	30	435
L. Submittal and Shop Drawings Review		
M. <u>Pre-Construction Conference</u>	20	455
N. Construction Observation		
O. Final Inspection & Record Drawings		
P. <u>Startup and Warranty Period</u>	365	820

The cumulative project time for design and construction is estimated at approximately 2 years and 3 months.

5. Current Workload

MBD presently enjoys a sustainable workload for the near term. The current list of construction projects under contract for our Southern Pines Office is found below including a brief description of status.

- Town of Angier, Dora Street Tank Replacement – Project is currently in the study phase. Work remaining consists of design, permitting, construction contract administration, and part-time inspection. Project completion is anticipated in 2024.
- Handy Sanitary District, Repaint Water Storage Tanks – This project consists of repainting the interior and exterior of two (2) steel water storage tanks. The project is currently in the design and permitting stage.
- City of Randleman, WWTP Improvements – The project consists of a new tertiary filter and operations building for the Randleman wastewater treatment plant. The project is currently awaiting approval to advertise for bid from the Division of Water Infrastructure.
- Franklin County, Water Main connection to Wake County – The project consists of a new “Booster Pump Station”, onsite GAC water treatment system, and associated yard piping. The project is scheduled for completion in August of 2022.
- City of Raeford, Hwy. 401 12” Transmission Main – The project is currently in design. Project completion is slated for summer of 2023.

MBD has the resources and expertise available to commit to the Town’s “Water Distribution Core System Replacement” project, so that the project is designed and constructed in a timely fashion.

6. References

MBD is pleased to present the following list of references for similar projects. We would recommend that the Town of Angier review our qualifications with these clients. Examples of completed projects with these clients can be found in Section 2 of the Statement of Qualifications. This information includes the originally contracted and final contract prices. All of these projects attained substantial completion within the contract times.

Harnett Regional Water
Contact: Mr. Steve Ward, Director
Phone: 910-814-3042
Email: sward@harnett.org

Grand Strand Water & Sewer Authority
Contact: Ms. Christy Everett, P.E.
Phone: 843-443-8221
Email: ceverett@gswsa.com

Davidson Water, Inc.
Contact: Mr. Ron Sink, General Manager
Phone: 336-731-2341
Email: rsink@davidsongwater.com

7. Exceptions

Exceptions to the Scope of Services: No exceptions taken

Litigation in Last 10 years : In 2014 MBD contested litigation from a Contractor for a sewer collection system improvement project in Harnett County. The litigation was related to construction management issues and was resolved through mediation.

ADDITIONAL INFORMATION

In accordance with North Carolina General Statutes, no project specific pricing is provided with this Statement of Qualifications. However, our firm's hourly fee schedule and insurance information is offered below.

Hourly rates include Overhead and Profit.

Principal/Project Manager	\$175.00/hr.
Senior Engineer	\$150.00/hr.
Project Engineer	\$110.00/hr.
Senior Designer	\$100.00/hr.
Operations Specialist	\$90.00/hr.
Construction Manager/Inspector	\$90.00/hr.
Designer	\$90.00/hr.
Administrator II	\$80.00/hr.
Administrator	\$50.00/hr.

MBD Consulting Engineers, P.A. maintains both professional and general liability insurance as follows:

Professional Liability Insurance

Carrier: Admiral Insurance Company

Amount: \$2,000,000.00

General Liability Insurance

Carrier: Hartford Underwriters Insurance Co.

Amount: \$500,000.00 each occurrence

\$1,000,000.00 umbrella coverage

Certificates of Insurance are available upon request.

MBD Consulting Engineers, P.A. appreciates the opportunity to provide the Town of Angier with this Statement of Qualifications. We are available to discuss the project in detail at the convenience of the Town of Angier.

ROY COOPER

Governor

ELIZABETH S. BISER

Secretary

SHADI ESKAF

Director



NORTH CAROLINA
Environmental Quality

March 24, 2022

Gerald D. Vincent, Town Manager
Town of Angier
PO Box 278
Angier NC 27501-0278

Subject: Letter of Intent to Fund
Water Distribution Core System
Replacement, and
Junny Road 500,000 Gallon Elevated
Water Storage Tank
American Rescue Plan-Earmark
Project No.: SRP-D-ARP-0020

Dear Mr. Vincent:

This letter supersedes the letter dated March 11, 2022. The Division of Water Infrastructure has reviewed your *Request for Funding*, and determined your project is eligible to receive American Rescue Plan (ARP) funding from the State Fiscal Recovery Fund established in S.L. 2021-180. Projects funded from the State Fiscal Recovery Fund must meet applicable federal law and guidance for the ARP funds. The ARP Project Grant will be one hundred percent of eligible project costs up to a maximum of \$6,706,250.

The total amount of American Rescue Plan-Earmark funding for the following projects will not exceed \$10,000,000:

Project Name	Budgeted Amount
1.25 MG Wastewater Treatment Capacity Upgrade-North Harnett Regional Wastewater Treatment Plant	\$3,293,750
Water Distribution Core System Replacement	\$4,250,000
Junny Road 500,000 Gallon Elevated Water Storage Tank	\$2,456,250
Sum (not to exceed)	\$10,000,000



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

The first milestone is the submittal of a Bid and Design Package by August 1, 2022. Please note that this intent to fund is contingent on meeting **all** of the following milestones:

<u>Milestone</u>	<u>Date</u>
Apply for all Necessary Permits*	ASAP
Bid and Design Package Submittal (obtain all permits)	August 1, 2022
Bid and Design Package Approval	December 1, 2022
Advertise Project, Receive Bids, Submit Bid Information, and Receive Authority To Award	April 3, 2023
Execute Construction Contract(s)	May 1, 2023
Receive last reimbursement - Statutory	December 31, 2026

*An engineering alternatives analysis (EAA) may be required on certain projects. See: <https://deq.nc.gov/about/divisions/water-resources/water-quality-permitting/npdes-wastewater/permitting-process>

Failure to meet any milestone may result in the forfeiture of funding for the proposed project.

Note that the Division will make no reimbursements of ARP funds after December 31, 2026

The State Environmental Policy Act exempts projects funded by the State Reserve (such as this project) from state-mandated environmental review. Federal requirements may still apply. [NCGS 113A-12(2)h.]

Upon detailed review of the project during the funding process, it may be determined that portions of your project are not eligible for funding.

US Treasury Requirements

Projects with an expected total cost of ten million dollars or more must meet US Treasury requirements for prevailing wage rates, project labor agreements, and related requirements. Recipients can either *certify* meeting the requirements or provide *plans* and *reports* as the [SLFRF Compliance and Reporting Guidance \(treasury.gov\)](#) specifies.

Gerald D. Vincent, Town Manager
March 24, 2022
Page 3 of 3

If you have any questions, please contact Eric Karis, by phone at (919) 707-9052 or by email at eric.karis@ncdenr.gov.

Sincerely,



Jon Risgaard, Chief
State Revolving Fund Section

CC: William W. Dreitzler, PE, DM2 Engineering, PLLC, Wilmington
Ken Pohlig, PE (DWI, via email)
Eric Karis (DWI, via email)
Mark Hubbard, PE (DWI, via email)
ARP Project File (**COM_LOIF**)



Board of Commissioners Agenda Report

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

MEETING DATE: Tuesday, February 7, 2023
PREPARED BY: William Dreitzler, P.E., Town Engineer
ISSUE: South Broad Street Culvert Replacement Project
CONSIDERED:
DEPARTMENT: Public Works

SUMMARY OF ISSUE: The southwest quadrant of the Town has historically observed significant flooding during major rain events. It is an issue that has been tracked for years; however, understanding the topographic challenges, it was recognized that any beneficial fix would require an extensive capital investment. To better quantify the cost of mitigation and potential mitigation projects, the Town secured Gradient Land Water Innovation to provide a hydraulic analysis of the subject drainage basin, make mitigation recommendations and provide an initial opinion of cost. The Study was completed in March 2022. Three mitigation measures were recommended with a total opinion of cost being \$3,295,047. Stormwater improvements within a drainage basin must begin at the most downstream location. Therefore, MM#3 (South Broad Street Culvert Replacement Project) is recommended as the initial mitigation measure. Staff advertised a Request for Qualifications and received only 1 submittal package. The submittal was from Gradient and they were selected. Staff confirmed with the State Division of Water Infrastructure that within the qualification selection process, we could proceed with only 1 submittal.

FINANCIAL IMPACT: The Gradient Land Water Innovation fee agreement proposes a lump sum fee of \$79,515. A detailed breakdown of the fee is included within the fee proposal. The NCDEQ Division of Water Infrastructure provided \$400,000 in American Rescue Plan (ARP) funding through the State Fiscal Recovery Fund. These funds will be utilized for the Gradient Agreement and any third party consultants secured for environmental and geotechnical investigations. The balance of cost for the project (over the \$400,000) will be provided using General Funds. The Board previously committed \$400,000 in General Funds to be used for this project.

RECOMMENDATION: Authorize the Town Manager to execute the Gradient Land Water Innovation Fee Proposal in the amount of \$76,515.

REQUESTED MOTION: Motion to approve the Gradient Land Water Innovation Fee Proposal in the amount of \$76,515.

REVIEWED BY TOWN MANAGER:

Attachments:

- 1. Gradient Land Water Innovation Fee Proposal**
- 2. Attachment A – Request for Qualifications**
- 3. Attachment B – Gradient RFQ Submittal**
- 4. Attachment C – NC DEQ Letter of Intent to Fund**



Scope of Work
South Broad Street Culvert Replacement
Cary, NC

PROJECT DESCRIPTION

This Scope of Work outlines the professional surveying and engineering services to be provided to the Town of Angier (Town) for the project to be called *South Broad Street Culvert Replacement*. The purpose of the project is to replace and improve two pipe/culvert crossings at the intersection of South Broad Street East and Hidden Acres Estates. The two existing crossings are double 48-inch pipes which will be replaced with box culverts at both locations. The scope of the project includes:

- Survey and SUE services
- Culvert and utility design services
- Construction drawings and bid package development
- Assistance during construction

The Gradient team will include three sub-consultants to be used as needed to provide data collection. GEL Solutions will be used for field survey and subsurface utility engineering (SUE) services; services will include obtaining finished floor and other critical structure/component elevations, relevant storm pipe and system detail, utility locations, topographic surveys, as well as representative channel cross-sections. Building and Earth Sciences will be used for geotechnical services, to assess the subsurface soil conditions. Inver Consulting will be used to identify any potential wetlands and assist with permitting for any proposed impacts.

PROPOSED SCOPE OF WORK

Gradient, PLLC (Professional) will provide design development; preparation of construction contract documents; assistance with bidding and construction contract award services; and assistance during construction as outlined below. The proposed scope of work has been prepared in general accordance with the engineering standard of practice and discussion of the project with the Town and consists of the following basic services:

1. Design Development

1.1 Site Visit and Kick Off Meeting

Professional will attend a site visit with representatives of the Town to walk the site and to observe the proposed working area. The visit will occur after the preliminary development of the construction drawings and prior to finalizing the plans.

1.2 Conventional Survey Services

GEL Solutions will provide topographic survey services to assist with the overall project scope. GEL will establish XYZ control via GPS and create a localized point along with secondary control through the project limits. Approximately (1) benchmark will be set within the project limits. The following items will be located in the field to complete the final deliverables.

- Approximately (6) Sanitary Sewer Structures to include size, type, and inverts
- Approximately (5) Storm Water Cross Pipes to include size, type, and inverts
- Locate property along the project limits (further defined in Attachment III)
- Pavement within the project limits
- Finished floor elevation (FFE) of adjacent structures as needed
- Hydrographic features throughout the project limits and further defined during the field scoping meeting
- Existing topside planimetric features including, but not limited to
 - Signs, Poles, Guy Wires, Utility Structures, Fences, etc.
 - Top of valve nut elevations including, but not limited to water, sewer, and gas valves
 - Horizontal SUE paint markings associated with Task 1
 - Aerial utility connectivity within the project limits

1.2.1 Easement Exhibit Maps

Survey easement services will be provided through a subconsultant, GEL. GEL will conduct limited boundary surveys and produce map exhibits for the upstream and downstream tie-in locations for the proposed culvert replacements. The exhibits will be delivered to the Town and will include easement map exhibits (on 8.5X11 or 11X17 sized pages), title searches for the preparation of temporary construction and permanent drainage easements, and deed metes and bounds descriptions on up to 4 parcels of land.

1.2.2 Property Owner Notification

Professional will develop a list of properties that may require access during the survey services. The Town will notify the property owners and provide notice prior to commencement of survey services. Property notification services are not included in this scope.

1.2.3 Basemap

The Surveyor (GEL) will update the survey data and basemapping in electronic format, including a surface file for the topographic surveyed areas. The basemap will be used in developing the design and construction drawings.

1.3 Subsurface Utility Engineering (SUE) Quality Level D-B Survey

Upon receiving notice-to-proceed, GEL will collect all available records of existing utilities within the project limits. GEL will then employ non-intrusive geophysical technologies to designate the existence and determine horizontal positions of all non-gravity utilities within survey limits. A combination of EM equipment and GPR equipment will be used to designate the targeted utilities in accordance with the APWA Uniform Color Code scheme. All paint markings and structures will be horizontally located during Task 1.2 to include in the final MicroStation. dgn deliverable.

1.4 Subsurface Utility Engineering (SUE) Quality Level A Test Holes

Upon completion of Task 1.3, GEL will complete test holes identified by Professional after review of the deliverable from Task 1. For estimation purposes a total of (4) test holes are expected to be completed. GEL will employ non-intrusive geophysical technologies to designate the existence and determine horizontal positions of the

targeted utilities described to be in conflict to properly lay out each test hole location. "Vacuum Excavation Reports" will be generated for each test hole completed and be included in the final SUE deliverable.

- Provide all equipment, personnel, and supplies necessary for the completion of the test holes. The exact locations of the test holes will be determined by GEL and the Professional based on the actual utility conflicts found during Task 1.
- Excavate test holes to expose the utility to be measured in such a manner that ensures the safety of excavation and the integrity of the utility to be measured. In performing such excavations, GEL Engineering shall comply with all applicable utility damage prevention laws. GEL Engineering shall schedule and coordinate with the utility companies and their inspectors, as required, so they may be present during the excavation of their facilities.
- Provide notification and information concerning: (a) the outside diameter of the utility and configuration of non-encased, multi-conduit systems; (b) the utility structure material composition, when reasonably ascertainable; (c) the type of surface material; (d) the general soil type and site conditions; and (e) such other pertinent information as is reasonably ascertainable from each test hole site.
- Measure and record distance to top of utility, and place a pk, hub/tack, chiseled x, nail, and/or disk over the utility to allow for survey of each test hole.
- Provide permanent restoration of pavement using cold patch asphalt within the limits of the original cut and spoils to be used as fill. When test holes are excavated in areas other than roadway pavement, these disturbed areas shall be restored as nearly as possible to the condition that existed prior to the excavation. Additional restoration efforts will be billed at cost plus 15%.
- We assume that no contaminated soils will be present which would require special equipment decontamination and/or off-site disposal of materials. Spoils will be used for test hole backfill and will be compacted by tamping prior to any surface repair.

Survey and SUE Deliverables:

- *2D and 3D Microstation dgn in accordance with NCDOT mapping standard*
- *TIN and corresponding GPK files*
- *Signed and sealed .pdf of the completed survey*
- *Signed and sealed reports of all test holes completed during Task 1.4*

1.5 Geotechnical Services

The purpose of the geotechnical investigation will to be determine soil types at the site that could be expected during construction. The services include:

1.5.1 Coordination and Field Exploration

- **Coordination and Scheduling:** Professional will coordinate this work with the Town regarding access to the site.
- **Utility Clearances:** As identified in Task 1.3 and Task 1.4 above.
- **Drilling and Sampling:** Perform a total of two (2) soil test borings. One boring will be advanced to a depth of 15 feet, and the other will be advanced to a depth of 20 feet, below the ground surface.

- Groundwater: After drilling the hollow stem auger borings, we will measure the groundwater level at the end of the day. After retrieving the measurement, we will backfill the borehole(s) with soil cuttings.

1.5.2 Laboratory Testing

- Laboratory testing is geared towards identifying the materials that should be expected during construction.
- The quantity and nature of the laboratory tests performed will vary depending upon the type of soils encountered. Based on the drilling scope and requested geotechnical evaluations, we anticipate performing the following laboratory tests:

Laboratory Test	ASTM	Number of Tests
Atterberg Limits	D4318	2
Gradation Analysis	D6913	2
Natural Moisture Content	D2216	13

1.5.3 Engineering Analysis and Reporting

Perform engineering analysis for shallow foundations. Findings will be sent in an electronic report, which will include, but not necessarily be limited to, the following information:

- Summary of existing surface conditions.
- A description of the subsurface conditions encountered at the boring locations.
- Site preparation considerations including material types to be expected during grading as well as recommendations regarding handling and treatment of unsuitable soils, if encountered.
- Compaction requirements and recommended criteria to establish suitable surfaces for structural backfill.
- Boring logs detailing the materials encountered with soil classifications, penetration values, and groundwater levels (if measured).
- Presentation of laboratory test results.
- Plans and maps showing the location of the project and our onsite work.

1.6 Preliminary H & H

The hydraulics and hydrology for the project will be obtained from the existing Southwest Angier Drainage Study PCSWMM model. The PCSWMM model will be updated using the surveyed topographic data and the final design culvert configuration. Once the design concept is established, the 25- and 100-year, 24-hour event will be analyzed to estimate flooding conditions.

Deliverables:

- Preliminary design concept plan

2. Design Development

2.1 Preliminary Plan & Profiles

Professional will use the design concept from the previous Task 1.6 to develop preliminary construction drawings. The preliminary construction drawings, considered to be 30% complete, will include a title sheet, existing conditions sheet (with project survey control), plan and profile sheet, and pertinent project details. The Town will review, provide comments, and give approval to proceed with the 60% design submittal. Professional will also develop a preliminary Opinion of Probable Construction Cost based on the preliminary drawings and unit costs from other, similar projects.

Deliverable:

- *Preliminary 30% construction drawings with Preliminary Opinion of Probable Construction Cost*

2.2 Progress Design and Submittals 60% and 90%

Professional will incorporate comments from the preliminary plan submittal to prepare 60% design construction drawings. The 60% design drawings will build on the 30% design preliminary plans by including project details, preliminary utility relocation plans, preliminary traffic control plan/concept, erosion control concept/procedures, and preliminary easement locations. The 60% design submittal will include one (1) progress meeting with Town.

Professional will incorporate comments from the 60% design submittal to prepare 90% design construction drawings. The 90% design drawings will build on the 60% design plans by including general notes and a construction sequence, materials and quantities sheet, utility relocation details, sediment and erosion control plan, and traffic control plan. The 90% design submittal will include a tabulation of bid quantities, an opinion of probable construction cost, a general outline of the technical specifications, and preliminary easement plats. The 90% design submittal will include one (1) progress meeting with Town.

Deliverable:

- *Preliminary 60% construction drawings with Preliminary Opinion of Probable Construction Cost*
- *Preliminary 90% construction drawings with Preliminary Opinion of Probable Construction Cost*

3. Construction Contract Documents and Permitting

3.1 Develop Project Manual

Professional will develop the final project manual using front-end and technical specifications from other sources, to be approved by the Town. This includes preparation of the bid tabulation and quantities, as well as editing the pertinent front-end sections and the project specific technical specifications.

3.2 Permits

This scope does not include utility permit services, but does include the Town's review, comments, and approval for water and gravity sewer relocation designs.

Biological permitting services will be performed by Inver Consulting and includes the following:

- Wetland/stream delineation: Identify and characterize potential Clean Water Act resources within the project area according to current methodologies. Establish Ordinary High-Water Mark along stream channels. Perform NC Stream Assessment Method to document stream functions.
- Coordinate with surveyor on PLS location of stream banks and wetland flagging (if required).
- Discuss design after delineation to ensure compliance with Nationwide Permit.
- Prepare an electronic Pre-Construction Notification for submittal to the USACE and NCDWR, including:
 - PCN Form
 - Species database review
 - Historic resources database review
 - Delineation information
 - Stream functional assessment
 - Mitigation proposal or justification

Items not included:

- *No Jurisdictional Determination will be requested from the USACE due to agency workload. Delineation information will be included in the e-PCN*
- *Design will comply with Nationwide Permit & General Certification conditions and will be Allowable under the Buffer Rules. No Individual Permit or Buffer Variance required.*
- *Permit fees to be paid by others if required.*
- *No compensatory mitigation will be required, or if required will be provided by the Town via in-lieu-fee or mitigation bank payment.*

3.3 Final Construction Documents

Professional will incorporate previous comments to finalize the 100% Design construction drawings and project manual documents. The final construction documents shall be signed, sealed, and prepared for bid advertisement.

3.4 Utility Coordination

Professional will assist during the utility coordination process by answering questions and providing project drawings. Town will coordinate with utility companies having existing utilities within the project area such as electric, cable, telephone and gas and will submit drawings to the various utility providers for review as required. If relocations are required, Town will coordinate the relocation process with the affected utility providers. Proposed relocations, as proposed by the utility companies and approved by the Town, will be indicated on the final drawings.

4. Bidding and Construction Contract Award

4.1 Bid Advertisement

The Town will develop a bid advertisement and will post the advertisement. As part of this task the Professional will assist the Town during the bid process by helping to address bidder's questions, and the Professional may attend one pre-bid meeting.

4.2 Distribute Bid Documents

Professional shall prepare and package the construction drawings and bid documents in pdf format so they can be viewed electronically and/or be printed by the Town for distribution. Town will be responsible for the distribution of the bid documents.

4.3 Bid Opening

The Town will receive the project bids and conduct the bid opening process. The Professional will assist the Town in reviewing the bid submittals and will draft a recommendation of award letter to the Town.

4.4 Execution of Construction Contract

The Town will work with the selected construction contractor to implement the construction contract execution. Professional will assist the Town in this process by answering questions.

5. Construction Administration

5.1 Preconstruction Meeting

Professional will attend one (1) preconstruction meeting with the Town and construction contractor.

5.2 Construction Administration

The Town will assign a project representative and/or inspector responsible for the construction administration and observation and will be the primary contact for the construction contractor. The Professional will assist the Town representative by periodically visiting the site, addressing design questions during construction, and reviewing project submittals as requested. The construction administration estimated time is based on one (1), four (4) hour visit per week for a 120-day construction time (68 total hours).

5.3 Shop Drawing Review

The Professional will review shop drawings submitted by the contractor and provide documentation to the Town regarding this review. Final review and approval of shop drawings will be the responsibility of the Town.

5.4 Pay Apps

The Professional will assist the Town by answering questions from the Town representative on the interpretation and verification of the contractor's requests for payment. The Town will be responsible for verifying quantities during construction.

5.5 Change Orders

The Professional will assist the Town by reviewing and making recommendations about change order requests that may be submitted by the construction contractor. The Town will be responsible for final approval and execution of change orders.

5.6 Final Inspection

The Professional will participate with the Town in the final inspection and final project walk-through. The Professional will assist the Town by providing comments and recommendations about final "punch-list" items and approvals.

5.7 Prepare "As-Built" Drawings and Certifications

Record drawings, as-built surveys, and final certifications are not included in this scope.

COMPENSATION

Compensation for engineering services and reimbursable expenses shall be based on the following fixed fees. These fees will be invoiced monthly based on our estimation of the percentage complete on each task.

Task	Fee
1.1 Site Visit and Kickoff Meeting	\$ 975
1.2 Conventional Survey Services	\$ 5,960
1.2.1 Easement Exhibit Maps	\$ 6,600
1.3 SUE Quality Level D-B Survey	\$ 3,220
1.4 SUE Quality Level A Test Holes	\$ 5,800
1.5 Geotechnical Services	\$ 4,950
1.6 Preliminary H&H	\$ 930
2.1 Preliminary Plan & Profiles	\$ 5,710
2.2 Design and Submittals 60% and 90%	\$ 12,260
3.1 Develop Project Manual	\$ 6,120
3.2 Permits - Environmental	\$ 4,000
3.3 Final Construction Documents	\$ 10,390
3.4 Utility Coordination	\$ 1,300
4 Bidding (Pre-bid Meeting)	\$ 975
5. Pre-Construction Meeting	\$ 975
5. Assistance During Construction	\$ 9,200
Expenses	\$ 150
Total	\$ 79,515

SCHEDULE

The schedule assumes a notice-to-proceed of December 12, 2022. The final schedule will change according to the actual notice-to-proceed and start date.

Tasks	Task Lead	Start	End	Duration (Days)	% Complete	Working Days	12 - Dec - 22	19 - Dec - 22	26 - Dec - 22	02 - Jan - 23	09 - Jan - 23	16 - Jan - 23	23 - Jan - 23	30 - Jan - 23	06 - Feb - 23	13 - Feb - 23	20 - Feb - 23	27 - Feb - 23	06 - Mar - 23	13 - Mar - 23	20 - Mar - 23	27 - Mar - 23	03 - Apr - 23	10 - Apr - 23	17 - Apr - 23	24 - Apr - 23
Task	Grdnt	12/12/22	10/22/23	314	0%	225																				
Survey and SUE Services		12/12/22	1/20/23	40	0%	30																				
Preliminary Plans		1/20/23	2/17/23	29	0%	21																				
Final Construction Documents		2/17/23	4/28/23	71	0%	51																				
Bid and Contract Process		4/28/23	6/26/23	60	0%	42																				
Assistance During Construction		6/26/23	10/23/23	120	0%	86																				

This proposal is valid for 30 days from the date of the proposal. If the proposal is not accepted within 30 days, we reserve the right to revise or withdraw the proposal entirely at our discretion. Please confirm your acceptance of this proposal by signing one copy and returning it to our office. Our receipt of the executed copy of this proposal will serve as our Notice to Proceed and contract to perform the work described herein. This Agreement is subject to the Gradient Standard Terms and Conditions which are incorporated herein by reference (Attachment-A).

AUTHORIZATION TO PROCEED

Proposal for Surveying & Civil Engineering Services

Town of Angier

South Broad Street and Hidden Acres Estates Culvert Replacement

I/We agree and accept Gradient's proposal to provide the above described services. We understand the Scope of Services as provided herein and agree to the fees estimated for these services. We further acknowledge that Gradient will provide a proposal for any change in the Scope of Services described herein and that a signed agreement to provide those additional services will be executed prior to any work being performed.

Printed Name

Title

Billing and Payment. Invoices will be submitted by Gradient, PLLC (the "Consultant") to the Client periodically for services performed and expenses incurred in accordance with this Agreement. Payment of each such invoice will be due upon receipt and considered past due if not paid within thirty (30) days of the date of the invoice. Any retainers shall be credited on the final invoice.

a) **Interest.** A service charge will be added to delinquent accounts at 18 percent per annum (1.5 percent per month).

b) **Suspension of Services.** If the Client fails to make any payment due the Consultant for services and expenses within thirty (30) days of the invoice date on the project(s) covered by this agreement or any other project(s) being performed by Consultant for Client, the Consultant may suspend services under this Agreement until it has been paid in full for all past due amounts owed by Client for services and expenses. The Consultant shall have no liability whatsoever to the Client for any costs or damages occurring as a result of such suspension caused by any such breach of this Agreement by Client.

c) **Collection Costs.** In the event legal action is necessary to enforce the payment provisions of this Agreement, the Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Consultant in connection therewith and, in addition, the reasonable value of the Consultant's time and expenses spent in connection with such collection action, computed at the Consultant's prevailing fee schedule and expense policies.

d) **Termination Of Services.** The failure of the Client to make payment to the Consultant in accordance with the payment terms set forth herein shall constitute a material breach of this Agreement and shall entitle the Consultant, at its option, to terminate the Agreement. Any material breach of this Agreement by the Client shall, at the Consultant's option and in its sole discretion, constitute a breach of and default under any and/or all other agreements between the Client and Consultant.

Confidentiality. The Consultant agrees to keep confidential and not to disclose to any person or entity, other than the Consultant's employees, sub-consultants and the general contractor and subcontractors, if appropriate, any data and information not previously known to and generated by the Consultant or furnished to the Consultant and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Consultant to defend itself from any suit or claim.

The Client agrees that the technical methods, techniques and pricing information contained in any proposal submitted by the Consultant pertaining to this project or in this Agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of the Consultant.

Consequential Damages. Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of the fault or whether it was committed by the Client or the Consultant, their employees, agents, sub-consultants or subcontractors. Consequential damages include, but are not limited to, loss of use and lost profit.

Non-Contingency. The Client acknowledges and agrees that the payment for services rendered and expenses incurred by the Consultant pursuant to this Agreement is not subject to any contingency unless the same is expressly set forth in this Agreement. Payments to the Consultant shall not be withheld, postponed or made contingent on the financing, construction, completion or success of the

project or upon receipt by the Client of offsetting reimbursement or credit from other parties causing Additional Services or expenses. No withholdings, deductions or offsets shall be made from the Consultant's compensation for any reason.

Opinions of Cost.

(a) Because the Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, are estimates only and shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional Consultant, familiar with the construction industry; but the Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost prepared by it and the Consultant shall have no liability whatsoever if the actual cost differs from the Consultants estimate. If at any time the Client wishes greater assurance as to the amount of any cost, Client shall employ an independent cost estimator to make such determination. Consulting services required to bring costs within any limitation established by the Client will be paid for as additional services hereunder by the Client.

Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the Consultant shall provide a final statement of charges due and will be paid for all services rendered to the date of termination, all expenses subject to reimbursement hereunder, and other reasonable expenses incurred by the Consultant as a result of such termination. In the event the Consultant's compensation under this Agreement is a fixed fee, upon such termination the amount payable to the Consultant for services rendered will be determined using a proportional amount of the total fee based on a ratio of the amount of the work done, as reasonably determined by the Consultant, to the total amount of work which was to have been performed, less prior partial payments, if any, which have been made.

Reuse of Documents. All documents, including but not limited to drawings and specifications, prepared by the Consultant pursuant to this Agreement are related exclusively to the services described herein. They are not intended or represented to be suitable for reuse by the Client or others on extensions of this project or on any other project. Any reuse without written verification or adaptation by the Consultant for specific purposes intended will be at the Client's sole risk and without liability or legal exposure to the Consultant; and the Client releases and shall indemnify and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting there from. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant.

Liability. The Consultant is protected by Workmen's Compensation Insurance (and/or employer's liability insurance), professional liability insurance, and by public liability insurance for bodily injury and property damage and will furnish certificates of insurance upon request. The Consultant agrees to compensate the Client for loss, damage, injury or liability arising directly and exclusively from the negligent acts or omissions of the Consultant, its employees, agent, subcontractors and their employees and agents but only to the extent that the same is actually covered and paid under the foregoing policies of insurance. If the Client requires increased insurance

coverage, the Consultant will, if specifically directed by the Client, take out additional insurance, if obtainable, at the Client's expense.

Limitation of Liability. In performing its professional services hereunder, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services hereunder. THE CLIENT UNDERSTANDS AND AGREES THAT THE CONSULTANT HAS NOT MADE AND IS NOT MAKING ANY PROMISE, WARRANTY OR REPRESENTATION EXCEPT THE WARRANTIES EXPRESSLY MADE HEREIN, AND THE CONSULTANT EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES. It is agreed that, in accordance with and subject to the provisions of the foregoing paragraph (Liability) and this paragraph, any claim for damages, cost of defense, or expenses which the Client or any third party may assert against the Consultant on account of any and all design defects, errors, omissions, and professional negligence shall be limited to \$50,000 or the amount of Consultant's fee for this project, whichever is greater. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions or for costs related to the failure of the contractor or material men to install work in accordance with the plans and specifications. The limitation of liability to \$50,000 or the amount of Consultant's fee for this project is a specifically bargained-for provision of this agreement, reflected in Consultant's fee. The Consultant shall not be liable for errors in judgment or for any loss or damage, which occurs for any reason beyond the control of the Consultant. No action may be instituted hereunder more than one year after the cause of action accrued or should have been discovered by reasonable diligence. The provisions of this paragraph and the previous paragraph (Liability) shall survive the termination of this Agreement.

Expenses of Litigation. In the event litigation in any way related to the services performed hereunder is initiated against the Consultant by the Client, its contractors, or subcontractors, and such litigation concludes with the entry of a final judgment favorable to the Consultant, the Client shall reimburse the Consultant for all of its reasonable attorneys' fees and other expenses related to said litigation. Such expenses shall include, but shall not be limited to, the cost, determined at the Consultant's normal hourly billing rates, of the time devoted to the defense of such litigation by the Consultant's employees.

Controlling Law. This Agreement is to be governed by the law of the State of North Carolina. The parties agree that any suit or action related to this Agreement shall be instituted and prosecuted in the courts of the County of Cumberland, State of North Carolina, and each party waives any right or defense relating to such jurisdiction or venue.

Binding Effect. This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and permitted assigns.

Merger; Amendment. This Agreement constitutes the entire agreement between the Consultant and the Client with respect to its subject matter, and all negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Consultant and the Client.

Ownership Of Instruments Of Service. All reports, plans, specifications, field data, notes and other documents, including all documents on electronic media, prepared by the Consultant as instruments of service shall remain the property of the Consultant. The Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto.

Photographs. Photographs of any completed project embodying the services of the Consultant provided hereunder may be made by the Consultant and shall be considered as its property, and may be used by it for publication.

Assignment. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement, including but not limited to fees that are due or fees that may be due, without the prior written consent of the other party.

Archiving of Project Documentation. Consultant shall maintain copies of printed project documentation for a period of three years from substantial completion of Consultant's services. Consultant shall maintain copies of all electronic media related to the project for a period of one year from substantial completion of Consultant's services. Requests for reproduction of project documentation after these periods have expired will be considered additional services and will be invoiced at the Consultant's prevailing hourly rates at the time of the request, plus expenses.

Betterment. If, due to the Consultant's error, any required item or component of the project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Consultant be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.

Electronic Files. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the Client agrees that it will accept responsibility for the completeness, correctness, or readability of any electronic media delivered to the Client after an acceptance period of 30 days after delivery of the electronic files, and that upon the expiration of this acceptance period, Client will release, indemnify and save harmless the Consultant from any and all claims, losses, costs, damages, awards or judgments arising from use of the electronic media files or output generated from them. The Consultant agrees that it is responsible only for the printed and sealed drawings and documents, and if there is a conflict between these printed documents and the electronic media, the sealed documents will govern. Consultant makes no warranties, express or implied, under this agreement or otherwise, in connection with the Consultant's delivery of electronic files.

Certifications, Guarantees and Warranties. The Consultant shall not be required to sign any documents, no matter by whom they may be requested, that would result in the Consultant's having to certify, guarantee or warrant the existence of conditions which the Consultant cannot ascertain. The Client also agrees that it has no right to make the resolution of any dispute with the Consultant or the payment of any amounts due to the Consultant in any way contingent upon the Consultant's signing any such certification.

Corporate Protection. It is intended by the parties to this Agreement that the Consultant's services in connection with the project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a North Carolina corporation, and not against any of the Consultant's employees, shareholders, officers or directors.

Extension Of Protection. The Client agrees to extend any and all liability limitations and indemnification's provided by the Client to the Consultant to those individuals and entities the Consultant retains for performance of the services under this Agreement, including but not limited to the Consultant's officers and employees and their heirs and assigns, as well as the Consultant's sub-consultants and their officers, employees, heirs and assigns.

Job-Site Safety. Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for job-site safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, the Consultant and the Consultant's consultants shall be indemnified and shall be made additional insured under the General Contractor's general liability insurance policy.

Scope of Services. Services not set forth as Basic Services or Additional Services and listed in this Agreement are excluded from the scope of the Consultant's services and the Consultant assumes no responsibility to perform such services.

Severability And Survival. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and the Consultant shall survive the completion of the services hereunder and the termination of this Agreement.

Shop Drawing Review. If included in the scope of services to be provided, the Consultant shall review and approve Contractor submittals, such as shop drawings, product data, samples and other data, as required by the Consultant, but only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Consultant's review shall be conducted with reasonable promptness while allowing sufficient time in the Consultant's judgment to permit adequate review. Review of a specific item shall not indicate that the Consultant has reviewed the entire assembly of which the item is a component. The Consultant shall not be responsible for any deviations from the contract documents not brought to the attention of the Consultant in writing by the Contractor and approved by the Consultant. The Consultant shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

Specification Of Materials. The Client understands and agrees that products or building materials, which are permissible under current building codes or ordinances may, at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous characteristics. The Client agrees that if the Client directs the Consultant to specify any product or material, after the Consultant has informed the Client that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Client waives all claims as a result thereof against the Consultant. The Client further agrees that if any product or material specified for this project by the Consultant shall, at any future date be suspected or discovered to be a health or safety hazard, the Client hereby releases the Consultant from any and all liabilities and waives all claims against the Consultant relating thereto.

Standard Of Care. Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same

profession currently practicing under similar circumstances in the same geographic area.

Suspension Of Services. If the project is suspended for more than thirty (30) calendar days in the aggregate, the Consultant shall be compensated for services performed and charges incurred prior to such suspension and, upon resumption of services, the Consultant shall be entitled to an equitable adjustment in fees to accommodate the resulting demobilization and re-mobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, the Consultant may, at its option, terminate this Agreement upon giving notice in writing to the Client.

Unauthorized Changes To Documents. In the event the Client consents to, allows, authorizes or approves of changes to any plans, specifications, construction documents or electronic media, and these changes are not approved in writing by the Consultant, the Client recognizes that such changes and the results thereof are not the responsibility of the Consultant. Therefore, the Client releases the Consultant from any liability arising from the construction, use or result of such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes.

Compensation for Additional Services. The undertaking of the Consultant to perform professional services under this Agreement extends only to those services specifically described herein. If upon the request of the Client, the Consultant agrees to perform additional services hereunder, the Client and the Consultant shall negotiate and agree upon an additional fee to be paid to the Consultant for completion of the agreed upon Additional Services. The Consultant will be under no obligation to begin or complete requested Additional Services until the additional fee has been negotiated and agreed upon in writing by the Client and the Consultant.

Hourly Billing Rates. All services to be billed on an hourly basis under this agreement will be billed using the Consultant's prevailing billing rate schedule at the time services are provided. If a specific rate schedule is to be used for this Agreement, it shall expire no later than one year from the date of this Agreement and will be replaced with the prevailing rate schedule in effect at that time.

Priority Over Form Agreements. The parties agree that the provisions of this Agreement shall control and govern over any Work Orders, Purchase Orders or other documents, which the Client may issue to Consultant in regard to the project(s) which is (are) the subject of this Agreement. The Client may issue such documents to Consultant for its convenience for accounting or other purposes, but any such Orders will not alter the terms of this Agreement, regardless of any contrary language appearing therein.

Indemnity. The Client shall and hereby agrees to indemnify and hold harmless the Consultant from and against all losses, costs, damages, expenses and liability of whatever nature, including but not limited to reasonable attorney's fees, litigation and court costs, expert witness fees and expenses, amounts paid in settlement, amounts paid to discharge judgments, penalties, punitive damages, and interest, directly or indirectly resulting from, arising out of or related to one or more Claims, as hereinafter defined. The word "Claims" as used herein shall mean all claims (whether valid or not), lawsuits, causes of action, liens, investigations, administrative proceedings, and other legal actions and proceedings of whatsoever nature that directly or indirectly result from, arise out of or relate to this Agreement, the project which is the subject of this Agreement, and/or any other matter or transaction contemplated hereunder, including without limitation, any failure by the Client to adhere to or comply with any drawing, design, plans, specifications, recommendation or advice given or furnished by the Consultant to the Client; provided however,

that the foregoing shall not apply to any claim resulting primarily from the negligence of the Consultant.

Paragraph Headings. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Third Parties. Nothing in this Agreement shall be construed as giving any person, firm, corporation or other entity other than the parties to this Agreement and their respective successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any of its provisions.

Default. The Client shall be in default under this Agreement if (i) it fails to pay in full any invoice from the Consultant on the due date or fails to make any other payment due to the Consultant under this Agreement, (ii) it fails to observe or perform any other term, condition or covenant under this Agreement, (iii) it breaches any warranty or representation made under this Agreement, (iv) it dissolves, terminates or liquidates its business, or its business fails or its legal existence is terminated or suspended, (v) any voluntary or involuntary bankruptcy, reorganization, insolvency, receivership, or other similar proceeding is commenced by or against the Client, or (vi) it becomes insolvent, makes an assignment for the benefit of creditors, or conveys substantially all of its assets.

Design Without Construction Phase Services. If the services to be provided by Consultant hereunder do not include construction observation and/or construction administration services, or if such services are included in Consultants contracted services and Client later decides to perform these services itself or decides to retain other consultants or individuals to perform these services, Consultant assumes no responsibility for interpretations of the Consultant's services or for any construction observation, construction administration and/or supervision performed by Client or other parties and Client waives any and all claims against Consultant for any losses, claims, costs or damages of any kind whatsoever that may be in any way connected thereto.

In addition Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant harmless from any loss, claim, damage or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of construction observation, construction administration and/or supervision by Client, its employees, agents or consultants, and including any and all claims arising from the modification or adjustment of, or any clarifications or interpretations of, the Consultant's Work by others.

Unless, in the Consultant's sole opinion, appropriate levels of construction observation and construction administration services are contracted for and performed by Consultant, Consultant will not be responsible to provide any Consulting or other certifications related to the construction or installation of any improvements.

Reliance on Data Provided by Others. Consultant shall be entitled to reasonably rely on the accuracy of information provided to it by Client or any of Client's other consultants or sub-consultants. Consultant shall not be responsible to extensively review the information provided to insure the accuracy thereof. Client agrees to not hold Consultant responsible for errors or omissions in Consultant's work that are directly attributable to errors or incorrect data provided to Consultant by Client or Client's other consultants. Client further acknowledges that any redesign or corrective efforts required by Consultant resulting from incorrect information provided by Client or Client's other consultants will be paid for by the Client as additional services.

Consultant Retaining Consultants. In the event Consultant is required by Client to retain other Consultants to perform necessary services related to the project, the Client agrees to defend, indemnify and hold the Consultant harmless from and against all claims, losses, liabilities and damages arising out of the performance of services by such Consultants. In the event Client suffers any

financial loss or expense resulting from or alleged to result from the performance or the failed performance of any Consultant retained by Consultant, the Client agrees to pursue recovery of and assert any claims based upon its losses, expenses and/or damages solely and directly against those Consultants. The Client agrees to waive any claims, losses, liabilities or damages against Consultant arising out of the performance of such Consultants. In consideration of such indemnity and waiver, the Consultant agrees to assign its rights and/or claims against those Consultants pursuant to the Consultants' agreements with the Consultant to the Owner.

Credit and Financial Obligations. Prior to commencement of the work, Consultant may require that Client provide reasonable credit information and other documentation to confirm that the Client has made financial arrangements to fulfill the Client's payment obligations under this Agreement. Consultant may also require such information at any time during the performance of Consultant's services should the Client fail to make payments per this Agreement, a change in the scope materially changes the contract sum, or Consultant identifies in writing a reasonable concern regarding the Client's ability to make payment when payment is due. The Client may be required to furnish this information prior to further commencement or continuation of services by Consultant and Consultant shall not be responsible for the cost of any delay occurring as a result of such a request.

Markup on Expenses. Unless specified otherwise in our proposal, all sub consultant costs and other project related costs incurred by Consultant will be billed with a 10% markup. Company vehicle mileage and internal reproduction costs will be billed at the Consultant's prevailing rate for those items. Personal vehicle mileage costs incurred on the project by employees of Consultant will be billed at the prevailing IRS mileage rate in effect at the time of travel.



REQUEST FOR QUALIFICATIONS

SOUTH BROAD STREET AND HIDDEN ACRES ESTATES CULVERT REPLACEMENT

**SOUTHWEST ANGIER DRAINAGE BASIN STUDY
MITIGATION MEASURE #3**

REQUESTED BY:

TOWN OF ANGIER

PO BOX 278

ANGIER, NC 27501

DATE OF ISSUE: October 6 , 2022

RFQ'S DUE: November 3, 2022



Request for Qualifications

SOUTH BROAD STREET AND HIDDEN ACRES ESTATES CULVERT REPLACEMENT

PURPOSE OF RFQ

- The Town of Angier (the "Town" or "Owner") is soliciting submittals from qualified engineering consulting firms interested in providing professional services for the engineering design and permitting to replace the twin 48-inch pipes with double 8-ft(W) x 6-ft(H) box culverts. The location is the intersection of South Broad Street and Hidden Acres Estates. This stormwater system improvement was presented as part of the Southwest Angier Drainage Basin Study Report as recommended Mitigation Measure #3. The Study is available upon request.
- The Town will follow a Qualifications Based Selection process as required by the N.C. General Statutes and select the most qualified firm to negotiate a contract for services. This RFQ provides complete information of the services being sought, the submittal requirements, and timeline. Copies of the RFQ and any addenda may be acquired from the Town of Angier's website: www.angier.org. Interested firms may submit a Statement of Qualifications meeting the requirements in the RFQ.

SITE DESCRIPTION

- The project area is located at the intersection of South Broad Street and Hidden Acres Estates.

SCOPE OF WORK

- Design/Location survey, engineering, permitting, bidding and construction administration for the replacement of twin 48-inch culvert pipes with double 8-ft(W) x 6-ft(H) box culverts.
- Coordination of environmental and geotechnical investigations as may be required, production of construction plans, specifications and contract documents.
- Permitting will include, but not limited to the Corps of Engineers permit for impacts to a regulated water course. No other permits are anticipated.
- Coordinate the bidding process. Provide a bid certification and make a recommendation of award.
- Provide construction inspection and administration services. The CEI scope shall include attending regular progress meetings with the Town and Contractor, shop drawing review and approval, addressing contractor questions or requests for information, review of pay applications, part time construction observation, and preparation of the final certification required by NCDEQ DWR.



Request for Qualifications

PROJECT FUNDING

- Funding for the project is being provided through the American Rescue Plan Act (ARPA) off from the State Fiscal Recovery Fund established in S.L. 2021-180. The DWI Project Number is SRP-SW-ARP-0006. Final State reimbursement must be received prior to December 31, 2026.

PROPOSAL REQUIREMENTS

To evaluate responses efficiently and equitably, qualifications responses must be submitted as identified below. Failure to submit this information may render your proposal void. Each respondent shall provide the following company information:

Section 1: Introduction: Company Profile

- Company name and business address, telephone number, email address, and website address.
- The type of company (individual, partnership, corporation, etc.) and the names of all partners, principals, etc.
- Year established. Include former company name(s) and year(s) established, if applicable.
- The name, title, address, and telephone number of the company's authorized negotiator. The person identified must be empowered to make binding commitments for the company.

Section 2: Experience

- Describe the firm's experience with similar projects.

Section 3: Description of Design-Team

- Include a list of key personnel who may be assigned to this project, their project roles, and relevant qualifications and experience.

Section 4: Project Approach

- Provide a description of the proposed approach to the project. Include a response to the preliminary scope but do not simply restate the scope. Identify key risks / challenges / concerns you anticipate and any mitigation steps to achieve successful delivery. Describe the team's approach to design document quality assurance and quality control. Describe the team's track record delivering projects with minimal change orders. Describe the team's level of experience with working with municipal government and past elevated water storage tank projects. Provide an outline project schedule, showing major tasks, milestones and deliverables including review meetings with the Town project team.



Request for Qualifications

Section 5: Current Workload

- Provide a listing of ongoing projects (workload of the firm) and your commitment to provide adequate personnel resources to our project.

Section 6: References

- Provide at least three references for similar projects; include summary of the project, the date completed, if completed on time, original proposed cost, final cost, and entity name, point of contact, address, and verified telephone number of each to contact.

Section 7: Exceptions

- **Exceptions to the Scope of Services.** All exceptions/deviations to the required scope of services shall be documented on a separate page and submitted in this Section.
- **Litigation.** Provide pending, ongoing, or prior litigation within the last 10 years.

CONTRACT TERMS AND CONDITIONS

- Town of Angier reserves the right to award this contract in whole or in part, in the best interest of the Town and further reserves the right to accept or reject any or all submittals.
- Town of Angier reserves the right to request clarification or supplemental material if it feels necessary to make a qualified judgment to the firm's ability to perform the work.
- Town of Angier reserves the right to amend the RFQ at anytime; to modify or incorporate additional steps in the evaluation process in the interest of having a thorough and comprehensive body of information to make a selection.
- Town of Angier also reserves the right to cancel or reissue the RFQ, to reject any or all submissions, to waive any irregularities or informalities in the selection process, and to accept or reject any item or combination of items.
- The awarded firm shall not commence work under this contract until all insurance required by the Town has been submitted and approved. The firm must maintain insurance coverage for the duration of the contract period.
- This RFQ does not obligate the Town of Angier to accept or contract for any expressed or implied services.
- Town will not reimburse the firm for any of the cost involved in the preparation and submission of responses to this RFQ or in the preparation for any attendance at subsequent interviews.



Request for Qualifications

SUBMISSION OF PROPOSALS

If the submittal does not meet all requirements, it will be disqualified. Qualifications should be submitted by no later than 3:00 PM on November 3, 2022. Submittals may be via email or hard copy. Hard copies (submit 4) shall be sent to:

Town of Angier
Attn: Town Engineer
594 Campbell Street
Angier, NC 27501

Emailed submittals and/or Questions should be directed to William (Bill) W. Dreitzler, P.E., Town Engineer at bdreitzler@dm2engineering.com. Phone: 919-818-2235

SELECTION CRITERIA

- The Town staff will review proposals based on the criteria below and make a recommendation to negotiate a tentative contract. Each RFQ response will be evaluated on their Statement of Qualifications score (100 points maximum) as determined by a qualification review process and the scoring criteria noted below:
 1. Design Team Experience and Qualifications with Similar Project (35 points)
 2. Project Understanding and Approach (45 points)
 3. RFQ Quality and Responsiveness (10 points)
 4. Reference Projects (10 points)

SEQUENCE OF ACTIVITY

- Issue RFQ on October 6, 2022
- Deadline for written questions or clarifications on October 28, 2022
- Town of Angier issues any addenda prior to November 1, 2022
- Deadline for Statement of Qualifications November 3, 2022 (3:00 PM)
- Notify shortlisted for interviews (not required) November 8, 2022
- Interviews (not required) November 14-16, 2022
- Negotiations / Contract November 14-25, 2022
- Town Council Approval / Award December 6, 2022

END RFQ

Town of Angier | Proposal for:

South Broad Street Hidden Acres Culvert Replacement

November 3, 2022



GRADIENT^{PLLC}

LAND · WATER · INNOVATION



November 3, 2022

Town of Angier

Attn: Bill Dreitzler, Town Engineer

PO Box 278

Angier, NC 27501

email to: bdreitzler@dm2engineering.com

Re: South Broad Street And Hidden Acres Estates Culvert Replacement

Dear Mr. Dreitzler:

The South Broad Street project requires a firm that has the expertise to provide a quality design and is familiar with the area. This project's issues require a firm that will provide a hands-on approach to dealing with those issues and not dump it off on a junior technician.

Gradient, PLLC was formed in 2018 as a team of professionals organized as an S-corporation. The firm's partners are Heath Wadsworth, Gordon Rose and Jim Reed. The resumes of each member are included in Section 3.

At Gradient, we pursue clients, not projects. We are selective in the clients we serve, choosing where our skill sets meet client needs and where we know we can dedicate the time and effort required to develop reasonable, cost-effective solutions.

Your primary contact for this project will be Heath Wadsworth, PE, who was the lead engineer on the Southwest Angier Drainage Basin Study. That study developed several mitigation measures, including the culvert replacement at South Broad Street. As such, he is familiar with the area, including many of the issues which need to be addressed as part of this design. Gradient will not be starting from scratch but already has a good understanding of the project requirements. This benefits the Town because we already have the hydraulic model established and can quickly move to resolving issues and completing the design.

Heath is authorized to make commitments on behalf of Gradient, PLLC.

There are several factors that distinguish the Gradient team and which provide direct benefits to the Town of Angier:

LOCAL PRESENCE = Responsiveness + Local Understanding/Commitment

Gradient is qualified as a Small Professional Services Firm (SPSF), with offices in Fayetteville (37 miles from Angier) and Cary (21 miles from Angier) and is currently pre-qualified with NCDOT for Hydraulics (Tier I and II) and Stormwater Retrofit Design. This proximity to the Town allows our team to quickly and efficiently collaborate on this project.

HISTORY WITH THE TOWN = Gradient Head Start + No Learning Curve

As the firm responsible for the Southwest Angier Drainage Basin Study, Gradient is very familiar with the entire project area. This Mitigation Measure #3 was one of the solutions recommended by Gradient in the final report for that study. We understand the issues associated with this project, such as protecting access to the Hidden Lakes neighborhood, existing utilities which will be affected, and the importance of starting at the downstream end of proposed long-term improvements within the Town.

DEPTH OF EXPERIENCE = Quality + Practical Solutions

The staff of Gradient has extensive experience in stormwater projects, including culvert replacements and drainage improvement projects. Heath Wadsworth has over 23 years of experience, which most recently includes working with the Town of Angier, the City of Fayetteville, the Town of Cary, Fort Bragg, and NCDOT on drainage and stormwater-related projects.

As a local firm with individuals who have a history of providing outstanding service to similar municipalities with broad experience in watershed analysis and preparation of practical solutions for stormwater projects, Gradient is an excellent choice for the Town of Angier.

Sincerely,

GRADIENT, PLLC



C. Heath Wadsworth, PE
Project Manager
hwadsworth@gradientnc.com
919.622.4568



Gordon A. Rose, PE, LEED AP®
Project Engineer
grose@gradientnc.com
910.322.6567

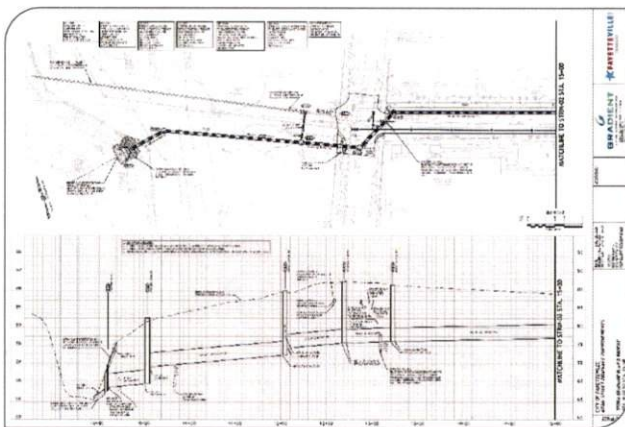
Section 02 | Experience

Formed in 2018, Gradient's structure is different than other engineering firms. We pursue clients and customers, not specific projects.

Though the concept of pursuing relationships over projects may sound like a commonplace concept, in our industry it is not. Our past career experiences and decades of industry involvement has exposed the reality that most engineering firms are focused on revenue and personnel growth: Bigger is better. This results in constant project chasing and a detrimental "feed the beast" mentality. Clients are sold one thing, but once project execution occurs, they receive something else. This happens because senior and experienced staff move on to chase the next "shiny object".

Gradient's size is a strength, because it allows us to stay focused and constantly engaged with our valued clients and customers. We promise a consistent team and high level of experience throughout every project. We desire a long-term relationship with the Town of Angier that extends beyond winning a few projects and then moving on. Our commitment to service and our "quick-strike" customer-centric team enables us to act fast and begin work as soon as the notice to proceed arrives.

Gradient is familiar with the Town of Angier and the stormwater issues it faces because Gradient performed the Southwest Angier Watershed Study. We understand the background and the importance of this project. We have personally put "boots on the ground" in the area and, through conversations with Town personnel, have a clear understanding of the drainage issues in this area. That knowledge and background, combined with our experience on similar projects, will enable us to quickly move to solutions.



Adam Street Drainage Improvements City of Fayetteville

Prepared construction documents for storm drainage improvement projects as a result of an overall flood study.

This project was identified as a potential solution in the Cape Fear 2 (West) Watershed Study. The existing 36-inch storm drainage pipe, which conveys runoff through the community between Person Street and the railroad, was undersized, causing water to back up into the upstream systems and flood the neighborhoods on Link Street, School

Street and Adams Street, as well as downstream areas. The areas west of Eastern Boulevard (Link Street, School Street and Adams Street) are low-lying areas with no overland flow relief. During more significant storm events, these low areas pond to a depth that impacts the roads and structures. This project diverts flow from the Link Street, School Street and Adams Street areas west to Blount's Creek, thereby reducing the flooding in these areas and diverting flow away from the downstream areas.

Solution: This project involved installing a new storm drainage system along Adams Street. A portion of the existing storm drainage system was removed, replaced with a 36-inch diameter concrete pipe, and rerouted to the west to an eventual discharge into Blount's Creek, an approximate distance of 1,000 LF. As part of this project, the existing 6-inch diameter water main within Adams Street was replaced with 1,250 LF of new 8-inch diameter main.



Section 02 | Experience



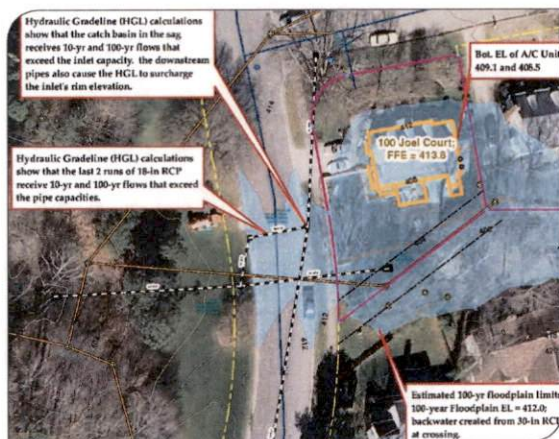
Argyll Road Drainage Improvements City of Fayetteville

Prepared construction documents for storm drainage improvement projects involving a simplified flood study.

Gradient undertook this project as a result of the Drainage Assistance Program previously conducted by Gradient for the City of Fayetteville. A site investigation revealed a failed section of 42-inch diameter concrete pipe and failed brick headwall at the end of this outfall. The failure was causing sinkholes and erosion in the rear yard of a private residence and threatened to undermine additional sections of pipe.

Solution: A hydrologic and hydraulic (H&H) analysis was conducted, which indicated the pipe itself was slightly undersized. Replacement of the entire outfall could not be

undertaken at this time. The City decided to replace the lower section of the outfall with a 48-inch diameter pipe in the event the entire project was implemented in the future. A new manhole was installed with a vertical drop (to dissipate the energy), and a new, pre-cast concrete headwall was installed at the end of the line.



Bayoak Drive Drainage Improvements Town of Cary

While with a previous firm, Gradient staff conducted H&H analyses for a pipe crossing and prepared alternative solutions for alleviating flooding issues.

Over the past decade, properties upstream of the pipe culvert crossing at Bayoak Drive have experienced structural flooding on multiple occasions. We conducted a drainage assessment of the area and provided alternative solutions to the flooding.

Solution: The 2-, 10-, 25-, 50-, 100-, and 500-year, 24-

hour storm discharges were estimated for the project area, and a flood study and backwater analysis were performed using HEC-RAS software. The hydraulic study assessed the adequacy and backwater impacts of the drainage system at Bayoak Drive and estimated the floodplain limits upstream. We then assessed potential solutions to relieve and/or alleviate the flooding problems and prepared a preliminary cost opinion for each alternative.

Section 02 | Experience



Jumping Run Creek Culvert Replacement

US Army Corps of Engineers | Fort Bragg

While with a previous firm, Gradient staff conducted flood studies of large watersheds and developed timely solutions to meet time constraints necessary to open this road to traffic.

In the fall of 2016, heavy thunderstorms dropped an enormous amount of rainfall on the Fort Bragg area, causing several road culverts to overtop with headcutting and severely damaging the roadway. About one week later, Hurricane Matthew dumped about 15 inches of rain in the same area, causing a complete washout of the road. The existing 84-inch diameter metal culvert was damaged, likely the cause of the overtopping, and needed to be replaced.

Solution: Using the standard methods for estimating hydrology as outlined in USDA-NRCS Technical Release 55 (TR-55), limited field surveys were conducted, and flood models were used to develop hydraulic models in HEC-RAS for the crossing. A 50-year, 24-hour event was used as the design storm for estimating the proposed culvert size. The final culvert selection was a 12-foot by 12-foot box culvert, which should pass the 100-year, 24-hour storm event without overtopping. We then prepared design drawings for this emergency repair, enabling the contractor to begin work promptly.



Two Creeks at Planetree Drainage Improvements

Town of Cary

While with a previous firm, Gradient staff conducted H&H analyses and prepared construction drawings for large-scale culvert improvements.

While with another firm, Heath Wadsworth served as project manager and engineer on this project, and Jim Reed developed the construction drawings. While with Gradient, Heath was then tasked with construction period services under a separate contract directly with the

Town. A group of townhouses in Cary were experiencing minor structural flooding due to the backwater created from a downstream culvert crossing. Two Creeks Drive was overtopped during moderate storm events. Through an On-Call Contract, we were tasked with conducting a drainage assessment of the area, providing alternative solutions to the flooding, and developing construction documents.

Solution: The hydraulic study assessed the adequacy and backwater impacts of the existing drainage system at Two Creeks Drive (three 48-inch diameter pipes) and estimated the floodplain limits upstream. The selected alternative involved the installation of a 9-foot by 7-foot box culvert (to accommodate base flow) with a parallel 9-foot by 5-foot box culvert (to provide additional capacity for design flows).



Section 02 | Experience



Shoreline Drive Culvert Replacement City of Fayetteville

While with a previous firm, Gradient staff prepared construction documents for a culvert replacement project while maintaining traffic to adjoining neighborhoods.

Shoreline Drive had experienced numerous instances of overtopping during significant rainfall events. As the only road into a portion of the College Lakes development, this presented serious safety concerns for the residents

beyond this stream crossing. Although the overtopping was a relatively short-term event, the possibility of the roadway washing away required action to alleviate the flooding potential.

Solution: Heath estimated the 2-, 10-, 25-, 50-, 100-year, 24-hour storm discharges for the project area using Bentley Pond Pack software. A flood study and backwater analysis were performed using HEC-RAS software.

Alternative analyses were then conducted utilizing the H&H models to assess potential solutions that would relieve and/or alleviate the flooding problems at this location. The selected solution was to replace the existing 36-inch diameter culvert with a single 10-foot by 6-foot box culvert, which would eliminate flooding during the 50-year design storm.

Due to this being the only access road to several hundred residences, the road could not be closed during construction. There were also a number of existing utilities within the roadway, including water, sanitary sewer, gas and electricity. A design for each of these utilities was developed so that the utilities could be relocated prior to the construction of the culvert. This was done in conjunction with the design of a temporary bypass road on the downstream side of the existing culvert to allow for full-time access for residents.

Section 03 | Description of Design-Team

Meet the Team

The team Project Manager and main Town contact will be **Heath Wadsworth, PE**. Heath has over 23 years of stormwater and drainage-related experience and was the project manager for the Southwest Angier Drainage Study. He completed all of the H&H modeling and prepared the final report outlining the issues and proposed solutions contained in that report. Heath has also been the primary contact for the Town of Cary on the firm's last three On-Call Service Agreements. A number of the projects in that contract are similar in size and scope to the South Broad Street Culvert Replacement. This additional experience will be valuable to the Town of Angier in that it gives Heath a better understanding of what is required to accomplish a successful project..

Gordon Rose, PE will be the lead design engineer and has over 44 years of civil engineering design experience, much of which involves stormwater-related projects. He understands the big picture of what we are trying to accomplish and develops practical, cost-effective solutions to meet client needs.

Jim Reed, PE will serve as Assistant Project Engineer and Production Lead. With over 23 years of experience in the civil engineering industry, much of it on drainage-related projects, Jim has extensive knowledge of storm drainage design. This includes projects with water and sewer design relocations to accommodate storm drainage improvements.

Our proposed sub-consultants include Inver Environmental Consulting, LLC (IEC) and GEL Solutions (GEL). **Phil May, PWS** with IEC will provide permitting input during the preliminary design phases and will also be responsible for state and federal permits during the construction document development phase.

Parks Icenhour, PE, PLS with GEL will lead the project's survey services including topographic surveys, basemapping and preparation of easements (if required). **Richard Ringler** of GEL will lead the Subsurface Utility Exploration (SUE) services. Early identification of potential utility conflicts will help expedite relocation of those utilities if necessary.

We are a team that has worked together on similar municipal drainage projects. There is no learning curve, and our team has the Town experience and cohesion to start immediately and "hit the ground running."

GRADIENT



Heath Wadsworth, PE



Gordon Rose, PE



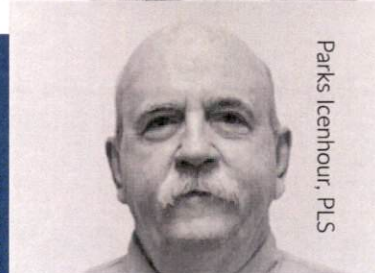
Jim Reed, PE

IEC



Phil May, PWS

GEL SOLUTIONS



Parks Icenhour, PLS



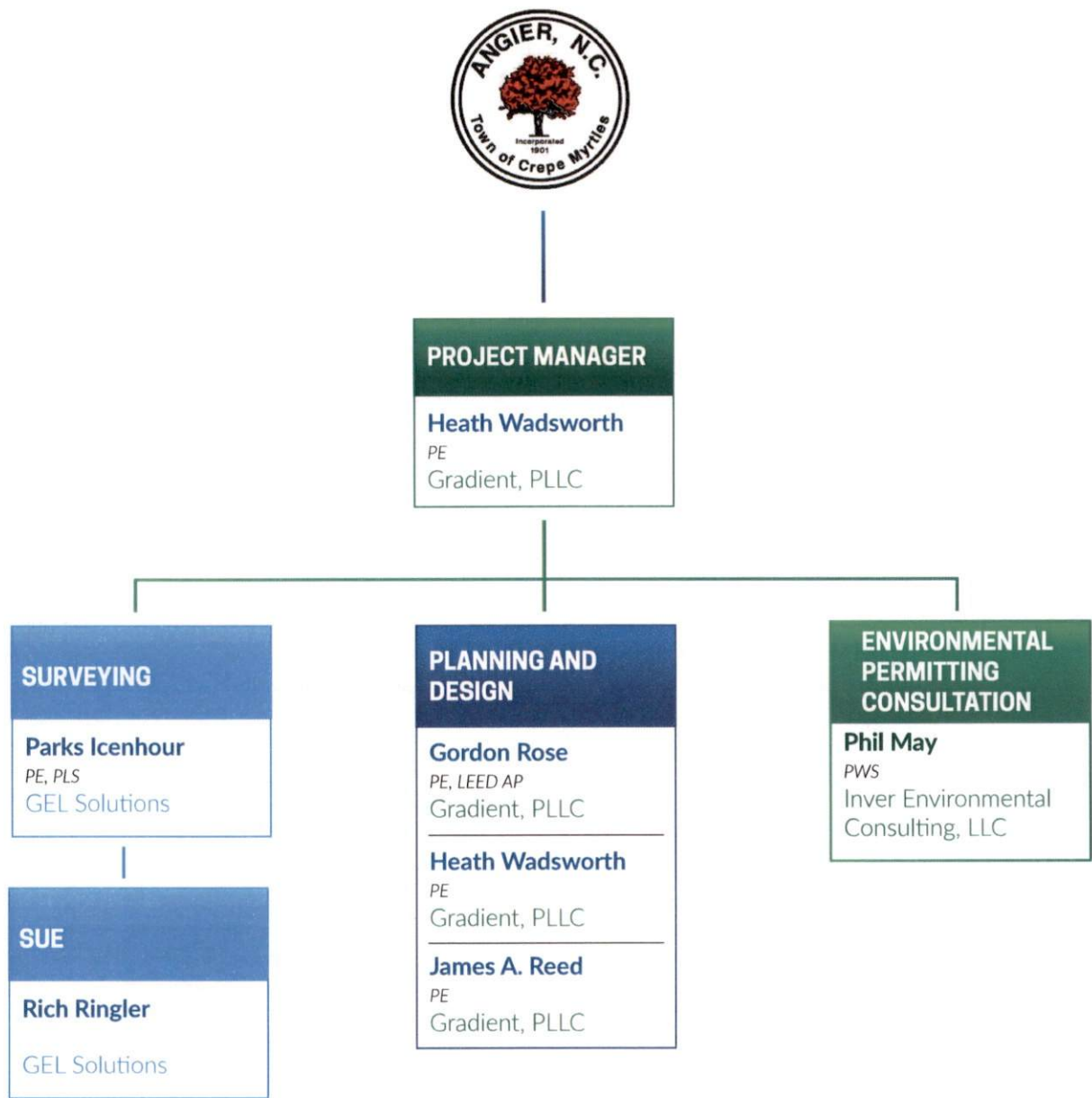
Richard Ringler



Section 03 | Description of Design-Team

Organizational Chart

Gradient will serve as your project's Prime Consultant and contact. GEL and IEC will operate as sub-consultants.



Section 03 | Description of Design-Team



Years of Experience:

23

Years with Firm:

4

Education:

Masters of Civil Engineering: North Carolina State University

BS in Civil Engineering: North Carolina State University

Registration:

Professional Engineer in NC, VA

HEATH WADSWORTH, PE

Project Manager

Heath Wadsworth has more than 23 years of civil engineering experience as a project manager/engineer on stormwater management, stormwater drainage design, flood studies, watershed studies and stream restoration projects for local, state and federal governments, and counties. Heath has the talent and experience to successfully carry a project from the conceptual design and planning phases through to construction drawing development and installation.

RELEVANT EXPERIENCE:

Bayoak Drive Culvert Operations - Cary | Project Manager and Stormwater Engineer

Over the past decade, properties upstream of the culvert crossing at Bayoak Drive had experienced structural flooding on multiple occasions. Heath was responsible for conducting a drainage assessment of the area and providing alternative solutions to the flooding. Following completion of the study, Heath was responsible for the development of construction drawings for the proposed improvements.

Two Creeks at Planetree Drainage Improvements - Cary | Senior Project Manager

A group of townhouses in Cary were experiencing minor structural flooding due to the backwater created from a downstream culvert crossing, and Two Creeks Drive was overtopped during moderate storm events. Heath conducted a drainage assessment of the area, providing alternative solutions to the flooding, and developing construction documents. The hydraulic study assessed the adequacy and backwater impacts of the drainage system at Two Creeks Drive and estimated the floodplain limits upstream. Potential solutions were assessed that would relieve and/or alleviate the flooding problems and a cost opinion was prepared for each alternative.

Southwest Angier Drainage Basin Study - Angier | Project Manager

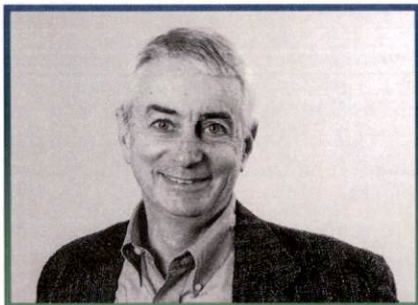
The Town of Angier selected Gradient, PLLC to perform a hydraulic analysis of an approximately 400-acre drainage basin in Southwest Angier, referred to as the Southwest Angier Drainage Basin Study. This study identified key drainage outfalls and infrastructure; reviewed specific historical flooding and provided an analysis of flooding within the basin. Using the existing conditions assessment as a basis for comparison, three different specific drainage improvement options were investigated as a part of this drainage assessment to mitigate flooding during the 25-year storm event.

Shoreline Culvert Replacements - Fayetteville | Project Engineer

H&H study and development of construction drawings for this roadway which experienced frequent overtopping. A flood study and backwater analysis was performed using HEC-RAS software. Alternative analyses were then conducted utilizing the H&H models to assess potential solutions that would relieve and/or alleviate the flooding problems occurring at this location, and a cost opinion was prepared for each alternative. The selected solution was to replace the existing 36-inch diameter culvert with a single 10-foot by 6-foot box culvert which would eliminate flooding during the 50-year design storm.



Section 03 | Description of Design-Team



Years of Experience:

44

Years with Firm:

4

Education:

BS in Civil Engineering: North Carolina State University

Registration:

Professional Engineer in NC, SC

LEED Accredited Professional

Certified Stormwater BMP Reviewer, NC/NCDEQ

GORDON A. ROSE, PE, LEED AP*

Project Engineer

Gordon prides himself on being more than a typical engineer or project manager. While his expertise includes engineering calculations, design drawings, and management of multi-phased, multi-disciplined projects, his passion is as a problem solver. He enjoys transforming a client's vision into reality. He utilizes a creative approach to design challenges and seeks innovative solutions to meet project requirements and budgets. Gordon collaborates closely with engineers, architects and other design professionals to clearly communicate ideas with stakeholders so cooperative solutions are found.

RELEVANT EXPERIENCE:

Drainage Assistance Program - Fayetteville | Project Manager

In July 2019, the City of Fayetteville adopted a program whereby the City would provide funding to owners of single-family residential units to repair failing stormwater infrastructure on private property, outside of the right-of-way of City maintained streets. Gradient developed a cloud-based solution to conduct inspections at each site and determine eligibility. Photos were taken and reports generated using this tool to quickly document the conditions at each site. Those requests deemed eligible were then scored using a template provided by the City to determine priority for funding. Gradient is also involved in developing construction drawings for several drainage projects.

Adam Street Drainage Improvements - Fayetteville | Senior Project Manager

This project involved the installation of a new storm drainage system. A portion of the existing storm drainage system was removed, replaced with a 36-inch diameter concrete pipe and rerouted to the west to an eventual discharge into Blount's Creek, an approximate distance of 1,000 LF. The existing 6-inch diameter water main within Adams Street was replaced with a new, 8-inch diameter main for a distance of approximately 1,250 LF.. Gordon was responsible for conceptual design, coordination of survey, SUE, geotechnical investigation and overall design effort.

Repair Longstreet Road Storm Drainage - Fort Bragg | Senior Project Manager

Longstreet Road experienced periodic overtopping during significant rainfall events at these two locations. The project involved H&H analysis of each drainage basin and the development of construction drawings to replace the existing culverts in each location.

Argyll Road Drainage Improvements - Fayetteville | Senior Project Manager

This project was undertaken as a result of the Drainage Assistance Program conducted by Gradient for the City of Fayetteville and involved the replacement of a failed section of 42-inch pipe with new 48-inch pipe (upsized based upon a brief flood study), new manhole and headwall. The outfall was in the rear yard of a residential lot which required close coordination with the property owner.



Section 03 | Description of Design-Team



Years of Experience:

23

Years with Firm:

4

Education:

B.S. in Civil Engineering: University of Colorado

Registration:

Professional Engineer in NC

NCDOT Level III Erosion Control

JIM REED, PE

Project Engineer – Planning and Design

Jim Reed has managed numerous water resource projects throughout his career. He has worked very closely with Heath Wadsworth on municipal projects involving storm drainage, culvert replacements, and stormwater management. Jim's attention to detail and research-oriented approach helps him identify potential design issues prior to their impact on the project. He consistently generates accurate and precise construction documents which exceed regulatory standards.

RELEVANT EXPERIENCE:

Shoreline Culvert Replacements - Fayetteville | Project Engineer

H&H study and development of construction drawings for this roadway which experienced frequent overtopping. A flood study and backwater analysis was performed using HEC-RAS software. Alternative analyses were then conducted utilizing the H&H models to assess potential solutions that would relieve and/or alleviate the flooding problems occurring at this location, and a cost opinion was prepared for each alternative. The selected solution was to replace the existing 36-inch diameter culvert with a single 10-foot by 6-foot box culvert which would eliminate flooding during the 50-year design storm.

Bayoak Drive Culvert Operations - Cary | Project Engineer

Over the past decade, properties upstream of the culvert crossing at Bayoak Drive had experienced structural flooding on multiple occasions. A drainage assessment of the area provided alternative solutions to the flooding. Following completion of the study, Jim was responsible for the development of construction drawings for the proposed improvements.

Vinecrest Court Storm Drainage Improvement - Cary | Project Engineer

Based on a previous drainage assistance program assessment (conducted by staff with Gradient) for the storm drainage system crossing Vinecrest Court, Jim was the design engineer for Gradient developing construction drawings to remove and replace the existing system. The design involved working with property owners regarding the alignment of the new system, coordinating with utility providers for the relocation and avoidance of existing utilities and preparation of final construction documents.

Chicken Road and Macridge Road Intersection Improvements - Fort Bragg | Project Manager and Project Engineer

This project was originally scoped as traffic circle. The configuration required a cut of about three feet on the uphill side of the circle and a fill of 3 feet on the lower side of the circle. Using computer modeling techniques, Jim was able to demonstrate significant utility impacts would be involved. As a result, the project was changed to a signalized intersection with road widening in all four quadrants of the intersection. Jim was responsible for roadway design including stormwater improvements while minimizing utility conflicts.



Section 03 | Description of Design-Team



Years of Experience:

28

Years with Firm:

17

Education:

BS in Biology: Kennesaw State University

NEPA Training (Certificate): Duke University

Registration:

Professional Wetland Scientist

NC Wetland Assessment Method

Affiliations:

American Council of Engineering Companies - Environmental Sciences & Planning Committee Chair

NC Association of Environmental Professionals

NC Water Resources Association

PHIL MAY, PWS

Environmental Permitting Consultation

Phil May specializes in the planning, assessment, permitting, and compliance of infrastructure and development projects. His expertise includes wetland delineations and permitting, natural resource studies, endangered species surveys, environmental impact analysis and NEPA/SEPA document preparation, water quality assessments, and environmental compliance. Using over 28 years of project experience, he has successfully led numerous major and minor projects through the complex regulatory approval process, including large solid waste landfills, major utility (water and wastewater) and transportation infrastructure projects, and private developments. Phil and his team have been selected for state-wide on-call natural resource and permitting services by NCDOT through two companies and eight contracts since 2000, including the last four consecutive contracts since 2008.

RELEVANT EXPERIENCE:

Avery County Landfill - Newland

Role: Delineation and Permits

Bonner Bridge (B-2500) - Manteo

Role: Permits and Compliance

Clemmons-Harper Force Main - Winston-Salem

Role: Delineation, EA, Permits

Eastern Area Sewer - Greensboro

Role: Delineation and EA

High Point Landfill - High Point

Role: Delineation and Permits

I-26 Widening - Asheville

Role: Delineation and NRTR

Mingo Creek Sewer - Wake County

Role: Delineation and Permits

Northwest Sewer - High Point

Role: Delineation and Permits

Shotwell Landfill - Wendell

Role: Delineation and Permits

Swift Creek Greenway - Cary

Role: Delineation and T&E

Wilmington Bypass (R-2633) - Wilmington

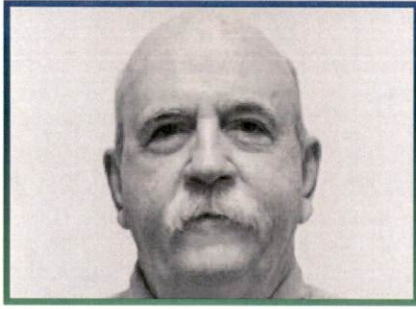
Role: Permits and Compliance

Cross Creek Bank Stabilization - Fayetteville

Role: Permits and Compliance



Section 03 | Description of Design-Team



GEL Solutions

Years of Experience:

58

Years with Firm:

10

Education:

East Carolina University

Institute for Transportation Research
and Education through NCSU

Registration:

Professional Engineer in NC

Professional Land Surveyor in NC

Affiliations:

North Carolina Society of Surveyors/
Johnston County Chapter

PARKS ICENHOUR, PE, PLS

Surveying Manager

Parks Icenhour has over 50 years of experience working as a surveyor, engineer, manager and technical trainer. In his 38 years with the Location & Surveys (L&S) Unit of NCDOT he gained experience at all the various positions on survey crews and was the Area Engineer for Divisions 1,2,3, & 6. In this position he managed offices performing a wide-range of surveys including: route location surveys, horizontal and vertical control, GPS, boundary, right-of-way, property litigation surveys, photogrammetric, hydraulic, forensic, accident scene reconstruction, photogrammetric, hydrographic, geodetic, and utilities. He attended public hearings, citizen's informational workshops and preliminary project scoping meetings. As the L&S Private Engineering Firm (PEF) Coordinator, he administered the PEF Limited Services contracts statewide and coordinated L&S involvement in "turn-key" projects through the Design Services Unit, including large solid waste landfills, major utility (water and wastewater) and transportation infrastructure projects, and private developments.

RELEVANT EXPERIENCE:

North Carolina Department of Transportation (NCDOT) | Project Manager

Project Manager for numerous SUE, PSD and conventional surveys to support NCDOT projects throughout North Carolina. The SUE investigations included Quality Level D through Quality Level A projects. The PSD and conventional surveys included records research, topographic surveying, horizontal and vertical control, review of property condemnation maps, the collection and processing of DTM data, and inventory surveys for the design of proposed new and rehabilitated highway facilities.

Middle Creek and I-95 Bridge Surveys – Nash & Johnston Counties, NCDOT | Project Engineer and Surveyor

Project Engineer Manager and Project Survey Supervisor for full conventional surveys of three bridges located in Nash and Johnston Counties for NCDOT Division 4. The surveys for the bridges over Middle Creek on SR 210, over I-95 on SR1510, over I-95 on SR33 included deed research, property owner contacts and surveying and mapping 40 adjacent properties, setting and running horizontal and vertical control on 16,000 feet of baseline, setting and elevating seven vertical benchmarks, surveying 13 acres of obscure DTMs, and 1,300 feet of creeks. GEL also surveyed the location of planimetrics, 20 storm drainage structures, and 10 sanitary sewer manholes. The final deliverable was a comprehensive 2D and 3D map using MicroStation and GeoPak. The work was performed in high traffic conditions and completed with no recordable incidents.



Section 03 | Description of Design-Team



GEL | Solutions

Years of Experience:

8

Years with Firm:

8

Education:

BS in Environmental and
Occupational Management:
Methodist University

AS in Interdisciplinary Clandestine
Labs: Methodist University

Certifications:

First Aid/CPR/AED

OSHA Hazardous Waste Operations
(HAZWOPER)

OSHA Confined Space Entry

HAZMAT First Responder

HAZMAT Technician

Cumberland County Emergency
Response Team

FEMA Incident Command System

RICH RINGLER

SUE Director

Rich Ringler has been with GEL since 2015 and serves as Regional SUE Manager. Richard is responsible for managing complex SUE, geophysical, and other special projects. He is also responsible for managing operations, manpower allocation, and is actively involved in business development.

His experience includes the use of geophysical methods for utility mapping and subsurface utility engineering (SUE) for municipal and transportation projects. These investigations involve the use of ground penetrating radar (GPR), and radio frequency electromagnetics (EM). Experience prior to joining the GEL team included assisting the Environmental Director at Methodist University with campus inspections of labs for OSHA compliance, setting up an Environmental Simulator, and leading student research projects.

RELEVANT EXPERIENCE:

Proposed Angier Bypass, NC55 from South of Angier to NC 42 – Wake County, NCDOT | SUE Project Analyst

GEL's SUE investigation included Quality Level (QL) C for 218,000 feet of subsurface utilities and QL B for 247,000 feet. The results of the investigation were presented on a comprehensive map in accordance with NCDOT SUE standards using MicroStation. Utilities designated as part of this SUE project included power, telephone, fiber optics, water, television, gas, duct systems, and forced sanitary sewer. The work was performed in heavy traffic conditions but was completed with no safety incidents.

I-95 at Jonesboro Road SUE Investigation – Harnett County, NCDOT | Field Project Manager

Quality Level B SUE investigation on the I-95 Project in Harnett County as part of GEL's on-call SUE contract with NCDOT. Exactly 168,901.38 LF of underground utilities were mapped in accordance with NCDOT SUE Standards. Utilities designated as part of this SUE project included power, telephone, fiber optics, water, television, gas, and forced sanitary sewer. The project was completed before the deadline and under budget. GEL received a "very good" evaluation of an 8.00 on this project which was based on an average of scores for categories including but not limited to records research, utility data/mapping, accuracy, and schedule adherence.



Section 04 | Project Approach

Listed below is a project approach that outlines our procedures for tackling the phases that will be encountered in this culvert replacement project. The basic services that will be described in the project approach are:



Phase 1 – Preliminary Design

Data Collection and Literature Search

Data collection starts with assembling available information such as Harnett County and Town of Angier GIS shapefile data, LiDAR topography, recent aerial images, available as-built utility and drainage configuration information within the vicinity of the project. We also need records of existing easements as well as ownership and limits of adjacent property. We like to call the compiling of this data and developing a preliminary basemap the 'desktop' survey. Through the "desktop" site assessment process, we will compile enough information to understand the general features and design potential. We also determine what preliminary questions need to be answered and the potential limits and scope of the detailed topographic survey. This preliminary site assessment will allow us to begin discussions early with Town staff about potential design options and project feasibility.



Gradient completed the Southwest Angier Drainage Basin Study Report. Through this study, we have already compiled a large portion of the required data collection. A full, detailed topographic survey of the project area will be required, which was not included as part of the study. The detailed survey of utility locations and invert elevations will need to be considered as they could impact the final design configuration and approach.

Survey Services

The above information will be used to determine the limits and scope of the detailed topographic survey. A topographic map of the project site will be produced (on state plane coordinates), including but not limited to: one-foot contour intervals, property boundaries and property owners' names, utilities, vegetation limits, existing delineated wetlands, all culverts and pipes (sizes, types, inverts), roads, streams, and channels or ditches. The survey will also include the location of pertinent landscape features within the working area, finished floor elevations for nearby structures, low ground and crawl space elevations for nearby structures, and locations and low elevations for HVAC/electrical features for a property.



Section 04 | Project Approach

The Gradient team has included GEL Solutions on the project to provide survey services. GEL will also provide SUE services to identify, on the ground, the location of underground utilities. These locations will be included in the field survey efforts. Where potential conflicts exist with existing utilities, additional SUE services will be implemented to determine the existing utilities' vertical location.

Property Notifications

Prior to accessing private property, we will work with the Town to provide notification to property owners. Property notification letters are a critical when it comes to scheduling. As a result, it is essential to send out notification letters very early in the project process, and it should be one of the first items completed.



Hydrologic and Hydraulic Analyses

As part of the previous Southwest Angier Drainage Basin Study, Gradient completed most of the H&H analyses required for this project. Following the detailed topographic survey and assessment of utility impacts, some tweaks may need to be made to the proposed culvert configuration in the basin model. However, significant drainage and modeling analyses will not required by the Gradient team.

Phase 2 – Design Development

Preliminary Plans and Design Submittals

Following the updated analysis, the design development phase begins, and work will begin on building toward the final construction drawings. The design development will include submittals, Town reviews, and progress meetings for each of the conceptual plans (35%), final plans (90%) and corrected final (100%) plans (submittal milestones can be adjusted based on Town needs). Other site visits and/or property owner meetings may be necessary throughout this phase. The project manager (Heath Wadsworth, PE) will work with the design engineers (Gordon Rose, PE and Jim Reed, PE) throughout the design development phase to address comments and develop the construction drawings. Towards the end of the development phase, pertinent easements will be developed, and the GEL surveyors will create easement plats in conjunction with Gradient.

Quality Assurance/Quality Control

Without proper quality assurance/quality control (QA/QC) along the way, a project's design development may not be successful, and the chance of errors and omissions increases. Our approach to QA/QC for a project centers on keeping a high level of experience directly attached to the project during all phases of its development. The lead project designer, Gordon Rose, has 44 years of experience working on drainage-related projects. He and Jim Reed will be responsible for project design development and construction documentation. Heath Wadsworth will provide internal design reviews, allowing potential design and constructability issues to be caught and corrected early in the project. By following these steps, Gradient has a proven track record delivering projects with minimal change orders which is a benefit to our clients. We also believe a clearly defined scope and constant communication with the client throughout the project process are important to quality control. Communicating and listening to the Town's staff about their project expectations, goals and concerns from the beginning sets the tone for a quality project.



Section 04 | Project Approach

Easement Mapping

Towards the end of the development phase, pertinent easements will be developed, and easement plats will be created by our surveyor sub-consultant, GEL. We understand it is important to create preliminary easement diagrams and sketches early in the process that can be shared with the Town Real Estate and the impacted property owners. Heath and Gordon will stay engaged in the process and will be responsive to answer questions, make tweaks, manage the project surveyor, and assist in fostering the easements through the process.

Preliminary Cost Opinion

Gradient will provide preliminary opinions of probable construction costs (OPCC) for each submittal phase throughout design development and planning. It is important for the Town's project planning and budgeting purposes to understand estimated costs before implementing a drainage improvement project.

Phase 3 – Construction Contract Documents

Develop Project Manual and Final Construction Drawings

A good, solid design will not have much value to the Town if it can't be successfully constructed or put "in the ground." This begins with presenting the product of the design development phase on construction drawings and specifications that can be clearly understood and built by the construction contractor. Proper and well-presented construction drawings and specifications also make it easier for the Town, designer and construction contractor to work together as a team. The focus will be the project rather than a battle over drawings, specifications and quantity inconsistencies or constructability issues. Part of this includes good communication throughout the bidding and construction process. Gordon Rose and Jim Reed will be directly responsible for developing the construction documents, specifications, and bid package with reviews by Heath Wadsworth. We will use the Town of Angier project contracts and specification template (if available) to develop the final project manual. This will include finalizing the bid tabulation and quantities and editing the pertinent front-end sections and the project-specific technical specifications.

Final Cost Opinion

As part of the final construction drawing deliverables, Gradient will provide a final OPCC or Engineer's project estimate. It is an integral part of the Town's project planning and budget process to understand estimated costs before implementing a drainage improvement project, and to utilize as a base comparison for bid submittals.

Permitting

Because culvert replacement projects involve wet areas, it is important to understand the permitting implications that a drainage improvement project can cause. The environmental team from IEC has been included to determine the presence of wetland areas, stream classifications, buffers, and permitting impacts as they arise. Phil May will be involved in the project from the beginning to help the Town staff assess potential permitting implications.

Utility Coordination

Our team will work with impacted utility providers by attending meetings, answering questions, and providing sketches and maps as required. Heath Wadsworth and Gordon Rose will work with Town staff to coordinate utility relocations.



Section 04 | Project Approach

Phase 4 – Bidding and Construction Contract Award

This phase includes advertising the project for bid, distributing the bid documents, assisting the Town in the bid opening, making recommendations on selecting a construction contractor, and assisting the Town with executing the construction contract. We will create the bid advertisement as part of the construction contract documents, and the Town will post the advertisement on its website. Our team will be available to assist the Town in answering questions from potential contractors throughout the bid advertisement process. Gradient will attend the bid opening and subsequently assist the Town in tabulating bids, draft a recommendation of award letter, and assist in executing the construction contract as necessary, as needed. Most of these items will be completed by the project manager (Heath Wadsworth), with some assistance from Jim Reed and Gordon Rose.

Phase 5 – Construction Administration

Our team is qualified to provide full-time construction administration and observation services as required by the Town. These services would be managed by Gordon Rose, with most of the full-time services implemented by one of our staff members. Should the Town assign a project representative and/or inspector responsible for the construction administration and observation, the Town representative would be the main contact for the construction contractor, and Gradient will provide limited construction observation services. In this scenario, our team would periodically visit the site, answer design questions, and assist the Town by attending progress meetings, reviewing shop drawings, assisting with change order and pay application reviews as necessary, and attending the final inspection.

Phase 6 – Post-Construction

We will assist the Town with post-construction services by developing record or “as-built” drawings. GEL (sub-consultant) can provide survey services to develop detailed “as-built” drawings, or record drawings can be developed during the construction process by using field notes, contractor and inspector mark-ups, and contractor stakeout survey notes to incorporate changes onto the design drawings. Our team can also assist the Town in closing out the construction contract if necessary.

The Gradient Head Start

Having worked on the drainage study which identified this mitigation measure, our team has a unique perspective. Just because a project is small doesn't mean it is simple. Most drainage improvement projects require an extensive understanding of how the existing drainage system functions. The problem cannot be effectively solved if the actual problem is not entirely understood. Engineering experience must be assigned to the project and stay constantly engaged. The Town will get this with the Gradient team. Instead of “plugging and chugging” along with the conventional H&H methods and synthetic/default curves to get the easy and quick answer, we keep a high level of experience engaged and spend a lot of time studying and understanding the existing system. We look at real storm events and rain gages relative to actual flooding at the project site (sometimes good data isn't always available, but if it is, we will find it and use it). This results in a solution that is feasible, cost-effective and a proposed design that aligns with the existing hydrology (i.e., we want to compare “apples to apples”).

One of the best uses of innovation for mitigating stormwater issues, risks, and concerns is in providing presentations that allow the staff to communicate more easily with Town residents, political representatives and nontechnical staff. This is best done using ArcGIS software and its extensions coupled with relevant H&H software to create figures and maps that are easy to understand. For example, a clear project figure that compares a potential project's existing conditions and flooding limits to the impacts after proposed improvements are made can make for a powerful selling point if a proposed project's funding or community backing are in question.



Section 04 | Project Approach

Project Schedule

Gradient generally utilizes Microsoft Project for project and schedule management. The schedule for each project is customized and programmed to identify key project milestones with due dates. However, this and other software programs are only as good as the team managing them. The Gradient team meets weekly to review each project and compare the actual project time and development stage to the actual project deliverable schedule. Resources are allocated as necessary to meet key project milestones.

Task	2023									
	J	F	M	A	M	J	J	A	S	O
Scoping Meeting	■									
Scope of Work and Fee Estimate		■								
Approval by Town		■								
Property Owner Notifications			■							
Survey and SUE Services			■							
Update H&H Analysis				■						
Conceptual (35%) Design				■						
Review with Town					■					
Final (90%) Design					■	■				
Review with Town						■				
Corrected Final (100%) Design							■			
Permitting							■	■		
Prepare Contract Documents								■		
Bid Advertisement									■	
Bid Opening and Contract Award										■

Section 05 | Current Workload

PROJECT ROLE CATEGORY		WORKLOAD & AVAILABILITY		
Project Leadership	Team Member	Current Projects	Completion	Availability
	Heath Wadsworth, PE, <i>Project Manager</i>	Swift Creek Watershed	December 2022	50%
		Bones Creek Watershed	May 2023	
Stormwater Design	Gordon Rose, PE, LEED AP® <i>Engineer</i>	Adam Street Drainage	December 2022	60%
		Lock's Creek Drainage	June 2023	
	Jim Reed, PE <i>Project Engineer</i>	Ramsey Street Storage	December 2022	65%
		Lock's Creek Drainage	March 2023	
Surveying & SUE	Parks Icenhour, PE, PLS <i>Project Surveyor</i>	BP7.R026 and BP7.R027 NCDOT Bridge/Culvert Replacements	November 2022	15%
		Town of Smithfield CSX Culvert Replacement Project	November 2022	
	Rich Ringler <i>SUE Director</i>	SGWASA I-85 Sewer Replacement	December 2022	10%
Environmental Permitting		BP7.R026 and BP7.R027 NCDOT Bridge/Culvert Replacements	November 2022	
	Phil May, PWS <i>Environmental Permitting</i>	GFL Red Rock Disposal – Individual Permit	November 2022	10%
		Roanoke Valley Resource Authority – Individual Permit	November 2022	



Section 06 | References

Billy Lee, PE

Stormwater Operations
Manager | Town of Cary

316 N. Academy Street
Cary, NC 27513

919.462.3932

billy.lee@townofcary.org

Byron Reeves, PE, CFM

Assistant Public Services
Director - Engineering | City
of Fayetteville

433 Hay Street
Fayetteville, NC 28301

910-433-1301

byron.reeves@fayettevillenc.gov

James Rice, PE

HDR, Inc.

555 Fayetteville Street
Suite 900
Raleigh, NC 27601

919.232.6600

james.rice@hdrinc.com

Two Creeks at Planetree: Town of Cary, NC

A group of townhouses in Cary were experiencing minor structural flooding due to the backwater created from a downstream culvert crossing. The roadway, Two Creeks Drive, also overtopped during moderate storm events. A hydraulic study assessed the adequacy and backwater impacts of the drainage system at Two Creeks Drive and estimated the floodplain limits upstream. Potential solutions were assessed that would relieve and/or alleviate the flooding problems. Construction documents were then prepared to replace the three 48-inch existing culvert pipes with a 9-foot by 7-foot box culvert and a parallel 9-foot by 5-foot box culvert

Design Completion: July 2018 | Construction Completion: August 2020

Construction Cost Bid: \$806,000 | Final Construction Cost: \$847,000 (two change orders as requested by Town)

Flea Market Drainage Improvements: City of Fayetteville

This project was part of a larger grant award from the Natural Resources Conservation Service (NRCS) involving several projects in the Fayetteville area. This project repair of a failed section of 60-inch diameter pipe where the subsequent erosion was threatening an adjoining parking lot. The existing pipe was replaced with a 72-inch diameter along with a downstream plunge pool and streambank armoring.

Design Completion: December 2020 | Construction Completion: April 2022

Construction Cost Opinion: \$377,500 (estimate by NRCS - April 2020) | Final Construction Cost: \$390,000 (actual bid - May 2021)

I-540 Design/Build: NCDOT

As a sub-consultant to HDR, Gradient performed storm drainage analysis and design and development of erosion control measures for a 2-mile portion of the proposed I-540 highway in Raleigh, NC .

Design Completion: July 2019 | Construction Completion: Scheduled for December 2023

Proposed Fee: \$303,000 | Final: \$303,000



Section 07 | Exceptions

Exceptions

Gradient takes no exceptions nor asks for any deviations to the required scope of services outlined in the Request for Qualifications.

Litigation

Gradient has not been involved in any lawsuits, administrative claims or fine proceedings during its four plus years of existence. In addition, none of the members of the firm, during their tenure with prior firms, were involved with any lawsuit, claim or proceeding during the 10 previous years.



ROY COOPER

Governor

ELIZABETH S. BISER

Secretary

SHADI ESKAF

Director



NORTH CAROLINA
Environmental Quality

April 21, 2022

Gerald D. Vincent, Town Manager
Town of Angier
PO Box 278
Angier NC 27501

Subject: Letter of Intent to Fund
Southwest Angier Drainage Basin Flood
Migration Measure #3
American Rescue Plan-Earmark
Project No.: SRP-SW-ARP-0006

Dear Mr. Vincent:

The Division of Water Infrastructure has reviewed your *Request for Funding*, and determined your project is eligible to receive American Rescue Plan (ARP) funding from the State Fiscal Recovery Fund established in S.L. 2021-180. Projects funded from the State Fiscal Recovery Fund must meet applicable federal law and guidance for the ARP funds. The ARP Project Grant will be one hundred percent of eligible project costs up to a maximum of \$400,000.

The first milestone is the submittal of a Bid and Design Package by August 1, 2022. Please note that this intent to fund is contingent on meeting **all** of the following milestones:

<u>Milestone</u>	<u>Date</u>
Apply for all Necessary Permits*	ASAP
Bid and Design Package Submittal (obtain all permits)	August 1, 2022
Bid and Design Package Approval	December 1, 2022
Advertise Project, Receive Bids, Submit Bid Information, and Receive Authority To Award	April 3, 2023
Execute Construction Contract(s)	May 1, 2023
Receive last reimbursement - Statutory	December 31, 2026

*An engineering alternatives analysis (EAA) may be required on certain projects.

Failure to meet any milestone may result in the forfeiture of funding for the proposed project.

Note that the Division will make no reimbursements of ARP funds after December 31, 2026



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

Gerald D. Vincent, Town Manager
April 21, 2022
Page 2 of 2

The State Environmental Policy Act exempts projects funded by the State Reserve (such as this project) from state-mandated environmental review. Federal requirements may still apply. [NCGS 113A-12(2)h.]

Upon detailed review of the project during the funding process, it may be determined that portions of your project are not eligible for funding.

US Treasury Requirements

Projects with an expected total cost of ten million dollars or more must meet US Treasury requirements for prevailing wage rates, project labor agreements, and related requirements. Recipients can either *certify* meeting the requirements or provide *plans* and *reports* as the [SLFRF Compliance and Reporting Guidance \(treasury.gov\)](#) specifies.

If you have any questions, please contact James E. Baltzer, PE, by phone at (919) 707-9163 or by email at james.baltzer@ncdenr.gov.

Sincerely,



Jon Risgaard, Chief
State Revolving Fund Section

CC: William W. Dreitzler, PE, DM2 Engineering, PLLC, Wilmington, NC
Ken Pohlig, PE (DWI, via email)
James E. Baltzer, PE (DWI, via email)
Mark Hubbard, PE (DWI, via email)
ARP Project File (**COM_LOIF**)

MANAGER'S REPORT &
STAFF REPORTS

HUMAN RESOURCES



HR/PAYROLL MONTHLY REPORT

FOR THE MONTH OF:

January 2023

- Processed payroll Regular on 1/13/23 \$71,958.66, Severance on 1/13/23 \$83,793.50 and Regular on 1/27/23 \$70,985.98
- Compiled & Submitted Monthly Retirement Report on 1/30/23
- Remitted Federal & State payroll tax on 1/13/23 and 1/27/23
- Invoiced Harnett County SRO Contract for January 2023
- Sent out reminders for annual evaluations
- Advertised for New positions approved in budget
 - Public Works Utilities Maintenance Worker
 - 2 Patrol Officer Positions
 - Planner I Position
- Processed applications as they were sent in and provided to the departments for review and consideration

ENGINEERING

Memo

To: Richard Hicks, Interim Town Manager
From: Bill Dreitzler, P.E., Town Engineer
Date: February 2, 2023
Re: February 2023 BOC Meeting - Engineer's Staff Report

Please consider my staff report for the scheduled February, 2023 Board of Commissioners meeting:

Hwy 210 Sidewalk Extension Project

NCDOT has approved 2 Supplementals for this project and a third is still under review. The approved Supplementals were for, sewer services and fire hydrants that had to be relocated. The Supplemental under review is for a Florida flume. The Supplementals will add these work items as line items within the project. We also have a time extension request submitted by Lanier Construction under review by NCDOT. If accepted, the project completion date will be late March 2023. It is possible that moving the completion date to March 2023 may require an extension to the Town's Agreement with NCDOT to allow time for final inspections, audit meeting and close-out with NCDOT. We estimate the project to be approximately 80% complete.

Project Budget

Federal Funding:	\$ 888,548.00
Town Funding:	<u>574,838.00</u>
Project Budget:	\$ 1,463,386.00

Willow, Junny and West Lillington Sidewalk Extension – LAPP (EB-6020)

Summit Engineering has submitted 30% drawings to NCDOT for initial review. In addition, maps to be used for public information meetings have been submitted for NCDOT review and approval. Staff met with Summit and the utility relocation subconsultant on Thursday, January 26, 2023 to discuss impacts to existing utilities. Potential relocation of water and sanitary sewer lines were identified and discussed. However, final determination will be made after the storm drainage system has been designed as conflicts with storm lines and inlets will be key. The current project schedule continues to indicate a construction LET date in July 2024.

Wastewater Inflow/Infiltration Evaluation

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 was received on 10-26-2021 and is currently under staff review. The Report has broken down recommended repairs as Priority 5, Priority 4 and Priority 3 as per the NASSCO Rating System. Priority 5 represents locations with sewer lines in the worst condition and needing repairs in the near-term. Priority 4 represents identified sewer lines with severe defects. Priority 3 represents identified sewer lines with moderate defects that will continue to deteriorate if not repaired. The opinion of cost for repairs are:

Priority 5: \$ 208,438
Priority 4: \$ 225,625
Priority 3: \$ 226,875
Total Cost: \$660,938

Town staff is evaluating potential funding sources for the proposed I/I repairs. Removing I/I from our wastewater collection system reduces our monthly treatment cost with Harnett Regional Water.

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 underway. 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 met for a work session to mark-up Roadway details on January 13, 2022. Upon final mark-up edits, the details will be provided to our drafting consultant. **No change in status since last month.**

Sanitary Sewer Flow Tracking

Through December 2022 our Average Daily Flow (ADF) to the North Harnett Regional Wastewater Treatment Plant is 0.558 MGD or roughly 55.4% of our 1.008 MGD treatment allocation. We are currently tracking 0.702 MGD in obligated but not yet tributary flows (16 different active developments). Therefore, our ADF + NYT flow is over our permitted capacity by 0.252 MGD. In addition, we are tracking 6 additional developments that are in the design phase that currently total 0.518 MGD in projected wastewater flow.

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 1.25 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. Based on recent staff communication with HRW, the additional 1.0 MGD will be handled via a Memorandum of Understanding that will be drafted at a time when the actual construction cost for the current expansion is known.

Pump Station #1 – Dupree Street and Pump Station #6

Temple Grading and Construction Company, Inc. was the low bidder with a bid price of \$3,866,083.00 and has been issued a Notice to Proceed. Based on material price increases and modifications in the scope, the project has incurred \$442,330 in change order cost. Therefore, the current contract amount is \$4,308,413. Additional increased cost in material supply is anticipated. We are currently estimating that PS#6 will go on-line in March 2023. Installation of the pump station wet well has begun and is anticipated to be completed in early February. Regular progress meetings are being held with the contractor and staff to keep the project moving and address issues that may arise as early as possible. The project is approximately 35% complete.

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. **Based on direction at the budget retreat, staff is preparing an updated memorandum regarding a Stormwater Utility Fee to include recommendations on a path forward.**

500,000 Gallon Elevated Water Storage Tank

Staff held a kickoff meeting with MBD Consulting on Thursday, August 25, 2022. The Basis of Design Study was completed and submitted by MBD on December 12, 2023. Remaining pre-design decisions include the type of tank, location of the booster pump station and finalizing the tank location on Junny Road. Staff will present the two tank type alternatives to the Commissioners for selection. Under consideration is a Leg Tank and a Pedosphere Tank. The Pedosphere is the tank type erected on Kennebec Church Road and will cost approximately \$500,000 more than a Leg Tank. The geotechnical evaluation, including soil borings will occur after selection of the tank type. Under consideration is the inclusion of both tank types as alternatives within the Construction Bid Documents. This option will result in a moderate increase to the geotechnical evaluation cost.

Old Core Water Distribution System Replacement Project

The Town received a Letter of Intent to Fund this project from NC DEQ on March 11, 2022. The next step in this process will be to prepare and advertise a Request for Qualifications (RFQ) for the selection of an engineering design consultant. The RFQ was advertised on August 22, 2022 and submittals are to be received by September 22, 2022. Staff will review the submittals independently and based on the final ranking select a firm for contract negotiations. **Staff is in the process of negotiating a fee agreement with the selected consultant. Based on the extensive scope of this project, the fee negotiation phase will take time. Staff will bring a recommendation of award to the Board of Commissioners at the February 2023 BOC meeting.**

Southwest Drainage Basin Mitigation Measure #3 (MM#3)

On June 3, 2022 the Town received a letter from NC DEQ notifying us that we have been approved for American Rescue Plan funding from the State Fiscal Recovery Fund in the amount of \$400,000. These funds will be used to supplement the cost of engineering design, permitting and construction of MM#3. This project will increase capacity for road culverts at South Broad and Hidden Acres Estates. This is a flood prone area during heavy rain events with frequent overtopping of the roadways. The Gradient Study estimated a total cost of \$800,000 for MM#3. The ARP funds will be supplemented by Town of Angier General Funds. **Staff has made a design consultant selection and has received the initial draft of a fee proposal. Staff will bring a recommendation of award to the Board of Commissioners at the February 2023 BOC meeting.**

Wastewater Treatment Additional Capacity Purchase – Supplemental Funding

The Town received a Letter of Intent to Fund this project from NC DEQ on March 11, 2022. We are coordinating with the State and Harnett Regional Water on the process and timing for release of this funding. The Town received \$3,293,750 in ARPA Earmark funds to be used as a supplement to the cost of the additional 1.25 MGD in wastewater treatment capacity in the North Harnett Regional Wastewater Treatment Plant. In the current budget, the Town received an additional \$2.85M that will be applied towards the purchase of the additional wastewater treatment capacity. Therefore, the total ARP funds that will be applied to treatment capacity is \$6,143,750. NC DEQ Division of Water Infrastructure submitted an Offer & Acceptance for ARP Funding for Project No. SRP-W-ARP-0019. Although we submitted required documents for the 2021 and 2022 earmarks, DWI has combined the funds being used for the wastewater treatment expansion project. Therefore, a new Resolution is required for the \$6,143,750 combined amount. Staff has received an "First Amendment to Utility Agreement" from Harnett County and the document is under review. This amendment will formalize the terms of the purchase of 1.25 MG of additional wastewater treatment capacity in the North Harnett Regional Wastewater Treatment Plant.

System Development Fee – 5-year update

The Town has engaged Envirolink to provide the 5-year update to our System Development Fee Report. The Report is required by statute to be updated, at a minimum, every 5-years. Staff has completed 2 meetings with Envirolink and continues to provide documents as needed. A 3rd meeting is being scheduled for early February. The February meeting will result in an initial draft report.

McIver and Wilma Sidewalk Extension LAPP

The Town has been notified by CAMPO that the “Angier Elementary School Sidewalk Connection” project has been funded. The CAMPO cost is \$878,400 and the Town match is \$219,600. The project will kick off with mandatory LAPP training in March 2023. Staff is also working with NCDOT Division 6 regarding options to combine the LAPP funds with available NCDOT funds for sidewalks in this area.

Additional Capital Projects – Funding Source Evaluation

Staff continue to evaluate funding opportunities for the following projects on our Capital Improvement Program:

- Southwest Angier Drainage Basin Study MM1 and MM2.
- Wastewater Collection System Inflow and Infiltration Repairs.

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 requested by the Town Manager.
- Meet with citizens on an on-call basis for issues predominately related to storm drainage.

Sincerely,

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

Bill Dreitzler, P.E., Town Engineer

12-month Flow Totals

Jan-22	22.082
Feb-22	16.059
Mar-22	22.291
Apr-22	19.737
May-22	15.496
Jun-22	12.207
Jul-22	12.409
Aug-22	12.554
Sep-22	14.987
Oct-22	14.991
Nov-22	16.441
Dec-23	24.260

ADF

203.514
0.558Not Yet Tributary Flow

Kathryn's Retreat 46 lots x 360	0.017
Whetstone Phase 2 19 lots X 225	0.004
Andrews Landing TH 9 units x 360	0.003
Honeycutt Oaks 254 lots x 360	0.091
Lynn Ridge 66 lots x 360	0.024
Coble Farms West 142 lots x 360	0.051
Neill's Pointe 168 lots x 360	0.06
Highland Ridge 256 lots x 480	0.123
Spring Village 259 lots x 360 15 lots x 480	0.1
Cotswold PUD 111 units x 360	0.04
Kennebec Crossing 83 lots x 360	0.03
Tanglewood 29 lots x 360	0.01
Tanglewood 3 68 lots x 360	0.024
Williams Street Place 39 lots x 360	0.014
Camden Place 163 lots x 360	0.059
Myrtle Manor 57 lots x 360	0.021
63 lots x 480	0.03
6 lots x 240	0.001
Subtotal	0.702

CD Review Phase

Wimberly (340)	0.122
Sherri Downs (250)	0.090
White Oak Crossing (342)	0.123
Easley's Pond (152)	0.055
Station Pointe (266)	0.096
Vaughn Farms (88)	0.032
Subtotal	0.518

Total flow to HC thru PS # 9 and CS# 1 and CS # 2

ADF + NYT	1.260	%	1.250
Add in Land Application		%	1.044
ADF + NYT + Identified	1.778	%	1.764
Add in Land Application		%	1.473

LAST UPDATE: 1-11-2023

PARKS & RECREATION

MONTHLY REPORT
ANGIER PARKS & RECREATION
January 31, 2023

- Basketball and Cheerleading for basketball season are about half way complete and we have 30 teams participating in our winter sports program this season. Games will continue at Angier Elementary School Gym Monday through Friday and Saturdays through end of February.
- Carolina Recreation & Design LLC has completed construction of our new playground at the north end of Jack Marley Park. Within minutes of opening the new playground on Friday, January 20th we had numerous families out enjoying the newly installed play structures. The new playground looks great and we are hoping to get the south end a new playground by Jack Marley Park entrance installed next winter as well.
- Construction to get the ditch by the Dog Park re-graded and new rip-rap rock installed to make that area a little more appealing to the eye when you are driving in and out of Jack Marley Park is scheduled to begin any day now. Construction should be completed by middle of February.
- We will be installing a fresh application of mulch for the Dog Park week of February 6th. We will also mulch all of the landscape beds at Jack Marley Park during that time as well.
- We will begin our early spring maintenance on all of the playing fields during the month of February.
- Registration for spring sports begins on Monday February 20th and will continue through Friday, March 17th. This spring Angier Parks & Rec. Department is offering: T-Ball, Coach Pitch Baseball, Midget League Baseball, Little League Baseball and Junior League Baseball. The baseball leagues are for ages 3-15. 10u, 12u and 15u Girls Softball. 5u Soccer, 8u Soccer and 11u Soccer. It should be a very busy spring for the Angier Parks & Rec. Department.

PLANNING & INSPECTIONS



Town of Angier
Planning & Inspections Department
919-331-6702



Robert K. Smith
Mayor

Richard Hicks
Interim Town Manager

Planning and Inspections Department
Monthly Report: January 2023

Permitting/Inspection Totals – Month of January 2023:

Total Permits Issued: **67**

Building Inspections Performed: **232**

New Construction Permits Issued - Residential: **22**

New Construction Permits Issued - Commercial: **0**

Total Fees Collected: **\$23,166.75**

2022-2023 Fiscal Year Totals:

New Construction - Residential: **134**

New Construction - Commercial: **1**

Total Fees Collected: **\$149,475.00** (74.73% of Budgeted Revenue)

*Fiscal Year Budgeted: **\$200,000***



Town of Angier
Planning & Inspections Department
919-331-6702



Robert K. Smith
Mayor

Richard Hicks
Interim Town Manager

Subdivisions – Current Status:

Whetstone Phase II: Home Construction Underway

Kathryn's Retreat: Home Construction Underway

Coble Farms West: Home Construction Underway

Honeycutt Oaks PUD: Site Construction Underway

Lynn Ridge: Home Construction Underway, Phase 3 Recorded

Neill's Pointe: Home Construction Underway, Phases 6 & 7 final plat approved

Highland Ridge: Site Construction Underway

Kennebec Crossing: Site Construction Underway, Final Plat approved

Spring Village PUD: Phase 1 Recorded

Tanglewood 1: Home Construction Underway

Tanglewood 3: Annexation Recorded

Cotswold PUD: Site Construction Underway

Camden Place PUD: Site Construction Underway

White Oak Creek Crossing PUD: Construction Drawings Under Final Review

Myrtle Manor PUD: Construction Drawings Approved, Site Work underway

Sherri Downs: Construction Drawings Under Review

Easley Pond: Construction Drawings Under Review

Vaughan Farms PUD: Master Plan Approved, Awaiting Construction Drawings

Young-Rogers Tract: Preliminary Plat Under Review

Station Pointe: Preliminary Plat Under Review

Multifamily & Nonresidential Projects – Current Status:

Andrews Landing Townhomes (8316 S. NC 55 Hwy): Townhome Construction
Nearing Completion

Circle K (NC 55 Hwy and Kennebec Church Rd): Site Plan approved

Angier Medical Complex (N Raleigh St and Logan Ct): Site Plan approved

Code Enforcement Spreadsheet Attached



Town of Angier

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

Robert K. Smith
Mayor

Gerald Vincent
Town Manager

CODE ENFORCEMENT DIVISION ACTIVITY REPORT FOR MONTH OF JANUARY 2023

NEW INVESTIGATIONS: 20

Nuisance: 10
Zoning: 9
Minimum Housing: 1

OPEN/ ACTIVE CASES: 20

Nuisance: 10
Zoning: 7
Minimum Housing: 3

CASES CLOSED: 14

Nuisance: 9
Zoning: 5
Minimum Housing: 0

CIVIL CITATIONS: 1 - 219 North Broad Street (Fines Paid \$50)

PENDING ABATEMENTS: 1 – 325 North Willow (Dilapidated Accessory Structure)

COMPLETED ABATEMENTS

Nuisance: 30 Cambridge Drive – Vegetation Exceeding 12”
Nuisance: 219 North Broad Street – Obstruction of Sight Triangle (Shrubs Cut Below 2’)
Zoning: Anthem Church 455 W. Depot – Sign in right of way (Sign Removed)

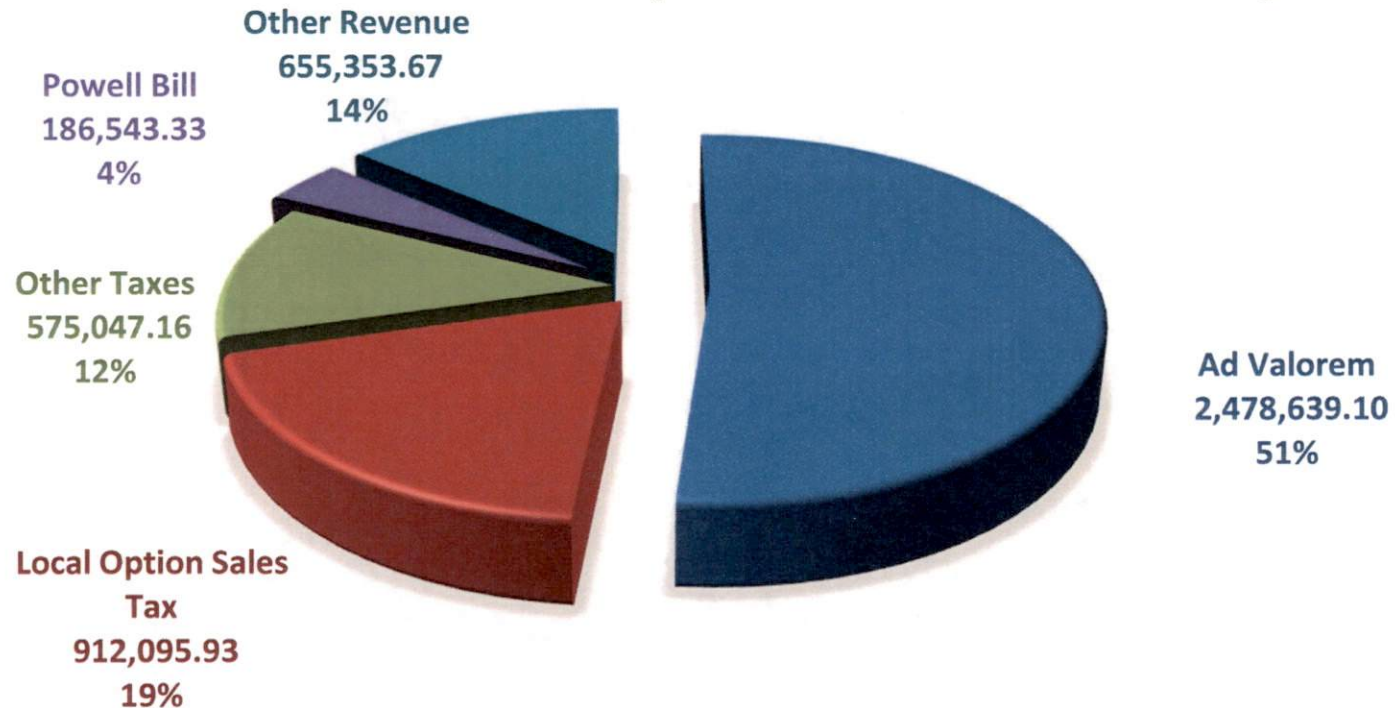
FINANCE



Town of Angier

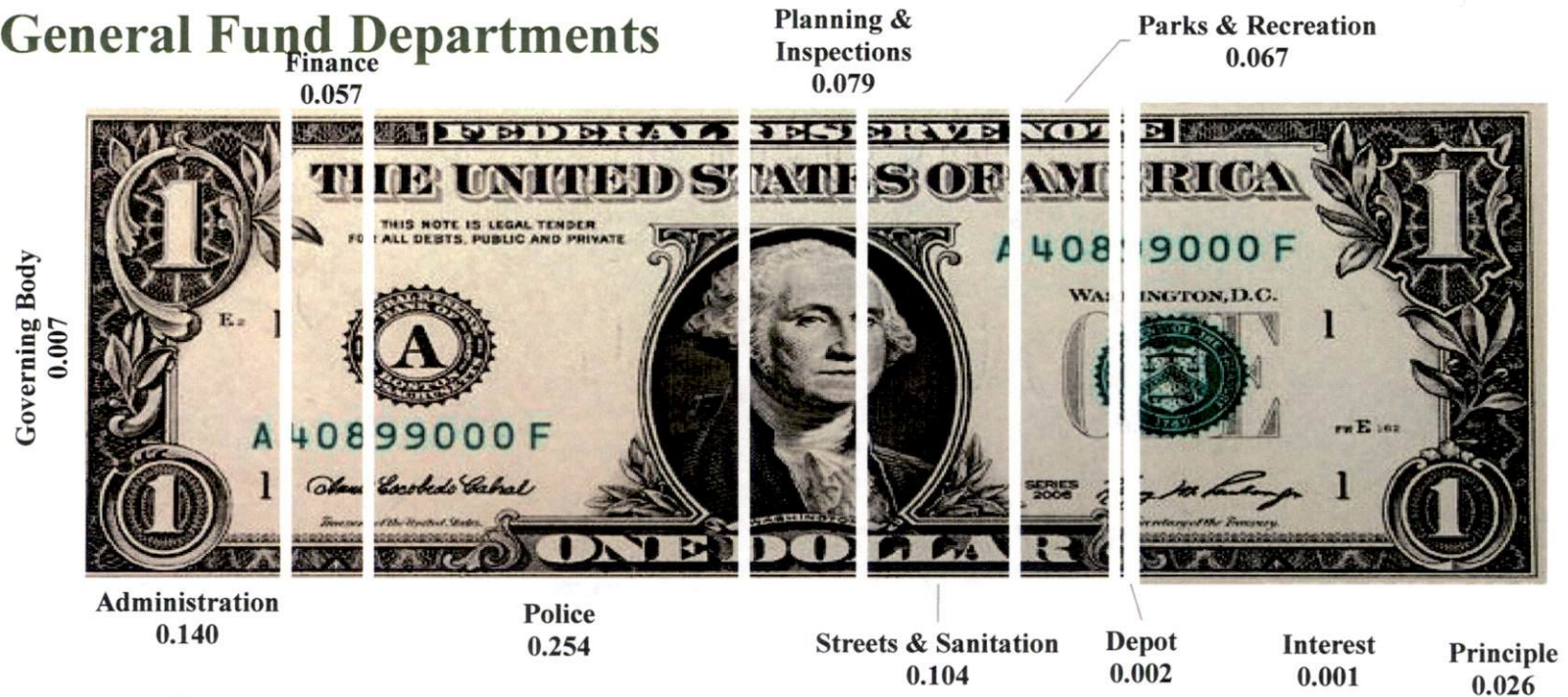
February 2023 Financial Report

GENERAL FUND REVENUE (INCLUDING POWELL BILL)





General Fund Departments

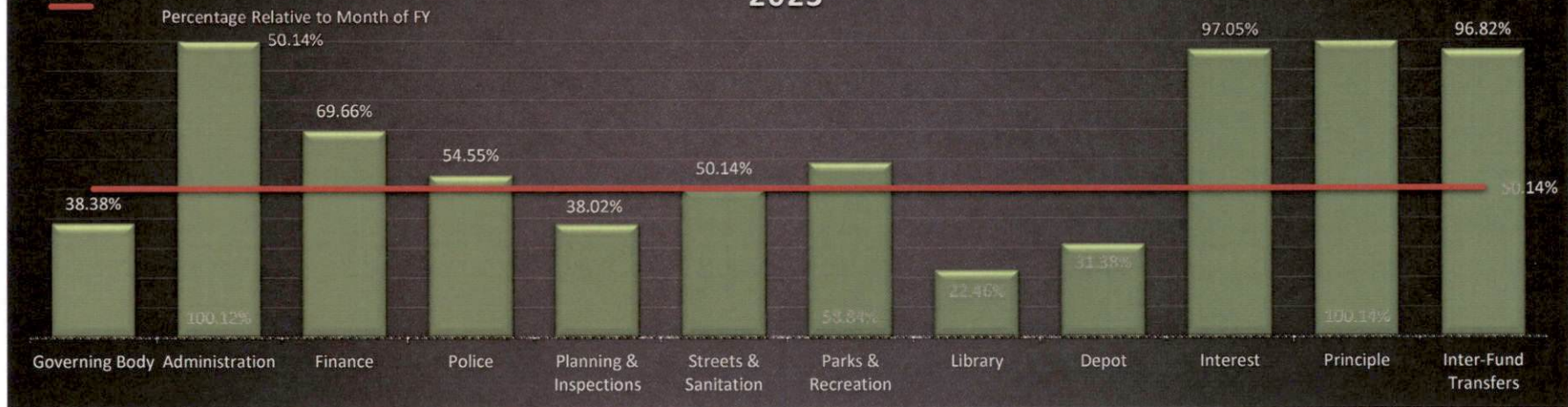


Your Tax Dollar at Work

Cents to the Dollar

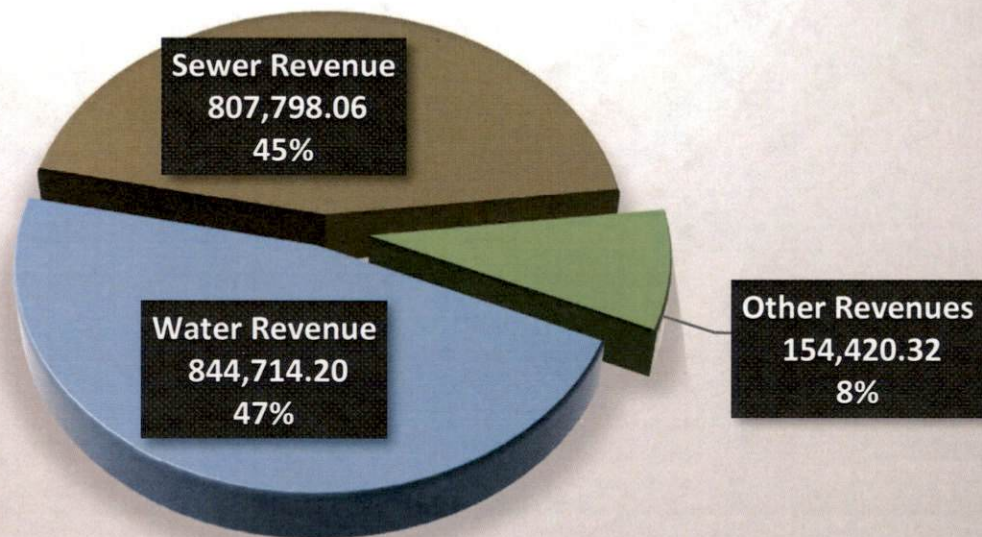


General Fund Departmental % Spent Relative to Month within Fiscal Year 2023



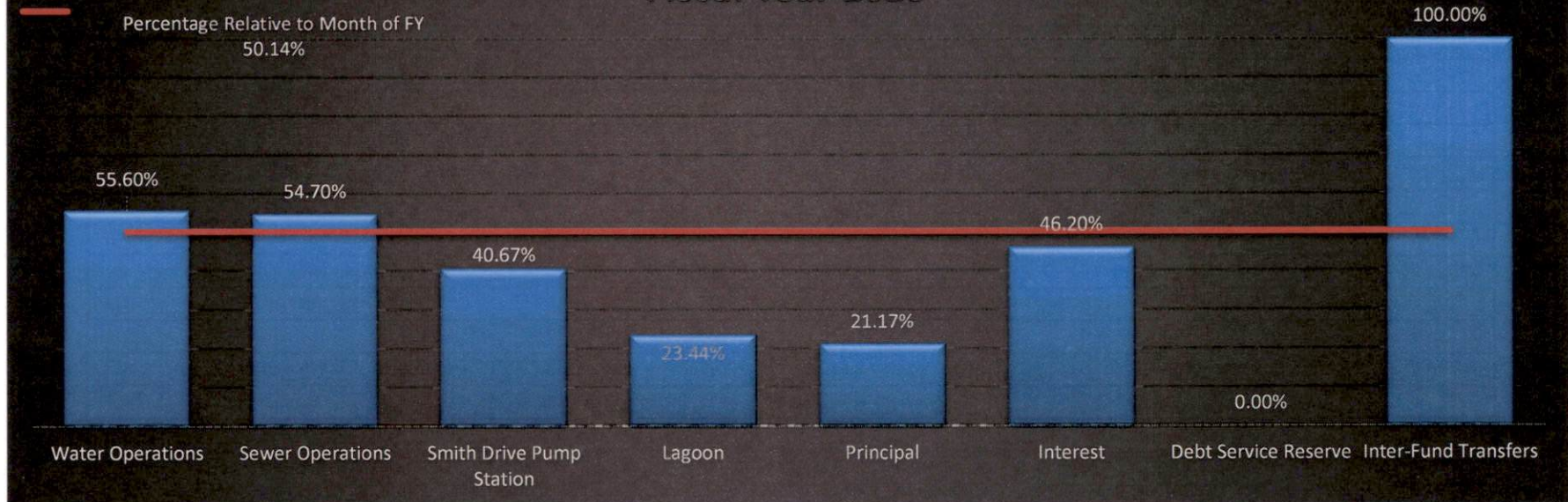


Water & Sewer Fund Revenue





Water & Sewer Departmental % Spent Relative to Month within Fiscal Year 2023

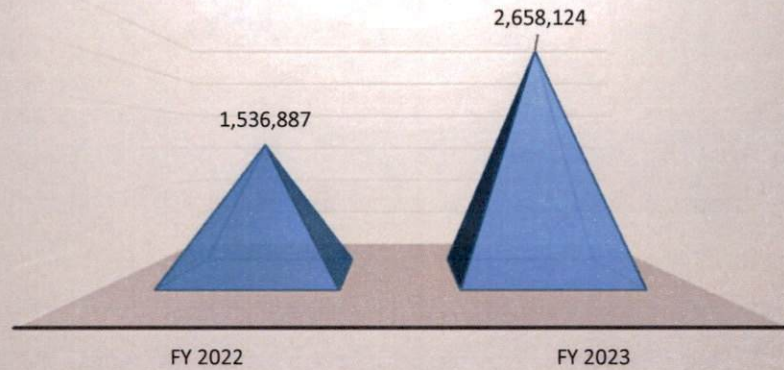




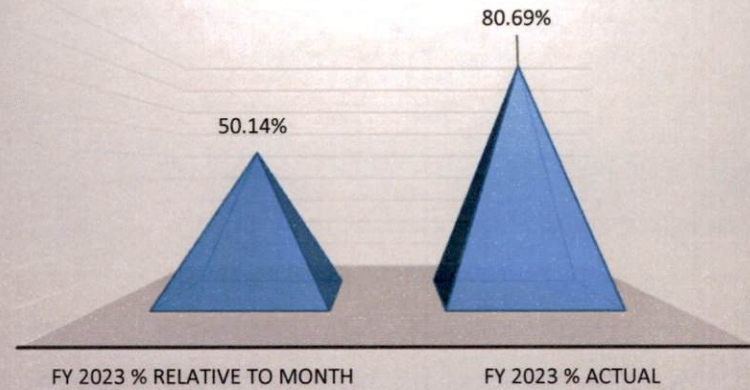
SALES AND USE TAX ANALYSIS FY's 2015-2023									
	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
JULY	\$ 45,037.32	\$ 50,244.39	\$ 56,084.29	\$ 66,869.58	\$ 65,195.40	\$ 77,370.47	\$ 73,777.08	\$ 99,205.03	\$ 129,678.23
AUGUST	\$ 45,670.51	\$ 49,930.99	\$ 55,557.40	\$ 61,087.65	\$ 72,533.17	\$ 76,455.85	\$ 83,580.63	\$ 104,823.15	\$ 124,473.97
SEPT	\$ 52,446.12	\$ 55,797.12	\$ 67,886.26	\$ 66,601.23	\$ 73,538.08	\$ 82,101.99	\$ 95,415.88	\$ 114,026.62	\$ 134,669.68
OCT	\$ 43,269.18	\$ 53,165.24	\$ 52,701.25	\$ 61,370.24	\$ 58,542.31	\$ 76,940.98	\$ 90,420.40	\$ 105,684.08	\$ 130,847.86
NOV	\$ 50,359.42	\$ 43,719.03	\$ 60,488.28	\$ 65,335.23	\$ 66,991.57	\$ 76,243.84	\$ 84,738.69	\$ 106,173.65	\$ 133,051.25
DEC	\$ 39,041.39	\$ 51,358.88	\$ 62,670.74	\$ 67,374.14	\$ 69,018.88	\$ 76,768.83	\$ 82,731.52	\$ 115,478.70	\$ 135,156.33
JAN	\$ 49,563.38	\$ 48,985.49	\$ 60,488.28	\$ 59,520.04	\$ 71,875.13	\$ 79,174.71	\$ 85,773.42	\$ 117,637.65	\$ 124,217.71
FEB	\$ 46,618.33	\$ 50,354.19	\$ 64,688.65	\$ 68,248.48	\$ 75,991.44	\$ 78,426.77	\$ 91,131.96	\$ 120,791.01	
MARCH	\$ 58,298.98	\$ 60,691.74	\$ 73,243.06	\$ 75,235.74	\$ 80,537.79	\$ 83,543.99	\$ 102,935.98	\$ 130,563.39	
APRIL	\$ 44,937.03	\$ 44,835.77	\$ 53,970.97	\$ 57,544.30	\$ 65,539.52	\$ 67,996.27	\$ 90,251.80	\$ 105,285.71	
MAY	\$ 42,622.56	\$ 47,875.96	\$ 60,008.79	\$ 58,211.82	\$ 64,390.11	\$ 68,856.81	\$ 71,307.59	\$ 102,743.53	
JUNE	\$ 47,167.89	\$ 57,925.24	\$ 70,884.97	\$ 71,628.50	\$ 82,125.20	\$ 79,460.71	\$ 105,550.51	\$ 130,776.42	
TOTAL	\$ 565,032.11	\$ 614,884.04	\$ 738,672.94	\$ 779,026.95	\$ 846,278.60	\$ 923,341.22	\$ 1,057,615.46	\$ 1,353,188.94	\$ 912,095.03
Increase/(Decrease)									
Previous FY	\$ 40,092.89	\$ 49,851.93	\$ 123,788.90	\$ 40,354.01	\$ 67,251.65	\$ 77,062.62	\$ 134,274.24	\$ 270,347.57	\$ 149,066.15
% Growth	7.64%	8.82%	20.13%	5.46%	8.63%	9.11%	14.54%	27.95%	19.54%



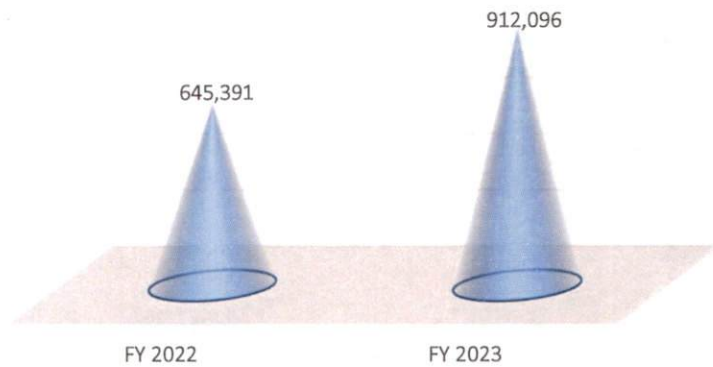
Ad Valorem (FY 2022 vs FY 2023 Actual)



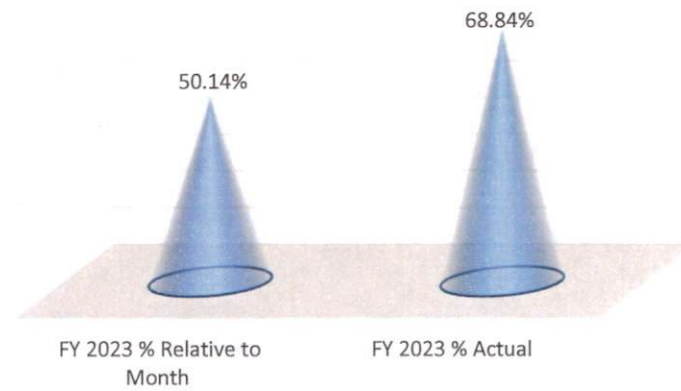
Ad Valorem (% Budget vs % Actual)



LOST (FY 2022 vs FY 2023 Actuals)

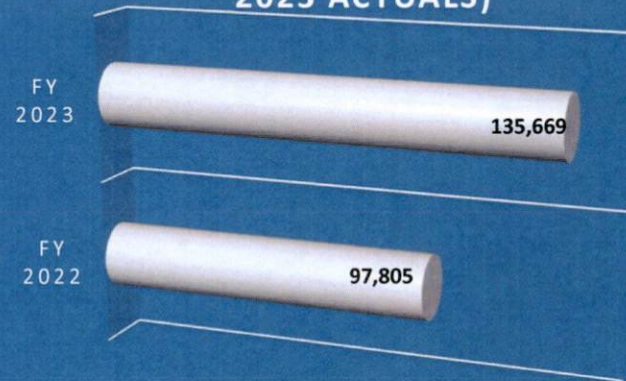


LOST (% Budget vs % Actual)

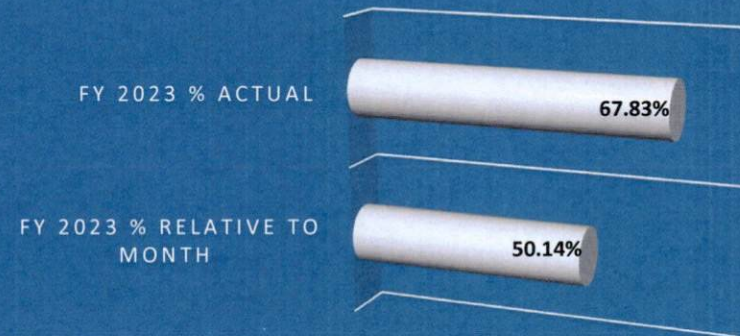




BUILDING PERMITS (FY 2022 VS FY 2023 ACTUALS)



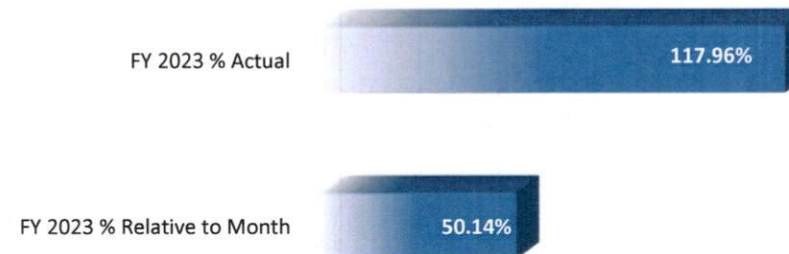
BUILDING PERMITS (% BUDGET VS % ACTUAL)



PLANNING FEES & PERMITS (FY 2022 VS FY 2023 ACTUALS)

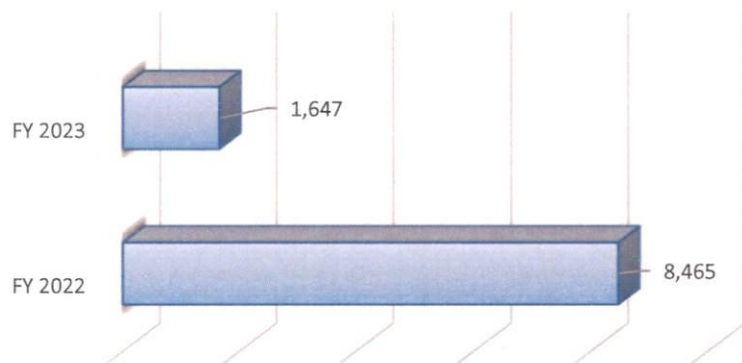


PLANNING FEES & PERMITS (% BUDGET VS % ACTUAL)

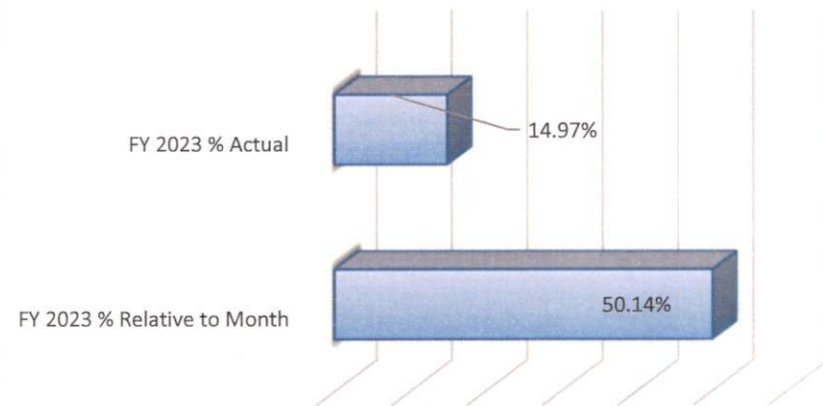




Code Enforcement (FY 2022 vs FY 2023
Actuals)

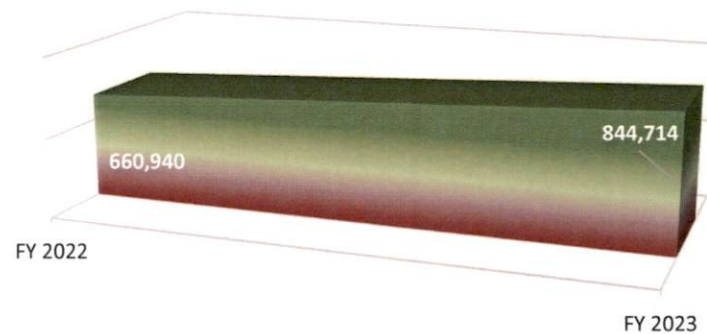


Code Enforcement (% Budget vs % Actual)

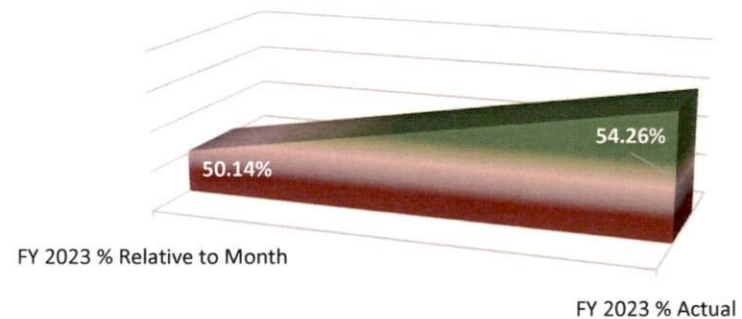




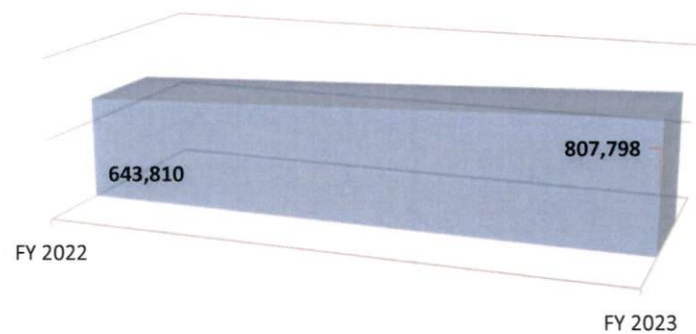
Water Sales (FY 2022 vs FY 2023 Actuals)



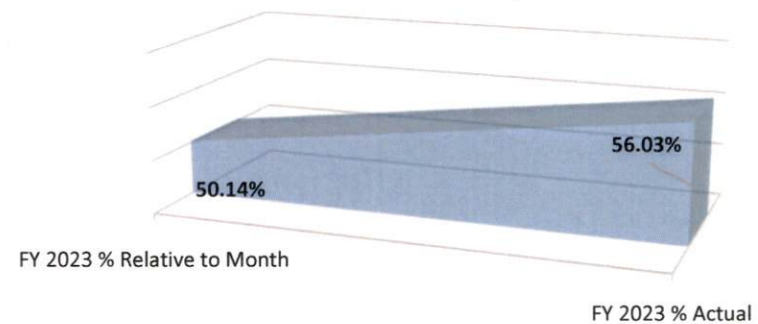
Water Sales (% Budget vs % Actual)



Sewer Sales (FY 2022 vs FY 2023 Actuals)

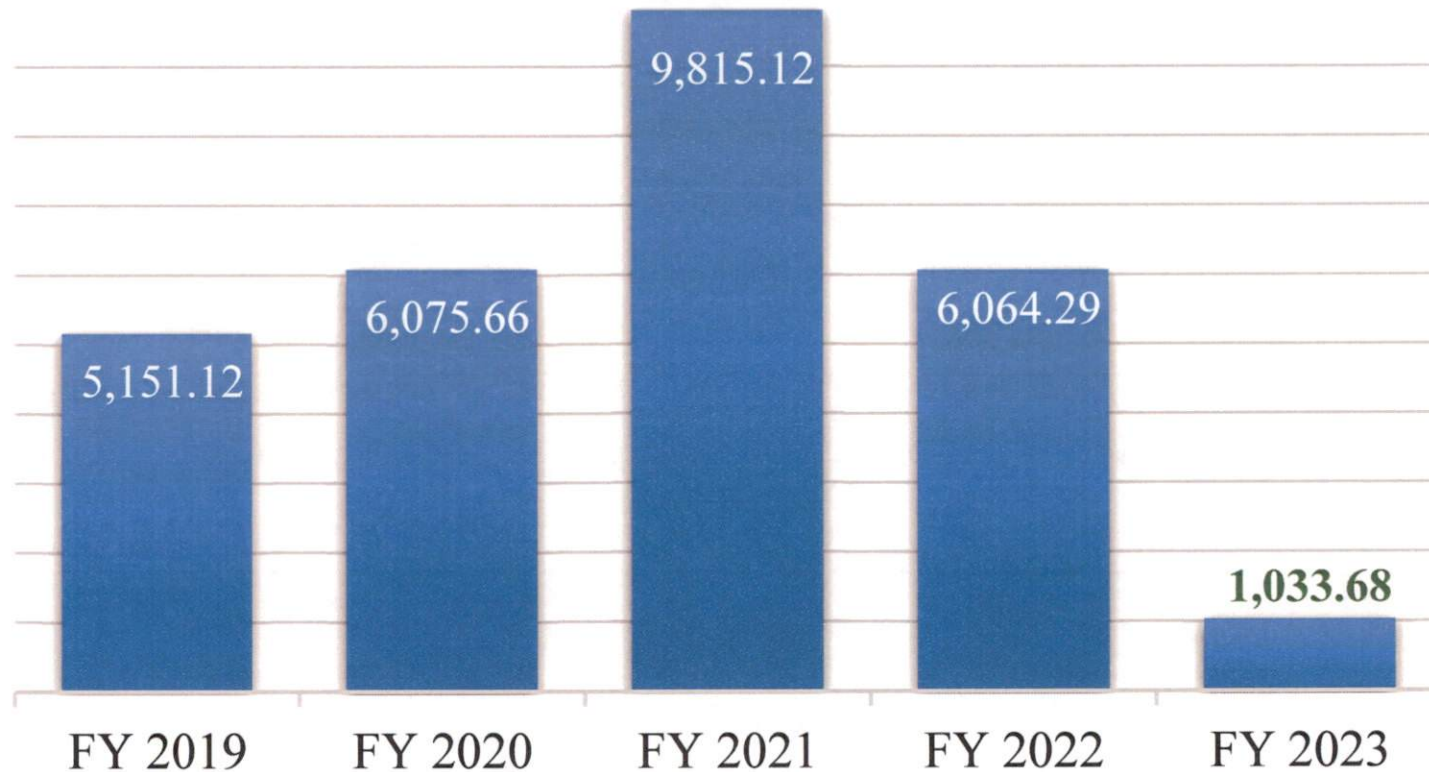


Sewer Sales (% Budget vs % Actual)





(Recovered Utility Delinquencies)





FY 2021 - 2022				FY 2022 - 2023			Profit/Loss		
	Late Fees/ Reconnection fees	Activation Fees	NSF fees	Late Fees/ Reconnection fees	Activation Fees	NSF fees	Late/ Reconnectio n Fees	Activation fees	NSF fees
July	\$ 8,820.00	\$ 2,520.00	\$ 100.00	\$ 8,230.00	\$ 3,500.00	\$ 75.00	\$ (590.00)	\$ 980.00	\$ (25.00)
August	\$ 9,240.00	\$ 3,400.00	\$ 100.00	\$ 8,790.00	\$ 3,401.00	\$ 50.00	\$ (450.00)	\$ 1.00	\$ (50.00)
September	\$ 7,809.60	\$ 2,650.00	\$ 125.00	\$ 7,830.00	\$ 4,298.00	\$ 75.00	\$ 20.40	\$ 1,648.00	\$ (50.00)
October	\$ 6,850.00	\$ 2,050.00	\$ 50.00	\$ 8,160.00	\$ 3,350.00	\$ 150.00	\$ 1,310.00	\$ 1,300.00	\$ 100.00
November	\$ 9,720.00	\$ 2,250.00	\$ 75.00	\$ 7,540.00	\$ 4,500.00	\$ 125.00	\$ (2,180.00)	\$ 2,250.00	\$ 50.00
December	\$ 11,980.00	\$ 3,300.00	\$ 125.00	\$ 6,520.00	\$ 2,950.00	\$ 50.00	\$ (5,460.00)	\$ (350.00)	\$ (75.00)
January	\$ 15,940.00	\$ 2,907.00	\$ 50.00				\$ -	\$ -	\$ -
February	\$ 10,190.00	\$ 3,800.00	\$ 675.00				\$ -	\$ -	\$ -
March	\$ 9,460.00	\$ 4,643.00	\$ 75.00				\$ -	\$ -	\$ -
April	\$ 8,250.00	\$ 4,450.00	\$ 150.00				\$ -	\$ -	\$ -
May	\$ 8,076.00	\$ 4,250.00	\$ 75.00				\$ -	\$ -	\$ -
June	\$ 5,003.00	\$ 4,900.00	\$ -				\$ -	\$ -	\$ -
Subtotal:	\$ 111,338.60	\$ 41,120.00	\$ 1,600.00	\$ 47,070.00	\$ 21,999.00	\$ 525.00	\$ (7,349.60)	\$ 5,829.00	\$ (50.00)



Statement of Revenues & Expenditures December 31, 2022)

General Fund				
	Budget	YTD	Variance	Percentage
Revenues:				
Ad Valorem Taxes	3,071,850	2,478,639.10	(593,210.90)	80.69%
Motor Vehicle Tax	286,568	179,484.45	(107,083.55)	62.63%
Local Option Sales Tax	1,325,000	912,095.93	(412,904.07)	68.84%
Other Taxes	407,500	395,562.71	(11,937.29)	97.07%
Restricted Intergovernmental	106,255	128,994.03	22,739.03	121.40%
Permits and Fees	619,885	372,580.33	(247,304.67)	60.10%
Recreation Department Fees	77,254	62,922.00	(14,332.00)	81.45%
Investment Earnings	3,000	38,607.19	35,607.19	1286.91%
Other General Revenues	27,295	52,250.12	24,955.12	191.43%
Fund Balance Appropriated	680,409	-	(680,409.00)	0.00%
Total Revenues	6,605,016	4,621,135.86	(1,983,880.14)	69.96%
Expenditures:				
	Budget	YTD	Variance	Percentage
Governing Body	72,762	27,925.32	44,836.68	38.38%
Administration	587,666	588,366.49	(700.49)	100.12%
Finance	341,711	238,042.80	103,668.20	69.66%
Police Department	1,952,695	1,065,277.91	887,417.09	54.55%
Planning & Inspections Department	874,694	332,563.76	542,130.24	38.02%
Streets & Sanitation Department	869,255	435,858.98	433,396.02	50.14%
Parks & Recreation Department	478,300	281,447.08	196,852.92	58.84%
Library Department	188,870	42,417.09	146,452.91	22.46%
Depot	21,037	6,600.84	14,436.16	31.38%
Debt Service Obligations:				
Interest	5,738.00	5,568.82	169.18	97.05%
Principle	116,488.00	116,654.35	(166.35)	100.14%
Inter-Fund Transfers	1,095,800.00	1,061,000.81	34,799.19	96.82%
Total Expenditures	6,605,016	4,201,724.25	2,403,291.75	63.61%
Revenues over Expenditures (Spread) ----->		419,411.61		



Statement of Revenues & Expenditures December 31, 2022)

Angier Elementary Drainage Fund				
	Budget	YTD	Variance	Percentage
Revenues:				
Harnett County Board of Education	14,907	-	(14,907.00)	0.00%
INTEREST ON INVESTMENTS	-	199.13	199.13	0.00%
Total Revenues	14,907	199.13	(14,707.87)	1.34%
Expenditures:				
Construction	14,907	-	14,907.00	0.00%
Total Expenditures	14,907	-	14,907.00	0.00%
Revenues over Expenditures (Spread) ----->		199.13		

Statement of Revenues & Expenditures December 31, 2022)

General Capital Reserve Fund				
	Budget	YTD	Variance	Percentage
Revenues:				
Interest Earned	-	18,037.02	18,037.02	0.00%
Transfer from G/F - Junny/Willow	223,250	-	(223,250.00)	0.00%
P&R Development Fees	103,300	179,000.00	75,700.00	173.28%
Municipal Building	1,540,323	-	(1,540,323.00)	0.00%
Fund Balance Appropriated	-	-	-	0.00%
Total Revenues	1,866,873	197,037.02	(1,669,835.98)	10.55%
Expenditures:				
Transfer to Junny/Willow Project	223,250	-	223,250.00	0.00%
Transfer to P&R Project	103,300	-	103,300.00	0.00%
Transfer to Municipal Building Project	1,540,323	-	1,540,323.00	0.00%
Total Expenditures	1,866,873	-	1,866,873.00	0.00%
Revenues over Expenditures (Spread) ----->		197,037.02		



Statement of Revenues & Expenditures December 31, 2022)

Municipal Building Project Fund

	Budget	YTD	Variance	Percentage
Revenues:				
Interest Earned	-	0.47	0.47	0.00%
BANK OF AMERICA P-CARD REBATE	272	272.40	0.40	100.15%
Transfer from General Fund	319,590	-	(319,590.00)	0.00%
Transfer from General Fund CRF	693,855	-	(693,855.00)	0.00%
Total Revenues	1,013,717	272.87	(1,013,444.13)	0.03%
Expenditures:	Budget	YTD	Variance	Percentage
Preconstruction Department	84,849.00	-	84,849.00	0%
Architectural Department	928,868	-	928,868.00	0.00%
Total Expenditures	1,013,717	-	1,013,717.00	0.00%
Revenues over Expenditures (Spread) ----->		272.87		

Statement of Revenues & Expenditures December 31, 2022)

Parks & Recreation Field Rental/Donations Fund

	Budget	YTD	Variance	Percentage
Revenues:				
Interest Earned	-	8.92	8.92	0.00%
Booster Club Proceeds	2,000	4,326.54	2,326.54	216.33%
Booster Club Proceeds	33,000	-	(33,000.00)	0.00%
Total Revenues	35,000	4,335.46	(30,664.54)	12.39%
Expenditures:	Budget	YTD	Variance	Percentage
Facility Repair & Maintenance	272	3,650.00	(3,378.00)	1341.91%
Uniforms	-	-	-	0.00%
Printing & Publishing	2,000	-	2,000.00	0.00%
Professional Services	-	-	-	0.00%
Contract Services	-	-	-	0.00%
Capital Outlay	33,000	12,163.37		36.86%
Total Expenditures	35,272	15,813.37	19,458.63	44.83%
Revenues over Expenditures (Spread) ----->		(11,477.91)		



Statement of Revenues & Expenditures December 31, 2022)

Powell Bill Fund				
	Budget	YTD	Variance	Percentage
Revenues:				
Vehicle Licenses	19,500	13,464.37	(6,035.63)	69.05%
Interest on Investments	-	1,266.78	1,266.78	0.00%
State Street - Aid	138,914	171,812.18	32,898.18	123.68%
Fund Balance Appropriated	-	-	-	0.00%
Total Revenues	158,414	186,543.33	28,129.33	117.76%
Expenditures:	Budget	YTD	Variance	Percentage
Equipment Maintenance	10,272	700.00	9,572.00	6.81%
Fuel	6,000	879.81	5,120.19	14.66%
Materials	10,000	-	10,000.00	0.00%
Contracted Service	132,142	-	132,142.00	0.00%
Paving (Stemming from Vehicle Licenses)	-	-	-	0.00%
Capital Outlay	-	-	-	0.00%
Total Expenditures	158,414	1,579.81	156,834	1.00%
Revenues over Expenditures (Spread) ----->		184,963.52		

Statement of Revenues & Expenditures December 31, 2022)

Junny Road/Willow Street Capital Project Fund				
	Budget	YTD	Variance	Percentage
Revenues:				
TRANSFER FROM GENERAL FUND	125,000	-	(125,000.00)	0.00%
NC DEPARTMENT OF TRANSPORTATION	-	31,644.53	31,644.53	0.00%
Total Revenues	125,000	31,644.53	(93,355.47)	25.32%
Expenditures:	Budget	YTD	Variance	Percentage
ENGINEERING	-	53,788.56	(53,788.56)	0.00%
CONSTRUCTION	125,000	-	125,000.00	0.00%
Total Expenditures	125,000	-	125,000	0.00%
Revenues over Expenditures (Spread) ----->		31,644.53		



Statement of Revenues & Expenditures December 31, 2022)

American Rescue Plan Act & CARES Act Fund

	Budget	YTD	Variance	Percentage
Revenues:				
Interest on Investments	-	23,136.38	23,136.38	0.00%
American Rescue Plan Distribution	1,725,747	862,873.33	(862,873.67)	50.00%
CARES Act Distribution	88,310	-	(88,310.00)	0.00%
Total Revenues	1,814,057	886,009.71	(928,047.29)	48.84%
Expenditures:	Budget	YTD	Variance	Percentage
ARPA Department				
Angier Business Improvement	-	-	-	0.00%
General Fund Government Service	-	-	-	0.00%
Downtown Sewer Improvements	-	-	-	0.00%
WATER/SEWER & DRAINAGE	1,725,747	-	1,725,747.00	0.00%
CARES Act Department				
CARES Act	78,310	-	78,310.00	0.00%
General Fund Utilization	10,000	-	10,000.00	0.00%
Total Expenditures	1,814,057	-	1,814,057.00	0.00%
Revenues over Expenditures (Spread) ----->		886,009.71		

Statement of Revenues & Expenditures December 31, 2022)

HWY 210/Park Street Sidewalk Project Fund

	Budget	YTD	Variance	Percentage
Revenues:				
Interest on Investments	-	640.86	640.86	0.00%
NC Department of Transportation	585,394	168,638.18	(416,755.82)	28.81%
PAYMENT IN-LIEU OF SIDEWALK	-	-	-	0.00%
Transfer from General Fund	804,508	553,675.00	(250,833.00)	68.82%
Total Revenues	1,389,902	722,954.04	(666,947.96)	52.01%
Expenditures:	Budget	YTD	Variance	Percentage
ENGINEERING/CONCRETE TESTING (100%	-	9,810.25	(9,810.25)	0.00%
Engineering	3,413	-	3,413.00	0.00%
Construction	1,386,489	633,816.70	752,672.30	45.71%
Total Expenditures	1,389,902	643,626.95	746,275.05	46.31%
Revenues over Expenditures (Spread) ----->		79,327.09		



Statement of Revenues & Expenditures December 31, 2022)

SW Drainage Project (Mitigation Measure #3)

	Budget	YTD	Variance	Percentage
Revenues:				
NC DEQ DISBURSEMENT	400,000	-	(400,000.00)	0.00%
TRANSFER FROM GENERAL FUND	451,125	451,125.00	-	100.00%
Fund Balance Appropriated	-	-	-	0.00%
Total Revenues	851,125	451,125.00	(400,000.00)	53.00%
Expenditures:	Budget	YTD	Variance	Percentage
DESIGN, PERMITTING, SURVEY, CONST. S	101,526	-	101,526.00	0.00%
CONSTRUCTION CONTINGENCY	63,454	-	63,454.00	0.00%
NC DEQ DISTBURSEMENT	423,025	-	423,025.00	0.00%
MOBILIZATION	21,151	-	21,151.00	0.00%
EROSION CONTROL	42,303	-	42,303.00	0.00%
TRAFFIC CONTROL	31,727	-	31,727.00	0.00%
UTILITY CONFLICTS	84,605	-	84,605.00	0.00%
GEOTECH, STRUCTURAL ENG., & REAL ES	31,727	-	31,727.00	0.00%
CONTINGENCY	51,607	226.25	51,380.75	0.44%
Total Expenditures	851,125	226.25	850,899	0.03%
Revenues over Expenditures (Spread) ----->		450,898.75		



Statement of Revenues & Expenditures December 31, 2022)

Water & Sewer Fund

	Budget	YTD	Variance	Percentage
Revenues:				
Water Sales	1,490,453	844,714.20	(645,738.80)	56.67%
Sewer Sales	1,619,069	807,798.06	(811,270.94)	49.89%
Investment Earnings	5,949	29,247.56	23,298.56	491.64%
Late Fees/Reconnections	130,000	56,150.00	(73,850.00)	43.19%
Other Operating Revenues	242,332	69,022.76	(173,309.24)	28.48%
Transfer from W/S Capital Reserve	-	-	-	0.00%
Total Revenues	3,487,803	1,806,932.58	(1,680,870.42)	51.81%
Expenditures:	Budget	YTD	Variance	Percentage
Water Operations	1,462,386	813,092.56	649,293.44	55.60%
Sewer Operations	889,501	486,523.79	402,977.21	54.70%
Smith Drive Regional Pump Station	579,000	235,479.40	343,520.60	40.67%
Lagoon	70,510	16,530.21	53,979.79	23.44%
Debt Service				0.00%
Principal	288,243	61,015.61	227,227.39	21.17%
Interest	173,163	79,995.85	93,167.15	46.20%
Debt Service Reserve	-	-	-	0.00%
Inter-Fund Transfers	25,000	25,000.00	-	100.00%
Total Expenditures	3,487,803	1,717,637.42	1,770,165.58	49.25%
Revenues over Expenditures (Spread) ----->		89,295.16		



Statement of Revenues & Expenditures December 31, 2022)

NC Department of Environmental Quality Water Line Project (Option 8) Fund

	Budget	YTD	Variance	Percentage
Revenues:				
Interest Earned	-	987.52	987.52	0.00%
NC DEQ Distribution	92,276	-	(92,276.00)	0.00%
TRANSFER FROM WATER & SEWER FUND	25,000	25,000.00	-	100.00%
Total Revenues	117,276	25,987.52	(91,288.48)	22.16%
Expenditures:	Budget	YTD	Variance	Percentage
Professional Fees (Engineering)	2,276	-	2,276.00	0.00%
Capital Outlay (Construction)	115,000	-	115,000.00	0.00%
Total Expenditures	117,276	-	117,276.00	0.00%
Revenues over Expenditures (Spread) ----->		25,987.52		

Statement of Revenues & Expenditures December 31, 2022)

Water & Sewer Capital Reserve Fund

	Budget	YTD	Variance	Percentage
Revenues:				
Interest Earned	0	3661.39	3661.39	0
Pump Stations & Force Main	75,000	-	(75,000.00)	0.00%
Harnett County Sewer Capacity	200,885	-	(200,885.00)	0.00%
Total Revenues	275,885	3,661	(272,223.61)	1.33%
Expenditures:	Budget	YTD	Variance	Percentage
Transfer to Pump Station #1 & #6 Project	75,000	-	75,000.00	0.00%
Transfer to HC Sewer Capacity	200,885	-	200,885.00	0.00%
Total Expenditures	275,885	-	275,885.00	0.00%
Revenues over Expenditures (Spread) ----->		3,661.39		



Statement of Revenues & Expenditures December 31, 2022)

Water Distribution Core System Replacement

	Budget	YTD	Variance	Percentage
Revenues:				
INTEREST EARNED	-	-	-	0.00%
NC DEQ/DWI DISTRIBUTION	4,250,000	-	(4,250,000.00)	0.00%
Fund Balance Appropriated	-	-	-	0.00%
Total Revenues	4,250,000	-	(4,250,000.00)	0.00%
Expenditures:	Budget	YTD	Variance	Percentage
PRINTING & PUBLISHING	-	208.15	(208.15)	0.00%
PERMITTING	25,000	-	25,000.00	0.00%
PROFESSIONAL FEES (ENGINEERING DESI	240,000	-	240,000.00	0.00%
CONSTRUCTION COSTS	3,400,000	-	3,400,000.00	0.00%
LAND SURVEYING COSTS	75,000	-	75,000.00	0.00%
CONTINGENCY (15%)	510,000	-	510,000.00	0.00%
Total Expenditures	4,250,000	208.15	4,249,792	0.00%
Revenues over Expenditures (Spread) ----->		(208.15)		

Statement of Revenues & Expenditures December 31, 2022)

Elevated Water Storage Tank Replacement

	Budget	YTD	Variance	Percentage
Revenues:				
INTEREST EARNED	-	-	-	0.00%
ELEVATED WATER STORAGE TANK REPL	2,456,250	-	(2,456,250.00)	0.00%
Fund Balance Appropriated	-	-	-	0.00%
Total Revenues	2,456,250	-	(2,456,250.00)	0.00%
Expenditures:	Budget	YTD	Variance	Percentage
PRINTING & PUBLISHING	-	181.00	(181.00)	0.00%
PERMITTING	15,000	-	15,000.00	0.00%
PROFESSIONAL FEES (ENGINEERING DESI	171,500	-	171,500.00	0.00%
CONSTRUCTION COSTS	1,965,000	-	1,965,000.00	0.00%
LAND SURVEYING COSTS	10,000	-	10,000.00	0.00%
CONTINGENCY (15%)	294,750	-	294,750.00	0.00%
Total Expenditures	2,456,250	181.00	2,456,069	0.01%
Revenues over Expenditures (Spread) ----->		(181.00)		



Statement of Revenues & Expenditures December 31, 2022)

Asset Forfeiture Fund

	Budget	YTD	Variance	Percentage
Revenues:				
Interest on Investments	1,400	806.90	(593.10)	57.64%
Unauthorized Substance Use Distribution	21,919	21,919.24	0.24	100.00%
Federal Equitable Sharing Distribution	23,842	23,841.03	(0.97)	100.00%
Total Revenues	47,161	46,567.17	(593.83)	98.74%
Expenditures:				
Unauthorized Substance Use Dept.				
<i>Reserved</i>				
Safety Equipment	671	-	-	0.00%
Capital Outlay	21,919	-	-	0.00%
<i>Reserved</i>				
Federal Equitable Sharing Dept.				
<i>Reserved</i>				
Safety Equipment	729	-	-	0.00%
Capital Outlay	23,842	-	-	0.00%
<i>Reserved</i>				
Total Expenditures	47,161	-	-	0.00%
Revenues over Expenditures (Spread) ----->		46,567.17		



Statement of Revenues & Expenditures December 31, 2022)

System Development Fee (Buy-In Method)

	Budget	YTD	Variance	Percentage
Revenues:				
Interest on Investments	-	9,100.21	9,100.21	0.00%
SDF (Water Buy-In Method)	68,000	62,473.08	(5,526.92)	91.87%
SDF (Sewer Buy-In Method)	201,000	197,408.00	(3,592.00)	98.21%
Total Revenues	269,000	268,981.29	(18.71)	99.99%
Expenditures:	Budget	YTD	Variance	Percentage
Harnett County WWTP Expansion	269,000	-	269,000.00	0.00%
Total Expenditures	269,000	-	269,000.00	0.00%
Revenues over Expenditures (Spread) ----->		268,981.29		

Statement of Revenues & Expenditures December 31, 2022)

System Development Fee (Incremental Cost Method)

	Budget	YTD	Variance	Percentage
Revenues:				
Interest on Investments	-	76.72	76.72	0.00%
SDF (Water Incremental Method)	2,050	2,031.92	(18.08)	99.12%
Total Revenues	2,050	2,108.64	58.64	102.86%
Expenditures:	Budget	YTD	Variance	Percentage
Transfer to Capital Project Fund	2,050	-	2,050.00	0.00%
Total Expenditures	2,050	-	2,050.00	0.00%
Revenues over Expenditures (Spread) ----->		2,108.64		

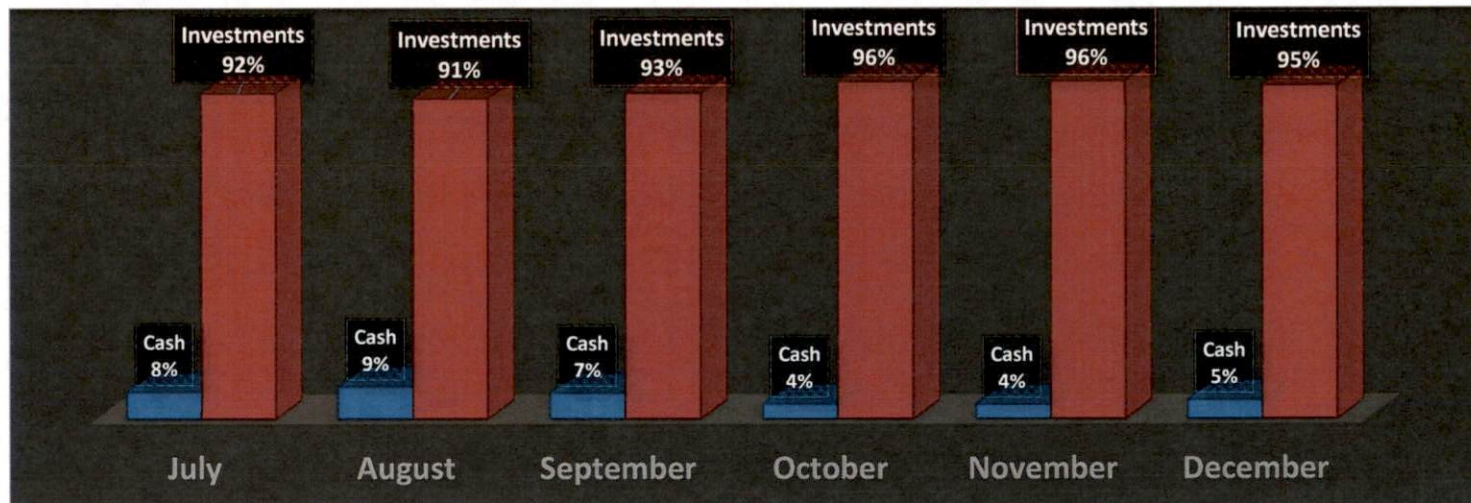


FY 2023 Cash Flow Report						
Funds	July	August	September	October	November	December
General Fund	(94,271.17)	217,595.90	27,959.72	(70,227.68)	186,302.88	178,173.89
Angier Elementary Drainage	190.95	190.95	190.95	190.95	190.95	190.95
General Capital Reserve	55,014.84	14.84	124,014.84	14.84	14.84	14.84
Municipal Building Project	1,749.52	1,749.52	1,749.52	1,749.52	2,021.92	2,021.92
P&R Donations	33,056.89	34,044.25	19,864.03	17,456.68	19,024.08	20,875.17
Powell Bill	46,441.69	47,154.08	49,326.58	110,548.44	111,155.21	101,781.83
Junny Rd/Willow St Project	-	-	(29,752.99)	(9,982.84)	(15,753.28)	(12,527.49)
ARPA & CARES Act	0.10	0.43	0.43	0.43	0.43	997.62
HWY 210 Sidewalk Extension	159,180.09	79,332.04	79,332.04	(122,737.66)	(320,774.22)	(85,676.32)
SW Drainage Project	-	-	-	-	(226.25)	0.75
Water & Sewer Fund	477,132.52	500,623.78	414,264.09	439,722.48	417,337.72	278,772.29
NC DEQ Water Line Project	13.78	13.78	(4,565.22)	10,434.78	10,434.78	35,434.78
Water & Sewer Capital Resesrve	-	-	-	-	-	-
Asset Forfeiture Fund	(1,872.18)	426.51	426.51	3,408.41	0.41	0.41
SDF (Buy-In Method)	11,212.24	4,653.06	20,468.52	18,455.80	0.37	97,074.13
SDF (Incremental Cost Method)	333.94	380.12	138.66	323.38	0.81	832.05
Total Cash Flow ----->	688,183.21	886,179.26	703,417.68	399,357.53	409,730.65	617,966.82



FY 2023 Investment of Idle Funds Report

Funds	July	August	September	October	November	December
General Fund	3,051,301.41	2,571,689.06	2,638,137.10	2,715,876	3,008,422	3,229,650.97
Angier Elementary Drainage	15,015.90	15,015.90	15,041.96	15,109	15,152	15,199.07
General Capital Reserve	1,211,100.05	1,266,100.05	1,268,297.07	1,398,521	1,402,456	1,406,840.18
Municipal Building Project	-	-	-	-	-	-
P&R Donations	-	-	-	-	-	-
Powell Bill	50,150.52	50,150.52	50,237.54	77,081	77,297	177,851.68
Junny Rd/Willow St Project	-	-	-	-	-	-
ARPA & CARES Act	951,194.92	1,814,067.92	1,817,215.81	1,825,339	1,830,475	1,836,197.38
HWY 210 Sidewalk Extension	-	-	-	-	-	200,625.20
SW Drainage Project	-	-	-	-	-	452,307.51
Water & Sewer Fund	2,075,184.37	2,075,476.04	2,079,177.34	2,088,641	2,194,799	2,452,441.45
NC DEQ Water Line Project	84,089.02	84,089.02	84,234.94	69,574	69,769	69,987.52
Water & Sewer Capital Resesrve	276,177.36	276,177.36	276,656.60	277,893	278,675	279,546.39
Asset Forfeiture Fund	351.55	63,387.57	63,510.24	64,598	69,228	69,444.09
SDF (Buy-In Method)	607,643.24	624,127.24	625,210.27	651,208	742,918	766,393.19
SDF (Incremental Cost Method)	5,005.30	5,005.30	5,394.64	5,419	6,383	6,402.62
Total Invested Idle Funds----->	8,327,213.64	8,845,285.98	8,923,113.51	9,189,259	9,695,574	10,962,887.25



PUBLIC WORKS



Town of Angier

www.angier.org

Robert K. Smith
Mayor

Richard Hicks
Interim Town Manager

Veronica Hardaway
Town Clerk

February 7, 2023

Public Works staff report for the Month of January

- Staff took 21 loads of Limbs/Leaves to the landfill the month of December (34.67 tons)
- Staff took 6 loads of Household to the landfill the month of December (6.00 tons)
- Staff set 30 new water meters
- Staff completed 220 workorders to mark Town Utilities (water and sewer lines).
- Staff repaired Water leak at 88 South Park Street
- Staff repaired Water leak at North Willow Street and Wray
- Staff repaired 2-meter boxes in alley
- Staff Inspected Sewer outfall lines
- Staff removed debris along Sewer line easements
- Staff repaired damage to property caused by accident at North Broad Street and NC55
- Staff trimmed bushes at Public Works building and 55/210 intersection
- Staff GIS water meters and gate valves along NC 210
- Hydro Structures GIS mapping sewer manhole and sewer lines around town
- Staff cut off 75 Residents for no payment of water bills.
- Staff relocated water meter at 59 South Park Street in conflict with sidewalk project
- Staff repaired water leak at 78A West Myrtle Drive.
- Staff repaired water leak at 198 Allan Street
- Repaired water leak at 435 North Willow
- Repaired water leak at Allan Street
- Repaired water leak at North Broad Street and Ashton Place
- Repaired water leak at 266 North Broad Street
- Repaired water at East Smithfield Street
- Repaired water leak at 40 Lester Street
- Staff inspecting new utilities at Coble Farms, Neill's Point and Spring Village, Honeycutt Oaks, and Tanglewood
- Lanier's Construction installing storm pipe for the sidewalk project along NC 210 and Park Street completion date March of 2023.

POLICE DEPARTMENT



Angier Police Department

P.O. Box 278, 55 North Broad Street West
Angier, North Carolina 27501
Office (919) 639-2699

Chief of Police
Garland L. Thompson, Jr.
gthompson@angier.org

Date January 2, 2023
To Interim Town Manager: Richard Hicks
From Garland L. Thompson, Jr

Subject Matter: January, 2023 Police Activities & Statistical Data

ABC Monthly Report is included in Board Packets

****Police activities for the month of January, consisted of 4,179 calls for Service/Officer initiated activities (call logs). Officers investigated 47 offenses. During these investigations; 27 individuals were arrested on a total of 37 charges, 10 arrests were made due to outstanding warrants (warrant service), 3,501 Subdivision / Security checks were logged for the month of January, 34 traffic accident reports were created this month, 5 cited for ordinance violations, 68 traffic citations were issued totaling 94 charges and 76 verbal or written warnings.**

- I attended the N.C. Police Chief's Conference in Cherokee North Carolina and was informed and educated in several areas. (Highly impressed with the conference)
- All 2022 In-Service Compliance reports and 2022 Agency Profile forms were completed and sent in to the N.C. Criminal Justice Standards Division.
- We have been awarded a grant from the N.C. Governor's Crime Commission to replace our handheld radios.
- With your approval we are moving forward with the metal building at the range. I have included estimates and drawings.

Thank you,
Chief of Police
Garland L. Thompson, Jr.
gthompson@angier.org

Call Log Call Type Summary

Angier Police Department

12/22/2022 - 01/31/2023

<No Call Type Specified>	4	911 Hang Up - 911 Hang Up	17
Alarm Activation - Alarm Activation	24	Assault - Assault	5
Assist EMS - Assist EMS	7	Assist Fire - Assist Fire Department	2
Assist Motorist - Assist Motorist	24	Assist Other Agency - Assist Other Agency - Law Enforcement	7
Attempted Larceny - Attempted Larceny	2	Breaking and Entering - Breaking and Entering	3
Business Walk Thru - Business Walk Thru	195	Careless and Reckless Vehicle - Careless and Reckless Vehilce	5
Citizen Complaint - Citizen Complaint	1	Communicate Threats - Communicate Threats	2
Community Policing - Community Policing	3	Crash - Traffic Accident	34
Custody Dispute - Child Custody Dispute	1	Direct Traffic - Direct Traffic	21
Disturbance - Disturbance	18	DOA - Dead On Arrival	2
Domestic Dispute - Domestic Dispute	5	Drug Activity - Drug Activity	7
DWI - Driving While Impaired	4	Escort - Escort	7
Follow Up - Follow Up	2	Foot Patrol - Foot Patrol	6
Found Property - Found Property	2	Fraud - Fraud	6
Harrassing Phone Calls - Harrassing Phone Calls	1	Juvenile Complaint - Juvenile Complaint	1
Larceny - Larceny	12	Lost Property - Lost Property	2
Mental Subject - Mental Subject	3	Missing Juvenile - Missing Juvenile	1
Missing Person - Missing Person	1	Noise Complaint - Noise Complaint	1
OD - Drug/Alcohol Overdose	1	Open Door - Open Door	2
Order Violation - Order Violation	1	Other Call - Other Call Not Listed	7
Parking Violation - Parking Violation	3	Property Damage - Property Damage	1
Security Check - Security Check	1,944	Sexual Assault - Sexual Assault	3
Shoplifting Complaint - Shoplifting Complaint	7	Shots Fired - Shots Fired	4
Stand-By - Stand-By	1	Stolen Property - Possession of Stolen Property	1
Stolen Vehicle - Stolen Vehicle	2	Subdivision Check - Subdivision Check	1,557
Suspicious Activity - Suspicious Activity	8	Suspicious Person - Suspicious Person	3
Suspicious Vehicle - Suspicious Vehicle	8	Traffic Stop - Traffic Stop	144
Trespassing - Trespassing	3	TWO - Talk With Officer	9
Under Cover Buy - Under Cover Buy	5	Warrant Service - Warrant Service	18
Welfare Check - Welfare Check	9		

Total Number Of Calls: 4,179

Date: 02/02/2023 -- Time: 15:25

Page 1

State of North Carolina
Alcoholic Beverage Control Commission
ABC Law Enforcement Monthly Report
GS 18B-501(f1)



Board:

Angier Town

Reporting Month / Year:

Jan-23

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	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		4
Total:		6

Other Offenses	At Permitted Establishment	Away From Permitted Establishment
Driving While Impaired		4
All Other Criminal Charges		94
Total:		98

TOTAL CRIMINAL CHARGES:	104
--------------------------------	------------

Agencies Assisted	
Assistance Provided to Other Agencies	0

Remarks

Reporting Officer / Title:

G.Thompson / Chief

Report Date:

1/2/2023



STATE OF NORTH CAROLINA
OFFICE OF THE GOVERNOR

ROY COOPER
GOVERNOR

November 1, 2022

Garland I. Thompson, Chief
Angier Police Department
P. O. Box 278
Angier, NC 27501-0278

Dear Chief Thompson:

It is my honor to inform you that your organization has been selected to receive a grant this year as part of the North Carolina Governor's Crime Commission 2022 grant award process. Commission members reviewed each completed application to select the projects that will best serve North Carolina. Your project, PROJ015744 - Equipment Replacement, has been approved and you should receive your grant award agreement electronically in the coming weeks.

North Carolina is fortunate to have organizations like yours working to make your community a better and safer place. Thank you for all that you do and for your commitment to public safety across North Carolina.

With kind regards, I am

Very truly yours,

A handwritten signature in dark ink, appearing to read "Roy Cooper".

Roy Cooper

RAC/cf/swh

Angier PD Firing Range Building

Below is a list of the major reasons that a building is needed at the Police Department's range facility.

- To have a classroom space to conduct In-Service training
- To have a facility to be able to host training classes from outside sources
- To have a place for police equipment storage and maintenance
- To have a place for SOT training and equipment storage
- To have a facility for weapons cleaning and maintenance
- To have restroom facility for officers utilizing the firing range
- To have running water for hand washing and drinking

Metal Building at Firing Range

Quotes From three different vendors

Front Line Steel Structures - **\$35,021**

Twin Carports - \$38,092.62

Eagle Carports - \$36,071.62

Concrete Pad \$10000.00

Footer: ? Still waiting on Quote

HVAC \$5,405.25

Insulation \$10,525.00 (20' x 30' Classroom)

Electrical? Estimated Quote \$15,000

Plumbing? Estimated Quote \$8,000

Estimated Quote: **\$83,951.25** Not counting Commercial Contractor and Engineering Fees and permits.

Purchase Order



Date: 10/13/2022 Dealer: QUOTE ONLY

Name: Angier Police Department Phone: 910 391-2132 Email:

Install Address: 55 north broad street

City: Angier State: NC Zip: 27501 County: Harnett City Limit? ☐ Y ☒ N

BUILDING SIZE			ROOF STYLE	CERTIFICATION
30	x	60	x	12
WIDTH		LENGTH		HEIGHT
			VERTICAL ROOF	NA
			Braces req'd for certification. MHA requ'd for ground certification.	
COLOR			FRAMING GAUGE	<input checked="" type="checkbox"/> 14 Ga (Included)
Roof: Black	Sides/Ends: Pewter Gray	Trim: Black		<input type="checkbox"/> 12 Ga (Upgrade)

Special Notes: This is a quote

INSTALLATION SURFACE

NOTE: Frame is 1ft shorter than roof length. Check with dealer for concrete pad measurements. LOT MUST BE LEVEL or customer will be responsible for additional charges that may apply if extra labor is required to install due to un-level surfaces or for building over obstacles. Front Line Steel Structure, L.L.C. is not responsible for stopping or repairing leaks under base rails.

Surface Type: concrete Ready for Install? ☐ Y ☒ N Electricity Available? ☒ Y ☐ N

DETAILED ORDER BREAKDOWN

QTY:	FEATURES DESCRIPTION	BUILDING TYPE: 30x60x12 building with lean	Unit Price:	Price:
	30x60 base		13,000	0
	leg height 12		1,440	0
	Enclose rt side		1,420	0
	Enclose left side		1,420	0
	Enclose front		2,100	0
	Enclose back		2,100	0
	Lean base price		3,570	0
	lean engineered certified		180	0
	lean leg height 9'		590	0
	lean connection fee		340	0
	10x8 rollup		750	0
	10x8 rollup		750	0
	Walk in door		350	0
	walkin door		350	0
	interior wall walkin		350	0
	insulation 30 x 20		1,920	0
	close in interior wall		2,100	0
				0
				0
				0
	sub total		32,730	0
		tax 7%	2,291	0
		total	35,021	0
		deposit 17% before tax	5,564	0
		balance	29,457	0

Subtotal:	0
% Tax:	0.00
Total:	0.00
Down Pmt:	
Extra Labor:	
Other Fees:	
Balance Due:	0.00
Card Bal. Due	0.00

DO NOT BE SIGNED AFTER BUILDING HAS BEEN INSTALLED.
 My signature certifies that my building has been installed. If there are any problems with the delivery or condition of my building, I will note my concerns in the comments section below. Otherwise, I agree the building(s)/metal structure(s) received today is structurally sound, is in good condition, and I am satisfied with the delivery and installation.

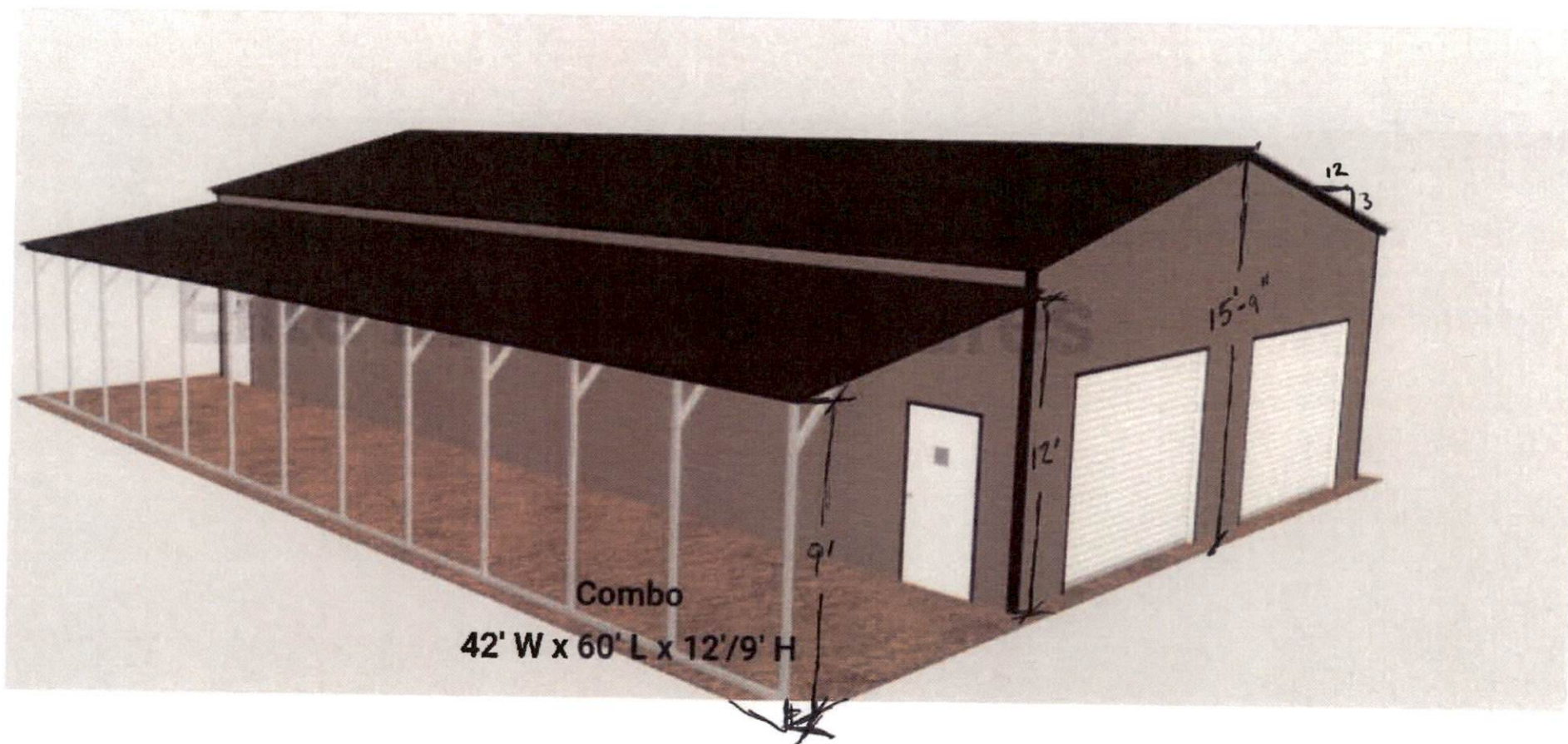
Customer Sign _____ Date _____ Installer Signature _____

COMMENTS:

There is a 3% convenience fee for card payment. Card balance reflects fee.



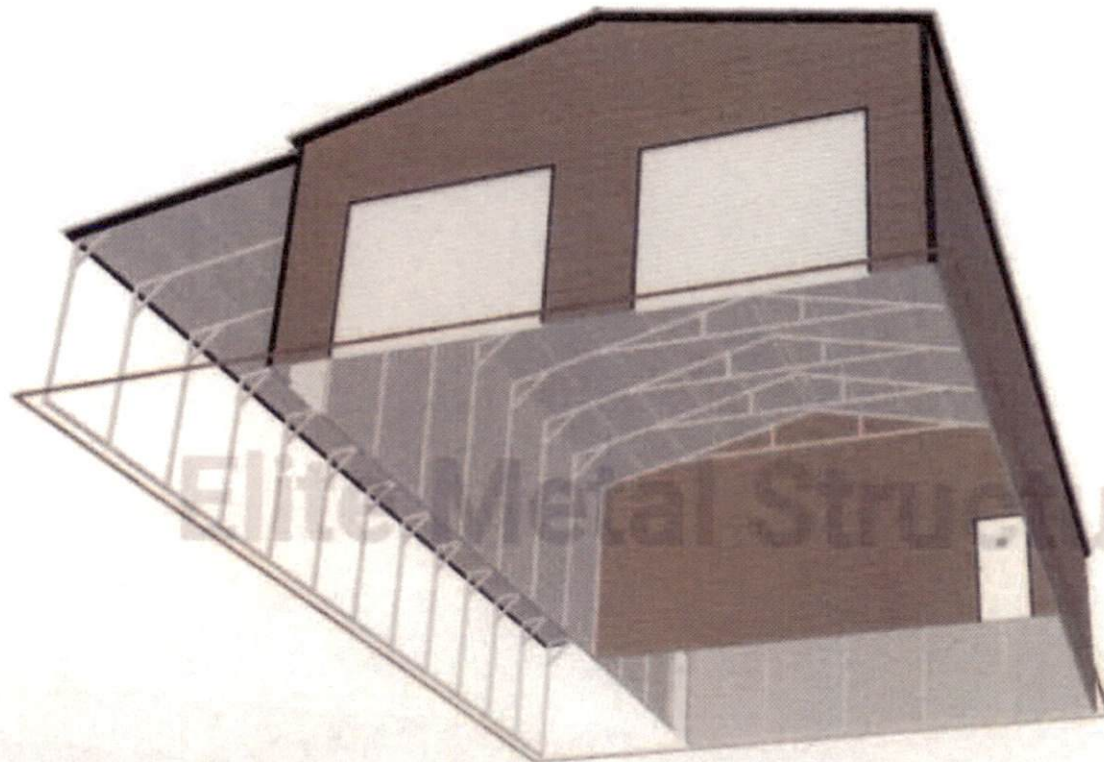
Combo
42' W x 60' L x 12'/9' H





Combo

42' W x 60' L x 12'/9' H



Combo

42' W x 60' L x 12'9" H

ESTIMATE

**Prepared For**

Daniel Helms
Garner, NC

Eastern Air LLC

568 Olives Chapel Rd

Apex, Nc 27502

Phone: (919) 795-6804

Email: easternair@icloud.com

Web: Pay invoices by credit card(add 3%) online at
easternairnc.com or mail check to Eastern Air

Estimate # 323

Date 11/10/2022

Description	Total
-------------	-------

Mitsubishi ductless installation 30k btu	\$4,900.00
--	------------

Mitsubishi 30k btu heat pump

Mitsubishi 30k btu indoor single head unit

Line set

Control wiring

Outdoor pad

Drain line

Subtotal	\$4,900.00
-----------------	------------

tax	\$355.25
-----	----------

Total	\$5,255.25
--------------	-------------------



TRI-CITY INSULATION WORK AGREEMENT

License #: 157, 11-00005981, 268, 26289, 1098, 907, 730,
451, 2544, 117735, 1972, 256

Branch#: 698 | 7204 Becky Circle | Raleigh, NC 27613-5601 | (919) 790-9684

CUSTOMER/BUILDER
TOWN OF ANGIER / 1783216
55 NORTH BROAD STREET WEST
ANGIER, NC 27592
(919) 272-8137

JOB SITE INFORMATION
298 smith drive
ANGIER, NC 27592

TRADE: INSULATION
QUOTE #: 81666236 / 1
ISSUE DATE: 11-18-2022
SALES PERSON: Samuels, Brian

Base

Work Area	Item
Exterior Walls	R-14 HFO REG = 2 Nominal Inches & Thermal Barrier Coating CLOSED CELL FOAM
Ceiling roofline	R-14 HFO REG = 2 Nominal Inches & Thermal Barrier Coating CLOSED CELL FOAM

BASE TOTAL: \$10,525.00

NOTE: This agreement consists of multiple pages. If you do not receive the number of pages noted below, please contact Contractor directly at the telephone number stated above.

Draft stop, fire block, fire stop (IBC 718.4.1, 718.4.2 and 718.4.3 or locally adopted equivalent), and fire rated caulking are not included within Contractor's Work unless specifically listed above.

Contractor is willing to furnish to you all material and labor required for the Scope of Work, subject to the terms and conditions stated in this agreement.

TERMS OF PAYMENT: Payment in full due as stated on invoice regardless of any payment arrangements you have with third parties. Visit www.truteambillpay.com to manage your invoices and make payments online with TruTeam Bill Pay.

ACCEPTANCE: Contractor may change and/or withdraw this agreement if Contractor does not receive your signed acceptance within 10 business days after the Date stated above.

PRICING: The prices stated in the Scope of Work above will remain firm for 60 days after the Date stated above. If performance of this agreement extends beyond this 60 day period, you agree to pay Contractor's then current pricing ("Price") for any Work performed after that 60 day period. The Prices are based only on the terms and conditions expressly stated in this agreement. The Prices exclude any and all terms and conditions not expressly stated herein, including, without limitation, any obligation by Contractor to name you or any third-party as an additional insured on its insurance policy; to provide per project aggregate insurance coverage for the Work; to participate in any owner controlled, wrap, or similar insurance program; to indemnify or defend you or any third-party from any claims, actions and/or lawsuits of any kind or nature whatsoever except to the limited extent state in Section 18 of this agreement. Any terms or conditions required by you by contract or otherwise in addition to or inconsistent with those expressly stated in this agreement will result in additional charges and/or higher Prices. Any additional work performed is subject to Contractor's then current pricing (unless Contractor otherwise agrees in writing) and to this agreement.

CUSTOMER,

By

SIGNATURE

TITLE

Company Name

CONTRACTOR

By:

SIGNATURE

TITLE

Date

THE INFORMATION CONTAINED IN THIS AGREEMENT IS CONFIDENTIAL. NEITHER THIS AGREEMENT NOR ITS TERMS MAY BE DISCLOSED TO THIRD PARTIES.