



Board of Commissioners
Regular Meeting
Agenda

Tuesday, April 4, 2023

6:30 PM

Location: 28 N Raleigh Street, Angier, NC 27501

Call to Order

Pledge of Allegiance

Invocation

Approval of Agenda

Presentation

- 1. Proclamation to Angier Senior Citizens Club Celebrating their 50th Year Anniversary**
- 2. 2023 System Development Fee Analysis – Cecil Rhodes with *EnviroLink***
- 3. Clearscapes Architectural Firm Presentation**
- 4. Davis Kane Architects Presentation**

Public Comment

Consent Agenda

- 1. Approval of Minutes**
 - a. December 8, 2022 – Special Called
 - b. March 7, 2023 - Regular

Public Hearing

- 1. Proposed Mobile Food Vendor Ordinance – (*Randall Cahoon-Tingle, Planning Director*)**
 - a. This article sets up standards for food trucks, hot dog carts, and other mobile food vending within Town limits.

New Business

- 1. Request for Release of Bond – (*Richard Hicks, Interim Town Manager*)**
 - a. Consideration and approval to remove Section VIII of the Carolina Trash Pickup, Inc. contract.

- 2. Budget Amendment #7 – (Hans Kalwitz, Finance Director)**
 - a. Consideration and approval to approve Budget Amendment #7 that pertains to the General Fund, Water & Sewer Fund, NC DEQ Water Line Project (Option 8) Fund, Pump Station & Force Main Fund, and Asset Forfeiture Fund.
- 3. Change in Credit Card Processing Contractual Agreement – (Hans Kalwitz, Finance Director)**
 - a. Consideration and approval of Card Services Agreement pursuant to G.S. 159-32.1 as discussed at the Board Retreat.
- 4. Request Use of Funds for Firing Range Training Center – (Richard Hicks, Interim Town Manager)**
 - a. Consideration and approval to allocate \$78,000 from the Asset Forfeiture Fund and \$50,000 from the Legislative/Harnett County grant funds and \$25,000 from the Angier ABC profits distribution for the construction of a training center at the Angier Firing Range.
- 5. Requesting Approval to Establish the “Shop with a Cop Program” – (Lee Thompson, Chief of Police)**
 - a. Consideration and approval to establish the “Shop with a Cop Program”.
- 6. Requesting Approval to Partner with Royce Publications – (Lee Thompson, Chief of Police)**
 - a. Consideration and approval to partner with *Royce Publications* in designing and producing 300 Angier Police Department 2023 Calendars.
- 7. Street Striping in front of First Citizen’s Bank – (Randall Cahoon-Tingle, Planning Director)**
 - a. Consideration and approval of NCDOT proposed intersection reconfiguring of NC 210.
- 8. Voluntary Annexation Petition Submitted by G&J Development, LLC– (Veronica Hardaway, Town Clerk)**
 - a. Consideration and approval of Resolution #R006-2023 to Direct the Clerk to Investigate the Sufficiency of the Petition submitted by G&J Development, LLC for approximately 28.35 acres located at 5963 NC-210, Angier, NC (**Harnett** County PINs: 0662-68-5452; 0662-68-6638; 0662-68-0457).
- 9. Advisory Board Introduction Interviews & Appointments – (Veronica Hardaway, Town Clerk)**
 - a. Interviews, consideration of nominations, and appointments to the Community Development Committee.
- 10. Engagement Letter with Thompson, Price, Scott, Adams & Co., P.A. – (Hans Kalwitz, Finance Director)**
 - a. Consideration and approval to adopt and execute the engagement letter with Thompson, Price, Scott, Adams & Co., P.A.
- 11. Contract with Thompson, Price, Scott, Adams & Co., P.A. – (Hans Kalwitz, Finance Director)**
 - a. Consideration and approval to execute the contract with Thompson, Price, Scott, Adams & Co., P.A.

Manager’s Report

Staff Reports

Parks & Recreation
Public Works
Planning & Inspections/Community Development
Police Department
Finance

Mayor and Town Board Reports

Closed Session pursuant to G.S. 143-318.11 (a)(3) to review closed session minutes; (a)(5) to discuss possible property acquisition; and (a)(6) to discuss personnel.

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*****

PRESENTATIONS

PROCLAMATION

Celebrating the 50th Anniversary of the Angier Senior Citizens Club

WHEREAS, Angier Senior Citizens Club has been serving the older citizens of our community since 1973; and

WHEREAS, Angier Senior Citizens Club is a valuable resource that continues to serve as leaders, mentors, volunteers, and important and active members of the community; and

WHEREAS, Angier Senior Citizens Club is proud to work with Town leadership in enriching this segment of our population through fun, fellowship and education; and

WHEREAS, Angier Senior Citizens Club provides board games and other fun activities, travel experiences, service opportunities, seminars, and other educational segments that enhance life for the folks who have given so much to our Town in years past; and

WHEREAS, for many years, Angier Senior Citizens Club has provided an outstanding health fair to offer vaccinations, health screenings, and other resources to our seniors.

NOW, THEREFORE, I, Robert K. Smith, Mayor of the Town of Angier along with the members of the Angier Board of Commissioners, encourage all residents to recognize and celebrate 50 successful years of many accomplishments of our seniors and the contribution they make to our Town.



Robert K. Smith Mayor

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the Town of Angier on this fourth day of April in the year of our Lord Two Thousand Twenty-Three.



Board of Commissioners Agenda Report

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

MEETING DATE: April 4, 2023
PREPARED BY: Richard N. Hicks, Interim Town Manager
ISSUE: Presentation on 2023 System Development Fee Analysis
CONSIDERED:
DEPARTMENT: Administration

SUMMARY OF ISSUE: The Town is required to update our Utility System Development Fees every 5 years. The Town contracted with Envirolink to complete the analysis. Cecil Rhodes updated the Board on the proposed update at a prior meeting. The final draft will be presented at the April 4, 2023 meeting. If the draft analysis is accepted by the Board, staff will post the analysis on the Town's website for 45 days and provide an opportunity for written comments from the public. Based on this timeline, a Public Hearing would be held on June 6, 2022 to adopt the proposed fee schedule.

FINANCIAL IMPACT: Approval of the Utility System Development Fee Analysis will allow the Town to set the development fees in the FY 23/24 Budget. Funds will accumulate for future water and sewer needs.

RECOMMENDATION: Accept the 2023 System Development Fees Analysis and post on the Town's website for 45 days.

REQUESTED MOTION: I do hereby make a motion to accept the proposed Water and Sewer 2023 System Development Fees Analysis and do hereby direct staff to post the analysis on the Town's website for 45 days and to provide an opportunity for written comments.

REVIEWED BY TOWN MANAGER:

Attachments:

- 1 System Development Fee 2023
Presentation
- 2 System Development Fee 2023
Analysis



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Town of Angier Board Meeting

System Development Fee Update - 2023

April 4, 2023



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System Development Fee Background

HB 436 established the process and procedure for municipalities to implement, collect and use System Development Fees.

System Development Fees provide a means for municipal water and waste water system to collect revenue from new customers to offset the investment in additional capacity provided by existing customers.

HB 436 also provides requirements for the use of those fees to ensure they are applied to the capital replacement and investment needs of the water and waste water utilities.



Public Water and Sewer System Development Fee Process

The Town of Angier System Development Fee Update 2023 has been completed in accordance with HB 436 including:

- Reasonably detailed and Identified all assumptions and limiting conditions.
- Employs “generally accepted accounting, engineering and planning methodologies”
- Produces a maximum per unit service fee that can be applied/adapted to different customer classes – can charge less if desired, but must have calculation for maximum.



Public Water and Sewer System Development Fee Process

Next Steps:

The Town has been provided the System Development Fee update containing the findings presented in this presentation.

- Posting on web site for receiving comments/suggestions 45 days before fees are considered
- Public hearing after 45 day posting for consideration of comments and adoption by governing board
- Published in annual budget or rate plan or ordinance
- Updated every at least every 5 years

Analysis Value Methodology – Process

- Buy-in method.

Determines the value of the existing infrastructure available for growth that existing customers have been paying the costs of construction and upkeep.

- ✓ Replacement Cost New Less Depreciation (RCNLD)
- ✓ Adjusted for existing debt, contributions, etc.
- ✓ Other adjustments to appropriately value assets

Analysis Value Methodology – Process

- Incremental /Marginal Cost

Determines the value of ongoing projects for which expenditures have been made, but are not in the depreciated assets and that are required to provide capacity and serve new customers

✓ Uses Principal Payments made to date for Capital Improvement Projects in progress to represent actual value of ongoing project.

✓ Not used for 2023 SDF Update – No applicable projects

Public Water and Sewer System Development Fee Act – Use of Fees

SDF revenues are to be deposited into capital reserve fund or identifiable fund due to limits on use.

Buy-in

- Capital costs associated with previous projects that have available capacity or to provide additional capacity.
- Rehabilitation / Replacement projects
- Debt Service.

Incremental or Combined Cost

- Future capital projects
- Other capital costs if no capital project expenses within 5 years
- Debt service.



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Town of Angier 2023 SDF Calculated

| | |
|---|------------------|
| Water System Value RCNLD | \$ 4,263,981.58 |
| LessDebt | \$ 2,523,799.14 |
| LessGrants, Contributions, Etc. | \$ - |
| Total Deductions | \$ 2,523,799.14 |
| Water System Value for System Development Fee / | \$ 1,740,182.44 |
| Water System REU | 5,611 |
| Water System Development Fee per ERU | \$ 310.14 |
| | |
| Waste Water System Value | \$ 12,697,495.96 |
| LessDebt | \$ 3,529,200.86 |
| LessGrants, Contributions, Etc. | \$ - |
| Total Deductions | \$ 3,529,200.86 |
| WW System Value for System Development Fee / | \$ 9,168,295.10 |
| WW System REU | 3,883 |
| Waste Water System Development Fee per ERU | \$ 2,361.14 |
| | |
| Total System Development Fee per ERU | \$ 2,671.28 |



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Town of Angier 2023 SDF Analysis Proposed Rates

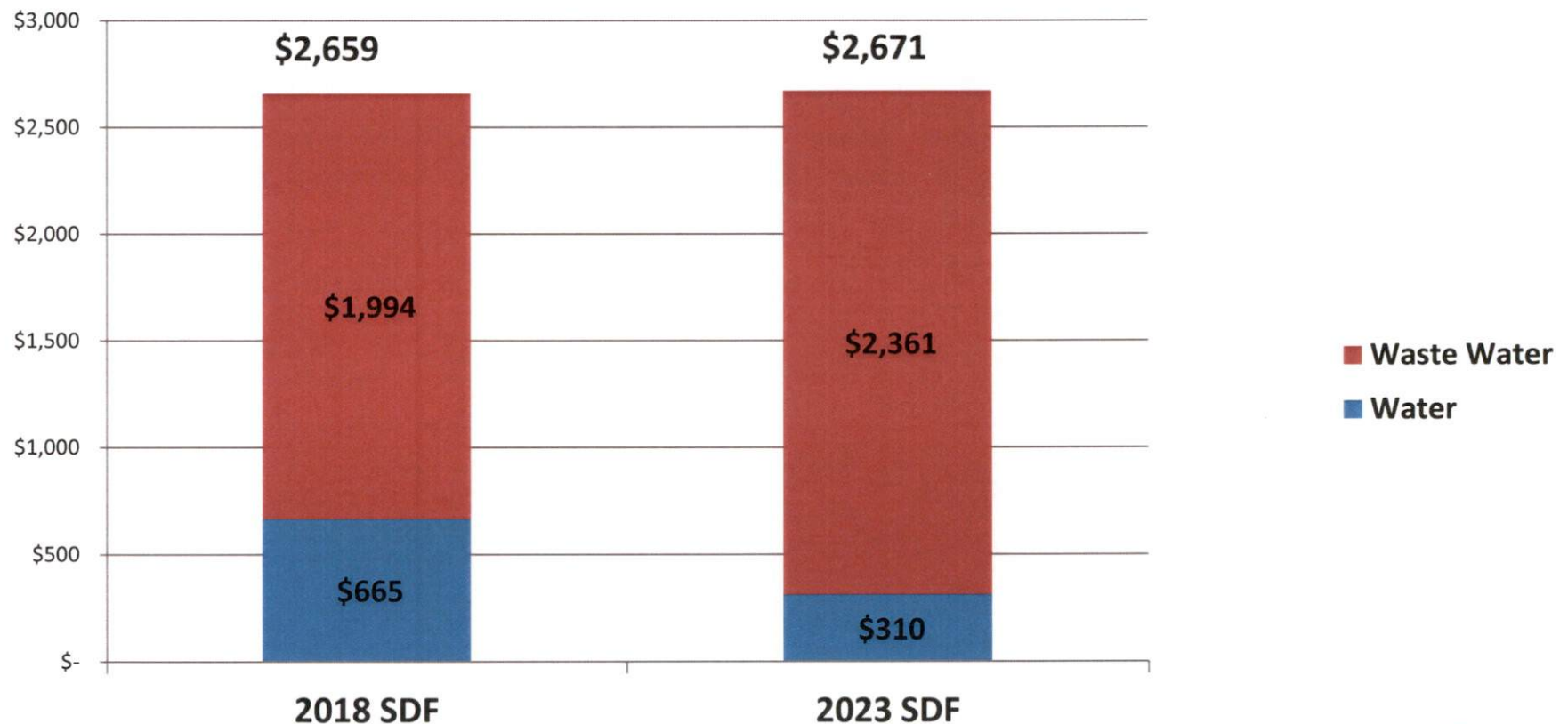
| | | | | |
|--------------------------------------|------------------|--|----|-------|
| Water System | Capital Assets = | Equivalent Residential Unit (ERU) SDF (Buy In) | \$ | 310 |
| Water System | CIP Principal = | Incremental Cost / ERU / CIP Plan SDF | \$ | - |
| Water System | | System Development Fee per ERU | \$ | 310 |
| Waste Water System | Capital Assets = | Equivalent Residential Unit (ERU) SDF (Buy In) | \$ | 2,361 |
| Waste Water System | CIP Principal = | Incremental Cost / ERU / CIP Plan SDF | \$ | - |
| Waste Water System | | System Development Fee per ERU | \$ | 2,361 |
| Total System Development Fee per ERU | | | \$ | 2,671 |



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Town of Angier 2018 and 2023 SDF Analysis

SDF Analysis - 2018 VS 2023



2023 SDF Comparison

| | | Water | Waste Water | Combined |
|----|-------------------------------|----------|-------------|----------|
| 1 | Carthage | \$ 710 | \$ 1,608 | \$ 2,318 |
| 2 | Angier 2018 | \$ 665 | \$ 1,994 | \$ 2,659 |
| 3 | Angier 2023 | \$ 310 | \$ 2,361 | \$ 2,671 |
| 4 | Dunn | \$ 990 | \$ 2,117 | \$ 3,100 |
| 5 | Wake Forest | \$ 1,373 | \$ 2,522 | \$ 3,895 |
| 6 | Clayton | \$ 3,260 | \$ 1,793 | \$ 5,053 |
| 7 | Fuquay Varina Existing | \$ 2,000 | \$ 3,250 | \$ 5,250 |
| 8 | Apex | \$ 3,675 | \$ 1,783 | \$ 5,458 |
| 9 | Fuquay Varina Proposed | \$ 3,030 | \$ 3,260 | \$ 6,290 |
| 10 | Harnett Co | \$ 3,300 | \$ 3,000 | \$ 6,300 |



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Town of Angier 2023 SDF Update Proposed Schedule

- Town has received copy 2023 System Development Fee Update, Proposed Timeline and Analysis.
- April 4 BOC meeting: Receive 2023 SDF Update Analysis for Posting. * Posting required for 45 days prior to consideration for approval.
- June 6 BOC meeting: After 45 day posting ends, review and address any comments, modify if needed and request approval for July 1, 2023 implementation.



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Town of Angier 2023 SDF Update

Questions



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Town of Angier 2023 SDF Update

End of Presentation

Town of Angier
Harnett County, North Carolina

System Development Fee Update 2023

PROVIDED BY:



ENVIROLINK

April 4, 2023

Town of Angier
2023 System Development Fee Update
Timeline

Proposed Posting: April 5, 2023

Proposed Approval: June 6, 2023

Proposed Effective Date: July 1, 2023

Town of Angier
Harnett County, North Carolina
System Development Fee Update Analysis 2023
March 9, 2023



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Prepared by Envirolink, Inc.

I hereby certify this System Development Study for the Town of Angier was prepared under my direct supervision.

North Carolina Registration # 9553

Kenneth M. Raber, P.E.

March 9, 2023



OVERVIEW

The Town of Angier (Town) retained EnviroLink, Inc. to prepare an updated System Development Fee (SDF) analysis for Town's Water and Waste Water utility systems. The Town implemented its SDF in accordance with and to meet the requirements of General Statute 162A; Article 8; System Development Fees on July 1, 2018. In accordance with the requirements of General Statute 160A; Article 8; System Development Fees, the Town has completed this required 5-year update.

System development fees are one-time charges used to fund capital improvements necessary for the expansion of a utility system or to properly allocate the capital investment made by customers in the existing system that is available to serve new development or a combination thereof. The Town cannot implement or continue any form of "system development" charges or fees unless they are developed, reviewed, approved and administered in accordance with Article 8

The Town's updated SDF, for both Water and Waste Water, is based on Equivalent Residential Units (ERU) and an appropriate valuation of existing and planned (approved) facilities to be used by new development. The updated SDF, upon proper review and approval, will be a charge to be applied under the authority granted to the Town in accordance with General Statute 162A; Article 8; System Development Fees. Other types (sizes) of connections are evaluated by the Town on an individual basis with respect to the capacity proportional to ERU and the SDF for other size connections are increased proportionate to the standard ERU capacity. The proposed SDF for other connections has been developed and provided in this analysis.

The recommended updated SDF for the Town provided by this analysis is reasonably related to the capital facility demands of new development and / or the value of the existing system available for new development. This report documents the data, methodology, and results of the updated SDF analysis.

PROPOSED 2023 SYSTEM DEVELOPMENT FEE PER ERU

| | | | | | | |
|--------------------------------------|----------------|---|---------------------------------------|----------|----|-------|
| Water System | Capital Assets | = | Equivalent Residential Unit (ERU) SDF | (Buy In) | \$ | 310 |
| Water System | CIP | = | Incremental Cost / ERU / CIP Plan SDF | | \$ | - |
| | | | | | | |
| Water System | | | System Development Fee per ERU | | \$ | 310 |
| Waste Water System | Capital Assets | = | Equivalent Residential Unit (ERU) SDF | (Buy In) | \$ | 2,361 |
| Waste Water System | CIP | = | Incremental Cost / ERU / CIP Plan SDF | | \$ | - |
| | | | | | | |
| Waste Water System | | | System Development Fee per ERU | | \$ | 2,361 |
| | | | | | | |
| Total System Development Fee per ERU | | | | | \$ | 2,671 |

REGULATORY REQUIREMENTS

In accordance with SESSION LAW 2017-138 HOUSE BILL 436 - AN ACT TO PROVIDE FOR UNIFORM AUTHORITY TO IMPLEMENT SYSTEM DEVELOPMENT FEES FOR PUBLIC WATER AND SEWER SYSTEMS IN NORTH CAROLINA AND TO CLARIFY THE APPLICABLE STATUTE OF LIMITATIONS; General Statute 162A; Article 8; System Development Fees was enacted wherein a "system development fee" is described as:

162A-201. Definitions.

(9) System development fee. – A charge or assessment for service imposed with respect to new development to fund costs of capital improvements necessitated by and attributable to such new development, to recoup costs of existing facilities which serve such new development, or a combination of those costs, as provided in this Article. The term includes amortized charges, lump-sum charges, and any other fee that functions as described by this definition regardless of terminology. The term does not include any of the following:

- a. A charge or fee to pay the administrative, plan review, or inspection costs associated with permits required for development.
- b. Tap or hookup charges for the purpose of reimbursing the local governmental unit for the actual cost of connecting the service unit to the system.
- c. Availability charges.
- d. Dedication of capital improvements on-site, adjacent, or ancillary to a development absent a written agreement providing for credit or reimbursement to the developer pursuant to G.S. 153A-280, 153A-451, 160A-320, 160A-499 or Part 3A of Article 18, Chapter 153A or Part 3D of Article 19, Chapter 160A of the General Statutes.
- e. Reimbursement to the local governmental unit for its expenses in constructing or providing for water or sewer utility capital improvements adjacent or ancillary to the development if the owner or developer has agreed to be financially responsible for such expenses; however, such reimbursement shall be credited to any system development fee charged as set forth in G.S. 162A-207(c).

In addition, General Statute 162A; Article 8; System Development Fees provides that the SDF analysis meets the following conditions:

162A-205. Supporting analysis.

A system development fee shall be calculated based on a written analysis, which may constitute or be included in a capital improvements plan, that:

- (1) Is prepared by a financial professional or a licensed professional engineer qualified by experience and training or education to employ generally accepted accounting, engineering, and planning methodologies to calculate system development fees for public water and sewer systems.
- (2) Documents in reasonable detail the facts and data used in the analysis and their sufficiency and reliability.
- (3) Employs generally accepted accounting, engineering, and planning methodologies, including the buy-in, incremental cost or marginal cost, and combined cost methods for each service, setting forth appropriate analysis as to the consideration and selection of a method appropriate to the circumstances and adapted as necessary to satisfy all requirements of this Article.
- (4) Documents and demonstrates the reliable application of the methodologies to the facts and data, including all reasoning, analysis, and interim calculations underlying each identifiable component of the system development fee and the aggregate thereof.
- (5) Identifies all assumptions and limiting conditions affecting the analysis and demonstrates that they do not materially undermine the reliability of conclusions reached.

- (6) Calculates a final system development fee per service unit of new development and includes an equivalency or conversion table for use in determining the fees applicable for various categories of demand.
- (7) Covers a planning horizon of not less than 10 years nor more than 20 years.
- (8) Is adopted by resolution or ordinance of the local governmental unit in accordance with G.S. 162A-209.

The "service unit of new development" is based on the following definition:

162A-201. Definitions.

- (8) Service unit. – A unit of measure, typically an equivalent residential unit, calculated in accordance with generally accepted engineering or planning standards.

In addition, there are certain minimum requirements required by the statute.

162A-207. Minimum requirements.

- (a) Maximum. – A system development fee shall not exceed that calculated based on the system development fee analysis.
- (b) Revenue Credit. – In applying the incremental cost or marginal cost, or the combined cost, method to calculate a system development fee with respect to water or sewer capital improvements, the system development fee analysis must include as part of that methodology a credit against the projected aggregate cost of water or sewer capital improvements. That credit shall be determined based upon generally accepted calculations and shall reflect a deduction of either the outstanding debt principal or the present value of projected water and sewer revenues received by the local governmental unit for the capital improvements necessitated by and attributable to such new development, anticipated over the course of the planning horizon. In no case shall the credit be less than twenty-five percent (25%) of the aggregate cost of capital improvements.
- (c) Construction or Contributions Credit. – In calculating the system development fee with respect to new development, the local governmental unit shall credit the value of costs in excess of the development's proportionate share of connecting facilities required to be oversized for use of others outside of the development. No credit shall be applied, however, for water or sewer capital improvements on-site or to connect new development to water or sewer facilities.

AUTHORIZATION AND IMPLEMENTATION

The SDF proposed by the Town is authorized by General Statute 162A; Article 8; System Development Fees:

162A-203. Authorization of system development fee.

- (a) A local governmental unit may adopt a system development fee for water or sewer service only in accordance with the conditions and limitations of this Article.
- (b) A system development fee adopted by a local governmental unit under any lawful authority other than this Article and in effect on October 1, 2017, shall be conformed to the requirements of this Article not later than July 1, 2018.

Town is required by General Statute 162A; Article 8; System Development Fees to implement and maintain the proposed SDF through the following process:

162A-209. Adoption and periodic review.

(a) For not less than 45 days prior to considering the adoption of a system development fee analysis, the local governmental unit shall post the analysis on its Web site and solicit and furnish a means to submit written comments, which shall be considered by the preparer of the analysis for possible modifications or revisions.

(b) After expiration of the period for posting, the governing body of the local governmental unit shall conduct a public hearing prior to considering adoption of the analysis with any modifications or revisions.

(c) The local governmental unit shall publish the system development fee in its annual budget or rate plan or ordinance. The local governmental unit shall update the system development fee analysis at least every five years.

COLLECTION AND USE OF REVENUE FROM SDF

162A-211. Use and administration of revenue.

(a) Revenue from system development fees calculated using the incremental cost method or marginal cost method, exclusively or as part of the combined cost method, shall be expended only to pay:

(1) Costs of constructing capital improvements including, and limited to, any of the following:

- a. Construction contract prices.
- b. Surveying and engineering fees.
- c. Land acquisition cost.
- d. Principal and interest on bonds, notes, or other obligations issued by or on behalf of the local governmental unit to finance any costs for an item listed in subdivisions a. through c. of this subdivision.

(2) Professional fees incurred by the local governmental unit for preparation of the system development fee analysis.

(3) If no capital improvements are planned for construction within five years or the foregoing costs are otherwise paid or provided for, then principal and interest on bonds, notes, or other obligations issued by or on behalf of a local governmental unit to finance the construction or acquisition of existing capital improvements.

(b) Revenue from system development fees calculated using the buy-in method may be expended for previously completed capital improvements for which capacity exists and for capital rehabilitation projects. The basis for the buy-in calculation for previously completed capital improvements shall be determined by using a generally accepted method of valuing the actual or replacement costs of the capital improvement for which the buy-in fee is being collected less depreciation, debt credits, grants, and other generally accepted valuation adjustments.

(c) A local governmental unit may pledge a system development fee as security for the payment of debt service on a bond, note, or other obligation subject to compliance with the foregoing limitations.

(d) System development fee revenues shall be accounted for by means of a capital reserve fund established pursuant to Part 2 of Article 3 of Chapter 159 of the General Statutes and limited as to expenditure of funds in accordance with this section.

The Town is allowed to collect the SDF in when the following conditions are met:

162A-213. Time for collection of system development fees.

For new development involving the subdivision of land, the system development fee shall be collected by a local governmental unit either at the time of plat recordation or when water or sewer service for the subdivision or other development is committed by the local governmental unit. For

all other new development, the local governmental unit shall collect the system development fee at the time of application for connection of the individual unit of development to the service or facilities.

SYSTEM DEVELOPMENT FEE CALCULATION METHODOLOGY PER TOTAL EQUIVALENT RESIDENTIAL UNIT

The following methodology is used to calculate the System Development Fee Buy-In component:

$$\begin{aligned} & \frac{\text{SYSTEM CAPACITY (GPD)}}{\text{(GPD) / EQUIVALENT RESIDENTIAL UNIT}} = \frac{\text{TOTAL EQUIVALENT RESIDENTIAL UNITS (SYSTEM)}}{\text{(Based on Capacity of Each System)}} \\ & \frac{\text{SYSTEM VALUE (REPLACEMENT COST NEW LESS DEPRECIATION - ADJUSTED FOR DEBT, ETC.)}}{\text{TOTAL EQUIVALENT RESIDENTIAL UNITS (SYSTEM)}} = \\ & = \text{SYSTEM DEVELOPMENT FEE (BUY-IN) / EQUIVALENT RESIDENTIAL UNIT} \end{aligned}$$

The following methodology is used to calculate the System Development Fee Incremental component:

$$\begin{aligned} & \frac{\text{TOTAL PROJECT COSTS (CIP 10 YR TERM) - [INTEREST + REMAINING PRINCIPAL (CIP 10 YR TERM)]}}{\text{TOTAL EQUIVALENT RESIDENTIAL UNITS (SYSTEM)}} = \\ & = \text{SYSTEM DEVELOPMENT FEE (INCREMENTAL) / EQUIVALENT RESIDENTIAL UNIT} \end{aligned}$$

DEVELOPMENT FEE CALCULATION METHODOLOGY

In accordance with General Statute 162A; Article 8; System Development Fees; (162A-205. Supporting analysis) ... "A system development fee shall be calculated based on a written analysis, which may constitute or be included in a capital improvements plan, that:

(3) Employs generally accepted accounting, engineering, and planning methodologies, including the buy-in, incremental cost or marginal cost, and combined cost methods for each service, setting forth appropriate analysis as to the consideration and selection of a method appropriate to the circumstances and adapted as necessary to satisfy all requirements of this Article."

The 7th edition of AWWA's "Principles of Water Rates, Fees, and Charges" documents methods used to calculate system value using descriptions like those in GS162A; Article 8. AWWA defines the most common options to determine the value for system development charges include the "buy-in method", "incremental cost method" and "combined approach". These terms are:

1. The buy-in method is based on the value of the existing system's capacity. This method is typically used when the existing system has sufficient capacity to serve new development now and into the future.
2. The incremental cost method is based on the value or cost to expand the existing system's capacity. This method is typically used when the existing system has limited or no capacity to serve new development and new or incremental facilities are needed to serve new development now and into the future.

3. The combined approach is based on a blended value of both the existing and expanded system's capacity. This method is typically used where some capacity is available in parts of the existing system (e.g., source of supply), but new or incremental capacity will need to be built in other parts (e.g., treatment plant) to serve new development at some point in the future."

AWWA's "Principles of Water Rates, Fees and Charges" documents several options to calculate the value of the existing system's capacity.

"Validation and system equity. There are different methods used to establish a value to the existing assets under the buy-in methodology. If the existing assets are valued at their original cost or depreciated original cost, this is often referred to as the original cost method. An alternative valuation approach is to value the existing assets at a replacement cost or a depreciated replacement cost. This is commonly referred to as the replacement cost method. According to the replacement cost method, the existing system components are valued at the current-day cost of replicating the existing assets. This is typically accomplished through the use of a construction cost index or other comparable valuation method to bring the historical costs up to current-day value. In summary form the four valuation approaches for system assets under the buy-in method are as follows:

1. Original cost (OC) is the cost of construction in the year of construction.
2. Original cost less accumulated depreciation (OCLD) is also known as the net book value of the system assets.
3. Replacement cost new (RCN) is the original cost escalated to current-day dollars, providing an estimate of the current-day cost of replicating the existing facilities.
4. Replacement cost new less depreciation (RCNLD) is the original cost escalated to current-day dollars, less accumulated replacement cost depreciation. This provides an estimate of the current-day cost of duplicating the existing facilities that is then adjusted by an estimate of the replacement cost depreciation, resulting in a replacement cost valuation that reflects the remaining depreciable life of the facility."

"A combination of the approaches may also be used. Using the OC and OCLD valuations, the SDC reflects the original investment in the existing capacity. The new customer "buys in" to the capacity at the OC or the net book value cost (OCLD) for the facilities and as a result pays an amount similar to what the existing customers paid for the capacity (OC) or the remaining value of the original investment (OCLD)."

"Using the RCN and the RCNLD valuations, the SDC [System Development Charge] reasonably reflects the cost of providing new expansion capacity to customers as if the capacity was added at the time the new customers connected to the water system. It may also be thought of as a valuation method to fairly compensate the existing customers for the carrying costs of the excess capacity built into the system in advance of when the new customers connect to the system. This is because, up to the point of the new customer connecting to the system, the existing customers have been financially responsible for the carrying costs of that excess capacity that is available for development.

System liabilities and equity. Balance-sheet liabilities and equity that are recognized in the valuation method should equitably address the issue of the outstanding principal portion of long-term debt. When debt is issued to finance a growth- or expansion-related project, the principal portion of the debt service will be repaid over time, possibly through a customer's rates after connection to the system and payment of an SDC. Given that, a debt credit may be applicable to avoid the potential

double-charging of these debt costs through both the SDC and user rates. In a situation where the SDC is separated into functional components (source of supply, treatment, pumping, transmission, etc.), the analysis may provide these debt credits at the functional level or on a combined system level at the end of the analysis."

"Valuation adjustments may be necessary if grants or other contributions were used to develop the capacity-related facilities or if a facility is replaced and the resulting replacement provides additional capacity to accommodate future customers. This may be addressed within the valuation process by determining the percentage of the asset eligible for the SDC (i.e., percent SDC eligible). For example, if grants were provided specifically for the water treatment facilities, these grant contributions should be credited to the value (cost) of those specific facilities, and the grant-related portion of the water treatment plant's value should not be included in the SDC."

In addition, GS 162A-211 "Use and administration of revenue" paragraph (b) states "The basis for the buy-in calculation for previously completed capital improvements shall be determined by using a generally accepted method of valuing the actual or replacement costs of the capital improvement for which the buy-in fee is being collected less depreciation, debt credits, grants, and other generally accepted valuation adjustments." Therefore, the AWWA methodologies of OCLD or RCNLD meets the requirements of this section.

DEVELOPMENT FEE CALCULATION METHODOLOGY - BUY-IN CALCULATION

The "buy-in" methodology used to value the existing infrastructure is based on Replacement Cost New Less Depreciation (RCNLD) to properly value of the existing system infrastructure borne by the existing customers. The 2022 RSMeans Index (Appendix C) was used to determine the Replacement Cost New valuation. The current percentage depreciation for each asset was then used to determine the Replacement Cost New Less Depreciation value. Each system's value is then divided by the Town's total ERU for Water or Waste Water based on each system's capacity to determine the Buy -In SDF / ERU. See Table 1 (page 15) and Table 2 (page 16).

DEVELOPMENT FEE PROCESS CALCULATION METHODOLOGY - INCREMENTAL ASSET VALUATION

The "incremental cost" methodology is used when expenditures have been made for additional facilities that are needed to provide capacity or maintain service due to additional growth or use of the system. During the development and construction these additional facilities, these projects under construction would not be included as a current capital asset of the Town. However, funds have been expended by the Town and revenues have been collected from the Town's existing customers for these facilities. These revenues have recouped costs to date for payments for actual equipment or facilities or the payment to date of principal and interest as part of the project financing. As a result, the existing customers, through the rates, have made a principal investment in the new projects.

Therefore, it is appropriate to incorporate the valuation of these projects into the development of the Incremental SDF costs in order adequately address the existing principal cost born by existing customers. The SDF analysis methodology used determines the projected total cost, including the principal and interest over the term of CIP (Capital Improvement Plan). The SDF analysis then deducts the interest and outstanding principal over the CIP term to determine the principal paid to date to value the additional facilities. Since the project is under construction and has not been included in the depreciated assets of the Town, this is an appropriate approach to identify and value the asset for purposes of the SDF.

The "incremental cost" methodology described above is used to value facilities that are approved, for which funds have been expended and that are not included in the assets used by the "buy-in" methodology described in the preceding section. Each system's value of principal payments for ongoing projects is then divided by the Town's total ERU for Water or Waste Water based on each system's capacity to determine the Incremental SDF / ERU.

For the 2023 SDF update, there are no ongoing projects that have debt service costs (principal payments) that would be appropriate for the Incremental Asset Valuation.

SYSTEM INFRASTRUCTURE CAPACITY AND PROJECTS

The Town's Water system infrastructure has over 63 miles of distribution lines with an existing capacity of approximately 2.02 million Gallons per Day (MGD). The Town purchases water from Harnett County under contract for capacity up to 2.02 MGD. Average daily water usage was 0.572 MGD for 2022. The Town's Waste Water system infrastructure includes Permitted Capacity of 0.250 MGD and contract capacity with Harnett County for 1.000 MGD for a total of 1.258 MGD capacity. The average daily discharge was 0.535 MGD for 2022. The Town's recent rate analysis and rate projection study used an estimate of an annual growth rate of 3.0 percent.

The Town has identified the need for additional Water and Waste Water projects in order to maintain appropriate service pressure and volume to accommodate future growth. These projects are in the planning, design and development stages but no capital assets are in service.

WASTE WATER PUMP STATION #1 AND #6 (DEBT HAS BEEN ISSUED AND REDUCES ASSET VALUATION)
WASTE WATER CAPACITY PURCHASE
REPLACE OLD CORE WATER SYSTEM LINES
NEW 500K ELEVATED WATER TANK (DEBT HAS BEEN ISSUED AND REDUCES ASSET VALUATION)

RECENT REFINANCING AND RESULTING DEBT

During 2021, the Town initiated a \$3,349,000 Water and Sewer Revenue Bond, Series 2021 A and a \$2,869,000 Water and Sewer Revenue Refunding Bond, Series 2021 B. This issuance consolidated the Town's existing Water and Waste Water related debt and planned projects. This debt, as of March 1, 2023, has been incorporated into the analysis and the debt allocated between Water and Waste Water for the Asset Valuation is based on the best available information regarding the refinanced debt portions for Water or Waste Water and any specific Water or Waste Water project debt where available. The allocation analysis for Water or Waste Water debt is provided in Appendix B. Debt identified in the projects above has been included and the system asset value has been reduced by the appropriate amounts.

EQUIVALENT RESIDENTIAL UNIT TOTAL

In accordance with GS 162A-205 (6); the analysis is required to calculate "... a final system development fee per service unit of new development and includes an equivalency or conversion table for use in determining the fees applicable for various categories of demand." GS 162A-201(8) defines Service unit as "A unit of measure, typically an equivalent residential unit, calculated in accordance with generally accepted engineering or planning standards." See Appendix D for detail.

For this analysis, the SDF per ERU is based on the Total Equivalent Residential Units by Capacity for the Town. The Equivalent Residential Unit (ERU) is based on a demand of 360 gallons per day (GPD). (*NC Administrative Code 15A NCAC02T.0114 for a three-bedroom home based on 120 GPD per bedroom) as the system design GPD per ERU. The Total ERUs for Water or Waste Water is determined by dividing the system capacity GPD by the single ERU demand of 360 GPD for water or 324 GPD for waste water.

Total Equivalent Residential Units by Capacity

| | | | |
|---|--|------------|----------------------|
| Water | System Capacity MGD | 2.020 | MGD |
| | System Capacity GPD | 2,020,000 | GPD |
| | Equivalent Residential Unit GPD * | <u>360</u> | GPD / ERU |
| | Total Equivalent Residential Units by Capacity | 5,611 | ERU (Capacity Based) |
| * NC Administrative Code 15A NCAC02T.0114 for a three bedroom home based on 120 GPD per bedroom | | | |
| Waste Water | System Capacity MGD | 1.258 | MGD |
| | System Capacity GPD | 1,258,000 | GPD |
| | Equivalent Residential Unit GPD | <u>324</u> | GPD / ERU |
| | Total Equivalent Residential Unit by Capacity | 3,883 | ERU (Capacity Based) |
| * NC Administrative Code 15A NCAC02T.0114 for a three bedroom home based on 120 GPD per bedroom | | | |

X 90%

EQUIVALENT RESIDENTIAL UNIT ADJUSTMENT FOR LARGER CUSTOMERS

The SDF ERU for larger meters is determined by the SDF per ERU times the Capacity Factor to determine the representative ERU for larger capacity customers. The Capacity Factor methodology is consistent with industry standards and represent a reflection of the possible demand, and therefore capital cost of providing service for different meter sizes. The AWWA based Capacity Factor (Appendix E) is used to calculate SDF for "various categories of demand" which is based on the installed tap / meter size.

PROPOSED SYSTEM DEVELOPMENT FEES

The proposed 2023 SDF shown below for the Town was determined based on the calculated SDF, rounded down to the whole dollar. The calculated SDF was developed using the System Development Fee Methodology described previously and utilizes specific system information provided by the Town. The proposed SDF does not exceed the maximum calculated SDF as determined by this analysis.

| | | | | | | |
|--------------------------------------|----------------|---|---------------------------------------|----------|----|-------|
| Water System | Capital Assets | = | Equivalent Residential Unit (ERU) SDF | (Buy In) | \$ | 310 |
| Water System | CIP | = | Incremental Cost / ERU / CIP Plan SDF | | \$ | - |
| Water System | | | | | \$ | 310 |
| Waste Water System | Capital Assets | = | Equivalent Residential Unit (ERU) SDF | (Buy In) | \$ | 2,361 |
| Waste Water System | CIP | = | Incremental Cost / ERU / CIP Plan SDF | | \$ | - |
| Waste Water System | | | | | \$ | 2,361 |
| Total System Development Fee per ERU | | | | | \$ | 2,671 |

| Meter Size | AWWA (GPM capacity) | | Capacity Factor | Waste Water | | Total SDF |
|------------|---------------------|-------|-----------------|--------------|---------------|---------------|
| | | | | Water SDF | SDF | |
| 5/8 inch | 20 | 1.00 | | \$ 310.00 | \$ 2,361.00 | \$ 2,671.00 |
| 3/4 inch | 30 | 1.50 | | \$ 465.00 | \$ 3,541.50 | \$ 4,006.50 |
| 1 inch | 50 | 2.50 | | \$ 775.00 | \$ 5,902.50 | \$ 6,677.50 |
| 1-1/2 inch | 100 | 5.00 | | \$ 1,550.00 | \$ 11,805.00 | \$ 13,355.00 |
| 2 inch | 160 | 8.00 | | \$ 2,480.00 | \$ 18,888.00 | \$ 21,368.00 |
| 3 inch | 300 | 15.00 | | \$ 4,650.00 | \$ 35,415.00 | \$ 40,065.00 |
| 4 inch | 500 | 25.00 | | \$ 7,750.00 | \$ 59,025.00 | \$ 66,775.00 |
| 6 inch | 1,000 | 50.00 | | \$ 15,500.00 | \$ 118,050.00 | \$ 133,550.00 |

NOTE: Individual Residential meters will be assessed the SDF at the 5/8-inch rate regardless of meter / tap size up to 1 inch. Irrigation meters will be assessed at the actual meter / tap size.

CALCULATED SYSTEM DEVELOPMENT FEES

The actual, calculated 2023 SDF for the Town using the methodology and data provided in this analysis is shown in the table below. See Table 1 (page 15) and Table 2 (page 16).

| | | | | | | |
|---|----------------|---|---------------------------------------|---------------|----|----------|
| Water System | Capital Assets | = | Equivalent Residential Unit (ERU) SDF | (Buy In) | \$ | 310.14 |
| Water System | CIP | = | Incremental Cost / ERU / CIP Plan SDF | (Incremental) | \$ | - |
| Water System System Development Fee per ERU | | | | | \$ | 310.14 |
| Waste Water System | Capital Assets | = | Equivalent Residential Unit (ERU) SDF | (Buy In) | \$ | 2,361.14 |
| Waste Water System | CIP | = | Incremental Cost / ERU / CIP Plan SDF | (Incremental) | \$ | - |
| Waste Water System System Development Fee per ERU | | | | | \$ | 2,361.14 |
| Total System Development Fee per ERU | | | | | \$ | 2,671.28 |

| Meter Size | AWWA (GPM capacity) | | Capacity Factor | Waste Water SDF | | Total SDF |
|------------|---------------------|-------|-----------------|-----------------|---------------|---------------|
| | | | | Water SDF | SDF | |
| 5/8 inch | 20 | 1.00 | | \$ 310.14 | \$ 2,361.14 | \$ 2,671.28 |
| 3/4 inch | 30 | 1.50 | | \$ 465.21 | \$ 3,541.71 | \$ 4,006.92 |
| 1 inch | 50 | 2.50 | | \$ 775.34 | \$ 5,902.84 | \$ 6,678.18 |
| 1-1/2 inch | 100 | 5.00 | | \$ 1,550.69 | \$ 11,805.69 | \$ 13,356.38 |
| 2 inch | 160 | 8.00 | | \$ 2,481.10 | \$ 18,889.10 | \$ 21,370.20 |
| 3 inch | 300 | 15.00 | | \$ 4,652.06 | \$ 35,417.06 | \$ 40,069.12 |
| 4 inch | 500 | 25.00 | | \$ 7,753.44 | \$ 59,028.43 | \$ 66,781.87 |
| 6 inch | 1,000 | 50.00 | | \$ 15,506.88 | \$ 118,056.85 | \$ 133,563.73 |

NOTE: Individual Residential meters will be assessed the SDF at the 5/8 inch rate regardless of meter / tap size up to 1 inch. Irrigation meters will be assessed at the actual meter / tap size.

CALCULATION OF SYSTEM DEVELOPMENT FEES FOR WATER AND WASTE WATER

The following charts provide the calculation of each system's (Water or Waste Water) Replacement Cost New Less Depreciation, adjusted for outstanding debt and adjusted for any assets currently in service but not included in the 2022 assets to determine the system asset value.

The asset value for each system is then divided by the total Equivalent Residential Units of capacity for that system to determine the SDF per ERU.

WATER SYSTEM DEVELOPMENT ASSETS AND SDF CACULATION (TABLE 1)

| | Water System | [1] | [2] | [3] | [4] | [5] | [6] | [7] | [8] | [9] | [10] |
|------------|---|--|-----|--------------|---------|--------|--------|-------|--------|--------------|-----------------|
| Asset | Asset Description | Original | Dep | Accrued | Yr | % | Ins Yr | 2022 | RCN | | |
| Line # | 2022 Asset List | Cost | Yrs | Depreciation | Install | Dep | Index | Index | Factor | RCN | RCNLD |
| 89 | Phase I - Water capacity | \$ 625,000 | 40 | \$ 171,875 | 2011 | 27.50% | 142.8 | 236.8 | 1.658 | \$ 1,036,415 | \$ 751,401 |
| 91 | Deed of Easement PID 0406740055.. | \$ 45,000 | 40 | \$ 3,188 | 2019 | 7.08% | 186.8 | 236.8 | 1.268 | \$ 57,045 | \$ 53,004 |
| 92 | Topography Survey for Pump Station | \$ 5,010 | 40 | \$ 261 | 2020 | 5.21% | 198 | 236.8 | 1.196 | \$ 5,992 | \$ 5,680 |
| 93 | Topography Survey for Pump Station | \$ 5,047 | 40 | \$ 263 | 2020 | 5.21% | 198 | 236.8 | 1.196 | \$ 6,036 | \$ 5,722 |
| 94 | Topography Survey for Pump Station | \$ 4,555 | 40 | \$ 237 | 2020 | 5.21% | 198.0 | 236.8 | 1.196 | \$ 5,448 | \$ 5,164 |
| 27 | Water line extension - Wimberly | \$ 110,339 | 40 | \$ 82,754 | 1992 | 75.00% | 75.56 | 236.8 | 3.134 | \$ 345,809 | \$ 86,454 |
| 28 | Water line extension - Wimberly | \$ 14,368 | 40 | \$ 10,685 | 1992 | 74.37% | 75.56 | 236.8 | 3.134 | \$ 45,030 | \$ 11,542 |
| 31 | Water line extension - Junny | \$ 241,114 | 40 | \$ 175,310 | 1993 | 72.71% | 77.31 | 236.8 | 3.063 | \$ 738,574 | \$ 201,570 |
| 33 | Water line extension - Wimberly | \$ 15,172 | 40 | \$ 10,905 | 1993 | 71.88% | 77.31 | 236.8 | 3.063 | \$ 46,474 | \$ 13,071 |
| 34 | Water rehab | \$ 11,735 | 40 | \$ 7,334 | 1997 | 62.50% | 85.74 | 236.8 | 2.762 | \$ 32,408 | \$ 12,153 |
| 35 | Water lines & Sewer Split | \$ 562,025 | 40 | \$ 351,266 | 1997 | 62.50% | 85.74 | 236.8 | 2.762 | \$ 1,552,169 | \$ 582,063 |
| 36 | Water line extension - HWY 210 | \$ 40,547 | 40 | \$ 25,342 | 1997 | 62.50% | 85.74 | 236.8 | 2.762 | \$ 111,981 | \$ 41,993 |
| 37 | Water line extension - Tramwood | \$ 93,648 | 40 | \$ 53,848 | 1999 | 57.50% | 89.39 | 236.8 | 2.649 | \$ 248,075 | \$ 105,432 |
| 39 | Extension to water line | \$ 41,970 | 40 | \$ 13,640 | 2009 | 32.50% | 145.1 | 236.8 | 1.632 | \$ 68,493 | \$ 46,233 |
| 40 | Valve bypass - Mclver/Broad | \$ 7,750 | 40 | \$ 2,519 | 2009 | 32.50% | 145.1 | 236.8 | 1.632 | \$ 12,648 | \$ 8,537 |
| 41 | Water lines - Cottages | \$ 30,800 | 40 | \$ 6,160 | 2014 | 20.00% | 161.6 | 236.8 | 1.465 | \$ 45,133 | \$ 36,106 |
| 42 | Water lines- Phase 6 | \$ 35,200 | 40 | \$ 7,040 | 2014 | 20.00% | 161.6 | 236.8 | 1.465 | \$ 51,580 | \$ 41,264 |
| 43 | Shelter - 520 Campbell Street Split | \$ 15,878 | 40 | \$ 3,176 | 2015 | 20.00% | 167.6 | 236.8 | 1.413 | \$ 22,434 | \$ 17,947 |
| 45 | Johnsons Landing (Kennabeck Booster) | \$ 231,119 | 40 | \$ 34,668 | 2017 | 15.00% | 175.8 | 236.8 | 1.347 | \$ 311,314 | \$ 264,617 |
| 46 | Wake Co Elevated tank | \$ 1,182,938 | 40 | \$ 98,578 | 2019 | 8.33% | 186.8 | 236.8 | 1.268 | \$ 1,499,571 | \$ 1,374,607 |
| 49 | 88 Eclips 3 Bury Sampling Station | \$ 16,437 | 40 | \$ 1,233 | 2019 | 7.50% | 186.8 | 236.8 | 1.268 | \$ 20,836 | \$ 19,274 |
| 74 | Campbell Street building Split | \$ 83,536 | 40 | \$ 33,937 | 2007 | 40.63% | 132.1 | 236.8 | 1.793 | \$ 149,746 | \$ 88,912 |
| 84 | Rawls Church Road water lines | \$ 381,165 | 40 | \$ 44,470 | 2018 | 11.67% | 183.3 | 236.8 | 1.292 | \$ 492,416 | \$ 434,967 |
| 137 | Scada system - Dora St water tank | \$ 8,300 | 5 | \$ 5,395 | 2019 | 65.00% | 186.8 | 236.8 | 1.268 | \$ 10,522 | \$ 3,683 |
| 22 | Water & Sewer lines Split | \$ 3,378 | 40 | \$ 3,210 | 1985 | 95.01% | 67.6 | 236.8 | 3.503 | \$ 11,833 | \$ 590 |
| 23 | Water & Sewer lines Split | \$ 20,370 | 40 | \$ 18,334 | 1986 | 90.01% | 67.41 | 236.8 | 3.513 | \$ 71,553 | \$ 7,151 |
| 24 | Water & Sewer lines Split | \$ 30,639 | 40 | \$ 27,192 | 1986 | 88.75% | 67.41 | 236.8 | 3.513 | \$ 107,624 | \$ 12,107 |
| 25 | Water line construction | \$ 13,104 | 40 | \$ 11,304 | 1987 | 86.27% | 70.22 | 236.8 | 3.372 | \$ 44,193 | \$ 6,069 |
| 26 | Water line - North annex | \$ 48,612 | 40 | \$ 40,307 | 1989 | 82.92% | 73.74 | 236.8 | 3.211 | \$ 156,110 | \$ 26,671 |
| | Water System | Value Replacement Cost New Less Depreciation | | | | | | | | | \$ 4,263,981.58 |
| Appendix B | Less Debt | | | | | | | | | | \$ 2,523,799.14 |
| | Less Grants, Contributions, Etc. | | | | | | | | | | \$ - |
| | | | | | | | | | | | \$ 2,523,799.14 |
| | Water System | Value for System Development Fee / | | | | | | | | | \$ 1,740,182.44 |
| Appendix D | Water System | Total Equivalent Residential Units by Capacity | | | | | | | | | 5,611 |
| | Water System | = Equivalent Residential Unit (ERU) SDF | | | | | | | | | \$ 310.14 |
| | | | | | | | | | | | |
| [1] | June 30, 2022 Financial Data | | | | | | | | | | |
| [2] | June 30, 2022 Financial Data | | | | | | | | | | |
| [3] | June 30, 2022 Financial Data | | | | | | | | | | |
| [4] | June 30, 2022 Financial Data | | | | | | | | | | |
| [5] | Percent of Asset Depreciation [3]/[1] | | | | | | | | | | |
| [6] | RSMeans Index - Annual 2022 for Installed Date Appendix C | | | | | | | | | | |
| [7] | RSMeans Index - Annual 2022 Appendix C | | | | | | | | | | |
| [8] | Replacement Cost New Factor [7]/[6] | | | | | | | | | | |
| [9] | Replacement Cost New [1]X[8] | | | | | | | | | | |
| [10] | Replacement Cost New Less Depreciation ([1]-[5])x[9] | | | | | | | | | | |

WASTE WATER ASSETS AND SDF CALCULATION (TABLE 2)

| Asset | Waste Water System | [1] | [2] | [3] | [4] | [5] | [6] | [7] | [8] | [9] | [10] |
|------------|---|---|-----|--------------|---------|--------|--------|-------|--------|--------------|------------------|
| Line # | Asset Description | Original | Dep | Accrued | Yr | % | Ins Yr | 2022 | RCN | | |
| | 2022 Asset List | Cost | Yrs | Depreciation | Install | Dep | Index | Index | Factor | RCN | RCNLD |
| 96 | Trench box | \$ 6,645 | 5 | \$ 5,708 | 2018 | 85.90% | 183.3 | 236.8 | 1.292 | \$ 8,584 | \$ 1,210 |
| 90 | Sewer capacity - Phase I | \$ 1,400,000 | 40 | \$ 350,000 | 2012 | 25.00% | 155.4 | 236.8 | 1.524 | \$ 2,133,333 | \$ 1,600,000 |
| 43 | Shelter - 520 Campbell Street Split | \$ 15,878 | 40 | \$ 3,176 | 2015 | 20.00% | 167.6 | 236.8 | 1.413 | \$ 22,434 | \$ 17,947 |
| 58 | Sewer rehab | \$ 257,406 | 40 | \$ 196,272 | 1992 | 76.25% | 75.56 | 236.8 | 3.134 | \$ 806,724 | \$ 191,596 |
| 60 | Sewer plant | \$ 40,813 | 40 | \$ 29,590 | 1993 | 72.50% | 77.31 | 236.8 | 3.063 | \$ 125,017 | \$ 34,379 |
| 61 | Water & sewer lines | \$ 8,594 | 40 | \$ 5,783 | 1995 | 67.29% | 81.79 | 236.8 | 2.895 | \$ 24,881 | \$ 8,138 |
| 62 | Sewer rehab | \$ 84,824 | 40 | \$ 55,135 | 1996 | 65.00% | 83.77 | 236.8 | 2.827 | \$ 239,788 | \$ 83,926 |
| 63 | Waste water treatment plant | \$ 1,353,230 | 40 | \$ 880,575 | 1996 | 65.07% | 83.77 | 236.8 | 2.827 | \$ 3,825,450 | \$ 1,336,151 |
| 64 | Waste water treatment plant | \$ 2,393,000 | 40 | \$ 1,555,450 | 1996 | 65.00% | 83.77 | 236.8 | 2.827 | \$ 6,764,779 | \$ 2,367,673 |
| 65 | Sewer rehab | \$ 9,970 | 40 | \$ 6,231 | 1997 | 62.50% | 85.74 | 236.8 | 2.762 | \$ 27,536 | \$ 10,326 |
| 67 | Sewer line - McIver Street | \$ 11,230 | 40 | \$ 5,896 | 2001 | 52.50% | 93.3 | 236.8 | 2.538 | \$ 28,502 | \$ 13,539 |
| 68 | Sewer line - Windsor | \$ 254,228 | 40 | \$ 133,470 | 2001 | 52.50% | 93.3 | 236.8 | 2.538 | \$ 645,244 | \$ 306,491 |
| 69 | Sewer line - Honeycutt Dr | \$ 7,938 | 40 | \$ 4,118 | 2001 | 51.88% | 93.3 | 236.8 | 2.538 | \$ 20,146 | \$ 9,695 |
| 70 | Sewer line - Jill street | \$ 14,929 | 40 | \$ 7,713 | 2001 | 51.67% | 93.3 | 236.8 | 2.538 | \$ 37,891 | \$ 18,314 |
| 71 | Sewer line - HWY 55 | \$ 14,270 | 40 | \$ 7,373 | 2001 | 51.67% | 93.3 | 236.8 | 2.538 | \$ 36,218 | \$ 17,505 |
| 72 | Sewer line - Dunn street | \$ 8,172 | 40 | \$ 4,205 | 2001 | 51.46% | 93.3 | 236.8 | 2.538 | \$ 20,741 | \$ 10,068 |
| 73 | Sewer line - Pleasant street | \$ 20,891 | 40 | \$ 10,663 | 2002 | 51.04% | 96.3 | 236.8 | 2.459 | \$ 51,370 | \$ 25,150 |
| 74 | Campbell Street building | \$ 83,536 | 40 | \$ 33,937 | 2007 | 40.63% | 132.1 | 236.8 | 1.793 | \$ 149,746 | \$ 88,912 |
| 76 | Sewer line - Clearfield | \$ 503,108 | 40 | \$ 189,714 | 2007 | 37.71% | 132.1 | 236.8 | 1.793 | \$ 901,863 | \$ 561,785 |
| 78 | Sewer line - Clearfield | \$ 6,756 | 40 | \$ 2,520 | 2007 | 37.29% | 132.1 | 236.8 | 1.793 | \$ 12,111 | \$ 7,595 |
| 79 | Clearfield pump station fence | \$ 2,800 | 40 | \$ 1,447 | 2007 | 51.67% | 132.1 | 236.8 | 1.793 | \$ 5,019 | \$ 2,426 |
| 80 | Sewer plant - Phase I | \$ 1,115,348 | 40 | \$ 308,514 | 2011 | 27.66% | 142.8 | 236.8 | 1.658 | \$ 1,849,540 | \$ 1,337,943 |
| 81 | Sewer plant - Phase II | \$ 3,055,329 | 40 | \$ 763,832 | 2012 | 25.00% | 155.4 | 236.8 | 1.524 | \$ 4,655,739 | \$ 3,491,804 |
| 82 | Laserflow meter system | \$ 17,416 | 5 | \$ 16,255 | 2017 | 93.33% | 175.8 | 236.8 | 1.347 | \$ 23,459 | \$ 1,564 |
| 88 | Sewer Outfall Up Size Contract | \$ 192,572 | 40 | \$ 12,838 | 2019 | 6.67% | 186.8 | 236.8 | 1.268 | \$ 244,117 | \$ 227,843 |
| 159 | Lagoon splitter box | \$ 136,385 | 40 | \$ 78,706 | 1999 | 57.71% | 89.4 | 236.8 | 2.649 | \$ 361,287 | \$ 152,794 |
| 200 | Pump Station 1 Replacement | \$ 11,298 | 40 | \$ 659 | 2020 | 5.83% | 198.0 | 236.8 | 1.196 | \$ 13,512 | \$ 12,724 |
| 35 | Water lines & Sewer Split | \$ 562,025 | 40 | \$ 351,266 | 1997 | 62.50% | 85.74 | 236.8 | 2.762 | \$ 1,552,169 | \$ 582,063 |
| 22 | Water & Sewer lines Split | \$ 3,378 | 40 | \$ 3,210 | 1985 | 95.01% | 67.6 | 236.8 | 3.503 | \$ 11,833 | \$ 590 |
| 23 | Water & Sewer lines Split | \$ 20,370 | 40 | \$ 18,334 | 1986 | 90.01% | 67.41 | 236.8 | 3.513 | \$ 71,553 | \$ 7,151 |
| 24 | Water & Sewer lines Split | \$ 30,639 | 40 | \$ 27,192 | 1986 | 88.75% | 67.41 | 236.8 | 3.513 | \$ 107,624 | \$ 12,107 |
| 53 - 55 | Sewer Plant | \$ 827,299 | 40 | \$ 785,934 | 1985 | 95.00% | 67.6 | 236.8 | 3.503 | \$ 2,897,994 | \$ 144,900 |
| 201 | Replace Pumps @ Pump Station 2 | \$ 18,904 | 5 | \$ 7,877 | 2020 | 41.67% | 198 | 236.8 | 1.196 | \$ 22,608 | \$ 13,188 |
| | Waste Water System | Value Replacement Cost New Less Depreciation | | | | | | | | | \$ 12,697,495.96 |
| Appendix B | Less Debt | | | | | | | | | | \$ 3,529,200.86 |
| | Less Grants, Contributions, Etc. | | | | | | | | | | \$ - |
| | | | | | | | | | | | \$ 3,529,200.86 |
| | Waste Water System | Value for System Development Fee / | | | | | | | | | \$ 9,168,295.10 |
| Appendix D | Waste Water System | Total Equivalent Residential Unit by Capacity | | | | | | | | | 3,883 |
| | Waste Water System | = Equivalent Residential Unit (ERU) SDF | | | | | | | | | \$ 2,361.14 |
| [1] | June 30, 2022 Financial Data | | | | | | | | | | |
| [2] | June 30, 2022 Financial Data | | | | | | | | | | |
| [3] | June 30, 2022 Financial Data | | | | | | | | | | |
| [4] | June 30, 2022 Financial Data | | | | | | | | | | |
| [5] | Percent of Asset Depreciation [3]/[1] | | | | | | | | | | |
| [6] | RSMeans Index - Annual 2022 for Installed Date Appendix C | | | | | | | | | | |
| [7] | RSMeans Index - Annual 2022 Appendix C | | | | | | | | | | |
| [8] | Replacement Cost New Factor [7]/[6] | | | | | | | | | | |
| [9] | Replacement Cost New [1]X[8] | | | | | | | | | | |
| [10] | Replacement Cost New Less Depreciation ([1]-[5]) x [9] | | | | | | | | | | |

INCREMENTAL DEVELOPMENT FEES

The determination of the SDF per ERU for the Incremental Development portion (if any) is shown in the table below. The projected total cost of each ongoing project, including the principal and interest over the term of CIP (Capital Improvement Plan) is used. Per the requirements of the Act, the SDF analysis then deducts any interest and outstanding principal over the CIP term to determine the principal paid to date to value the additional facilities. The Incremental System Development Fee is based on the principal payments to date of any ongoing projects divided by the system's total Equivalent Residential Units as determined above.

There are no Incremental System Development Fees for the 2023 Update.

Appendix A

HOUSE BILL 436 - PUBLIC WATER AND SEWER SYSTEM DEVELOPMENT FEE ACT

GENERAL ASSEMBLY OF NORTH CAROLINA SESSION 2017 SESSION LAW 2017-138 HOUSE BILL 436

H436-v-6

AN ACT TO PROVIDE FOR UNIFORM AUTHORITY TO IMPLEMENT SYSTEM DEVELOPMENT FEES FOR PUBLIC WATER AND SEWER SYSTEMS IN NORTH CAROLINA AND TO CLARIFY THE APPLICABLE STATUTE OF LIMITATIONS.

The General Assembly of North Carolina enacts:

SECTION 1. Chapter 162A of the General Statutes is amended by adding a new Article to read:

"Article 8.

"System Development Fees.

"§ 162A-200. Short title.

This Article shall be known and may be cited as the "Public Water and Sewer System Development Fee Act."

"§ 162A-201. Definitions.

The following definitions apply in this Article:

- (1) Capital improvement. – A planned facility or expansion of capacity of an existing facility other than a capital rehabilitation project necessitated by and attributable to new development.
- (2) Capital rehabilitation project. – Any repair, maintenance, modernization, upgrade, update, replacement, or correction of deficiencies of a facility, including any expansion or other undertaking to increase the preexisting level of service for existing development.
- (3) Existing development. – Land subdivisions, structures, and land uses in existence at the start of the written analysis process required by G.S. 162A-205, no more than one year prior to the adoption of a system development fee.
- (4) Facility. – A water supply, treatment, storage, or distribution facility, or a wastewater collection, treatment, or disposal facility, including for reuse or reclamation of water, owned or operated, or to be owned or operated, by a local governmental unit and land associated with such facility.
- (5) Local governmental unit. – Any political subdivision of the State that owns or operates a facility, including those owned or operated pursuant to local act of the General Assembly or pursuant to Part 2 of Article 2 of Chapter 130A, Article 15 of Chapter 153A, Article 16 of Chapter 160A, or Articles 1, 4, 5, 5A, or 6 of Chapter 162A of the General Statutes.
- (6) New development. – Any of the following occurring after the date a local government begins the written analysis process required by G.S. 162A-205, no more than one year prior to the adoption of a system development fee, which increases the capacity necessary to serve that development:
 - a. The subdivision of land.

Page 2 Session Law 2017-138 House Bill 436

- b. The construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure which increases the number of service units.
- c. Any use or extension of the use of land which increases the number of service units.
- (7) Service. – Water or sewer service, or water and sewer service, provided by a local governmental unit.
- (8) Service unit. – A unit of measure, typically an equivalent residential unit, calculated in accordance with generally accepted engineering or planning standards.
- (9) System development fee. – A charge or assessment for service imposed with respect to new development to fund costs of capital improvements necessitated by and attributable to such new development, to recoup costs of existing facilities which serve such new development, or a combination of those costs, as provided in this Article. The term includes amortized charges, lump-sum charges, and any other fee that functions as described by this definition regardless of terminology. The term does not include any of the following:

- a. A charge or fee to pay the administrative, plan review, or inspection costs associated with permits required for development.
 - b. Tap or hookup charges for the purpose of reimbursing the local governmental unit for the actual cost of connecting the service unit to the system.
 - c. Availability charges.
 - d. Dedication of capital improvements on-site, adjacent, or ancillary to a development absent a written agreement providing for credit or reimbursement to the developer pursuant to G.S. 153A-280, 153A-451, 160A-320, 160A-499 or Part 3A of Article 18, Chapter 153A or Part 3D of Article 19, Chapter 160A of the General Statutes.
 - e. Reimbursement to the local governmental unit for its expenses in constructing or providing for water or sewer utility capital improvements adjacent or ancillary to the development if the owner or developer has agreed to be financially responsible for such expenses; however, such reimbursement shall be credited to any system development fee charged as set forth in G.S. 162A-207(c).
- (10) System development fee analysis. – An analysis meeting the requirements of G.S. 162A-205.

"§ 162A-202. Reserved.

"§ 162A-203. Authorization of system development fee.

- (a) A local governmental unit may adopt a system development fee for water or sewer service only in accordance with the conditions and limitations of this Article.
- (b) A system development fee adopted by a local governmental unit under any lawful authority other than this Article and in effect on October 1, 2017, shall be conformed to the requirements of this Article not later than July 1, 2018.

"§ 162A-204. Reserved.

"§ 162A-205. Supporting analysis.

A system development fee shall be calculated based on a written analysis, which may constitute or be included in a capital improvements plan, that:

House Bill 436 Session Law 2017-138 Page 3

- (1) Is prepared by a financial professional or a licensed professional engineer qualified by experience and training or education to employ generally accepted accounting, engineering, and planning methodologies to calculate system development fees for public water and sewer systems.
- (2) Documents in reasonable detail the facts and data used in the analysis and their sufficiency and reliability.
- (3) Employs generally accepted accounting, engineering, and planning methodologies, including the buy-in, incremental cost or marginal cost, and combined cost methods for each service, setting forth appropriate analysis as to the consideration and selection of a method appropriate to the circumstances and adapted as necessary to satisfy all requirements of this Article.
- (4) Documents and demonstrates the reliable application of the methodologies to the facts and data, including all reasoning, analysis, and interim calculations underlying each identifiable component of the system development fee and the aggregate thereof.
- (5) Identifies all assumptions and limiting conditions affecting the analysis and demonstrates that they do not materially undermine the reliability of conclusions reached.
- (6) Calculates a final system development fee per service unit of new development and includes an equivalency or conversion table for use in determining the fees applicable for various categories of demand.
- (7) Covers a planning horizon of not less than 10 years nor more than 20 years.
- (8) Is adopted by resolution or ordinance of the local governmental unit in accordance with G.S. 162A-209.

"§ 162A-206. Reserved.

"§ 162A-207. Minimum requirements.

- (a) Maximum. – A system development fee shall not exceed that calculated based on the system development fee analysis.

(b) Revenue Credit. – In applying the incremental cost or marginal cost, or the combined cost, method to calculate a system development fee with respect to water or sewer capital improvements, the system development fee analysis must include as part of that methodology a credit against the projected aggregate cost of water or sewer capital improvements. That credit shall be determined based upon generally accepted calculations and shall reflect a deduction of either the outstanding debt principal or the present value of projected water and sewer revenues received by the local governmental unit for the capital improvements necessitated by and attributable to such new development, anticipated over the course of the planning horizon. In no case shall the credit be less than twenty-five percent (25%) of the aggregate cost of capital improvements.

(c) Construction or Contributions Credit. – In calculating the system development fee with respect to new development, the local governmental unit shall credit the value of costs in excess of the development's proportionate share of connecting facilities required to be oversized for use of others outside of the development. No credit shall be applied, however, for water or sewer capital improvements on-site or to connect new development to water or sewer facilities.

"§ 162A-208. Reserved.

"§ 162A-209. Adoption and periodic review.

(a) For not less than 45 days prior to considering the adoption of a system development fee analysis, the local governmental unit shall post the analysis on its Web site and solicit and furnish a means to submit written comments, which shall be considered by the preparer of the analysis for possible modifications or revisions.

Page 4 Session Law 2017-138 House Bill 436

(b) After expiration of the period for posting, the governing body of the local governmental unit shall conduct a public hearing prior to considering adoption of the analysis with any modifications or revisions.

(c) The local governmental unit shall publish the system development fee in its annual budget or rate plan or ordinance. The local governmental unit shall update the system development fee analysis at least every five years.

"§ 162A-210. Reserved.

"§ 162A-211. Use and administration of revenue.

(a) Revenue from system development fees calculated using the incremental cost method or marginal cost method, exclusively or as part of the combined cost method, shall be expended only to pay:

(1) Costs of constructing capital improvements including, and limited to, any of the following:

a. Construction contract prices.

b. Surveying and engineering fees.

c. Land acquisition cost.

d. Principal and interest on bonds, notes, or other obligations issued by or on behalf of the local governmental unit to finance any costs for an item listed in sub-subdivisions a. through c. of this subdivision.

(2) Professional fees incurred by the local governmental unit for preparation of the system development fee analysis.

(3) If no capital improvements are planned for construction within five years or the foregoing costs are otherwise paid or provided for, then principal and interest on bonds, notes, or other obligations issued by or on behalf of a local governmental unit to finance the construction or acquisition of existing capital improvements.

(b) Revenue from system development fees calculated using the buy-in method may be expended for previously completed capital improvements for which capacity exists and for capital rehabilitation projects. The basis for the buy-in calculation for previously completed capital improvements shall be determined by using a generally accepted method of valuing the actual or replacement costs of the capital improvement for which the buy-in fee is being collected less depreciation, debt credits, grants, and other generally accepted valuation adjustments.

(c) A local governmental unit may pledge a system development fee as security for the payment of debt service on a bond, note, or other obligation subject to compliance with the foregoing limitations.
(d) System development fee revenues shall be accounted for by means of a capital reserve fund established pursuant to Part 2 of Article 3 of Chapter 159 of the General Statutes and limited as to expenditure of funds in accordance with this section.

"§ 162A-212. Reserved.

"§ 162A-213. Time for collection of system development fees.

For new development involving the subdivision of land, the system development fee shall be collected by a local governmental unit either at the time of plat recordation or when water or sewer service for the subdivision or other development is committed by the local governmental unit. For all other new development, the local governmental unit shall collect the system development fee at the time of application for connection of the individual unit of development to the service or facilities.

"§ 162A-214. Reserved.

"§ 162A-215. Narrow construction.

House Bill 436 Session Law 2017-138 Page 5

Notwithstanding G.S. 153A-4 and G.S. 160A-4, in any judicial action interpreting this Article, all powers conferred by this Article shall be narrowly construed to ensure that system development fees do not unduly burden new development."

SECTION 2. G.S. 130A-64 reads as rewritten:

"§ 130A-64. Service charges and rates.

(a) A sanitary district board shall apply service charges and rates based upon the exact benefits derived. These service charges and rates shall be sufficient to provide funds for the maintenance, adequate depreciation and operation of the work of the district. If reasonable, the service charges and rates may include an amount sufficient to pay the principal and interest maturing on the outstanding bonds and, to the extent not otherwise provided for, bond anticipation notes of the district. Any surplus from operating revenues shall be set aside as a separate fund to be applied to the payment of interest on or to the retirement of bonds or bond anticipation notes. The sanitary district board may modify and adjust these service charges and rates.

(b) The district board may require system development fees only in accordance with Article 8 of Chapter 162A of the General Statutes."

SECTION 3. G.S. 153A-277 reads as rewritten:

"§ 153A-277. Authority to fix and enforce rates.

(a) A county may establish and revise from time to time schedules of rents, rates, fees, charges, and penalties for the use of or the services furnished or to be furnished by a public enterprise. Schedules of rents, rates, fees, charges, and penalties may vary for the same class of service in different areas of the county and may vary according to classes of service, and different schedules may be adopted for services provided outside of the county. A county may include a fee relating to subsurface discharge wastewater management systems and services on the property tax bill for the real property where the system for which the fee is imposed is located.

...

(a2) A county may require system development fees only in accordance with Article 8 of Chapter 162A of the General Statutes.

...."

SECTION 4.(a) G.S. 160A-314 reads as rewritten:

"§ 160A-314. Authority to fix and enforce rates.

(a) A city may establish and revise from time to time schedules of rents, rates, fees, charges, and penalties for the use of or the services furnished or to be furnished by any public enterprise. Schedules of rents, rates, fees, charges, and penalties may vary according to classes of service, and different schedules may be adopted for services provided outside the corporate limits of the city.

...

(e) A city may require system development fees only in accordance with Article 8 of Chapter 162A of the General Statutes."

SECTION 4.(b) G.S. 160A-317 is amended by adding a new subsection to read:

"(a4) System Development Fees. – A city may require system development fees only in accordance with Article 8 of Chapter 162A of the General Statutes."

SECTION 5.(a) G.S. 162A-6(a) is amended by adding a new subdivision to read:

"(9a) To impose and require system development fees only in accordance with Article 8 of this Chapter."

SECTION 5.(b) G.S. 162A-9 is amended by adding a new subsection to read:

"(a5) An authority may require system development fees only in accordance with Article 8 of this Chapter."

SECTION 6.(a) G.S. 162A-36(a) is amended by adding a new subdivision to read:

Page 6 Session Law 2017-138 House Bill 436

"(8a) To impose and require system development fees only in accordance with Article 8 of this Chapter."

SECTION 6.(b) G.S. 162A-49 reads as rewritten:

"§ 162A-49. Rates and charges for services.

(a) The district board may fix, and may revise from time to time, rents, rates, fees and other charges for the use of land for the services furnished or to be furnished by any water system or sewerage system or both. Such rents, rates, fees and charges shall not be subject to supervision or regulation by any bureau, board, commission, or other agency of the State or of any political subdivision. Any such rents, rates, fees and charges pledged to the payment of revenue bonds of the district shall be fixed and revised so that the revenues of the water system or sewerage system or both, together with any other available funds, shall be sufficient at all times to pay the cost of maintaining, repairing and operating the water system or the sewerage system or both, the revenues of which are pledged to the payment of such revenue bonds, including reserves for such purposes, and to pay the interest on and the principal of such revenue bonds as the same shall become due and payable and to provide reserves therefor. If any such rents, rates, fees and charges are pledged to the payment of any general obligation bonds issued under this Article, such rents, rates, fees and charges shall be fixed and revised so as to comply with the requirements of such pledge. The district board may provide methods for collection of such rents, rates, fees and charges and measures for enforcement of collection thereof, including penalties and the denial or discontinuance of service.

(b) The district board may require system development fees only in accordance with Article 8 of this Chapter."

SECTION 7.(a) G.S. 162A-69 is amended by adding a new subdivision to read:

"(8a) To impose and require system development fees only in accordance with Article 8 of this Chapter."

SECTION 7.(b) G.S. 162A-72 reads as rewritten:

"§ 162A-72. Rates and charges for services.

(a) The district board may fix, and may revise from time to time, rents, rates, fees and other charges for the use of and for the services furnished or to be furnished by any sewerage system. Such rents, rates, fees and charges shall not be subject to supervision or regulation by any bureau, board, commission, or other agency of the State or of any political subdivision. Any such rents, rates, fees and charges pledged to the payment of revenue bonds of the district shall be fixed and revised so that the revenues of the sewerage system, together with any other available funds, shall be sufficient at all times to pay the cost of maintaining, repairing and operating the sewerage system the revenues of which are pledged to the payment of such revenue bonds, including reserves for such purposes, and to pay the interest on and the principal of such revenue bonds as the same shall become due and payable and to provide reserves therefor. If any such rents, rates, fees and charges are pledged to the payment of any general obligation bonds issued under this Article, such rents, rates, fees and charges shall be fixed and revised so as to comply with the requirements of such pledge. The district board may

provide methods for collection of such rents, rates, fees and charges and measures for enforcement of collection thereof, including penalties and the denial or discontinuance of service.

(b) The district board may require system development fees only in accordance with Article 8 of this Chapter."

SECTION 8. G.S. 162A-85.13 is amended by adding a new subsection to read:

"(a1) The district board may require system development fees only in accordance with Article 8 of this Chapter."

SECTION 9. G.S. 162A-88 reads as rewritten:

"§ 162A-88. District is a municipal corporation.

House Bill 436 Session Law 2017-138 Page 7

(a) The inhabitants of a county water and sewer district created pursuant to this Article are a body corporate and politic by the name specified by the board of commissioners. Under that name they are vested with all the property and rights of property belonging to the corporation; have perpetual succession; may sue and be sued; may contract and be contracted with; may acquire and hold any property, real and personal, devised, sold, or in any manner conveyed, dedicated to, or otherwise acquired by them, and from time to time may hold, invest, sell, or dispose of the same; may have a common seal and alter and renew it at will; may establish, revise and collect rates, fees or other charges and penalties for the use of or the services furnished or to be furnished by any sanitary sewer system, water system or sanitary sewer and water system of the district; and may exercise those powers conferred on them by this Article.

(b) The district board may require system development fees only in accordance with Article 8 of this Chapter."

SECTION 10.(a) G.S. 1-52(15) reads as rewritten:

"(15) For the recovery of taxes paid as provided in G.S. 105-381.G.S. 105-381 or for the recovery of an unlawful fee, charge, or exaction collected by a county, municipality, or other unit of local government for water or sewer service or water and sewer service."

SECTION 10.(b) This section is to clarify and not alter G.S. 1-52.

SECTION 11. Sections 1 through 9 of this act become effective October 1, 2017, and apply to system development fees imposed on or after that date. Section 10 of this act, being a clarifying amendment, has retroactive effect and applies to claims accrued or pending prior to and after the date that section becomes law. Nothing in this act provides retroactive authority for any system development fee, or any similar fee for water or sewer services to be furnished, collected by a local governmental unit prior to October 1, 2017. The remainder of this act is effective when it becomes law and applies to claims accrued or pending prior to and after that date.

In the General Assembly read three times and ratified this the 29th day of June, 2017.

s/ Daniel J. Forest
President of the Senate

s/ Tim Moore
Speaker of the House of Representatives

s/ Roy Cooper
Governor Approved 4:13 p.m. this 20th day of July, 2017

Appendix B

Table I

| Water and Waste Water Debt Principal as of March 1, 2023 | | | | |
|---|--------------------|---------------------------|-------------|---------------------------------------|
| During 2021 the Town of Angier Refinanced and Issued New Debt to Consolidate: DENR Refunding Series 2011, Sanitary Sewer Series 2010A, Sanitary Sewer Series 2012, Kennebeck Tank Installment and Other Projects. | | | | |
| | Issued | Debt as of March 1, 2023* | | |
| Revenue Bonds 2021A | \$3,349,000 | \$3,349,000 | | |
| Revenue Bonds 2021B | \$2,869,000 | \$2,704,000 | | (Debt - Principal Paid 2022 and 2023) |
| Total Issued Debt | \$6,218,000 | \$6,053,000 | | |
| Debt Allocation to Water and Waste Water Based on Previous Debt, Installment Funding and Expenditures at Issue Date ** | | | | |
| | Percent Allocation | | | |
| Water | 42% | | \$2,523,799 | |
| Waste Water | 58% | | \$3,529,201 | |
| | | | \$6,053,000 | |
| * Based on Principal Debt 2021 A & 2021 B Schedule 1 Appendix B | | | | |
| ** Allocation based on Water & Waste Water Debt to be Refunded and Estimated Projects to be Financed with 2021 A and 2021 B Revenue Bonds | | | | |

Table II

| Refunding and Project Financing 2021 Revenue Bonds Estimated Allocation of 2021 Revenue Bonds by Water & Waste Water | | | | | | |
|---|---------------|--------------------------|-----------|-----|-------------|------|
| | Refunded Debt | Other Project Debt | | | Total | % ** |
| Water Debt and Projects | \$1,735,346 | * 500K Tank & Other | \$857,250 | [1] | \$2,592,596 | 42% |
| Waste Water Debt and Projects | \$2,723,000 | * Est Pump 1 & 6 & Other | \$902,404 | [2] | \$3,625,404 | 58% |
| | \$4,458,346 | | | [3] | \$6,218,000 | |
| * Estimate for Town financed portion of Additional Projects from 2021 Revenue Bonds as of 12/28/2022 for Water and Waste Water Projects until specific financing resources are identified for each project. | | | | | | |
| ** Percent Allocation based on [1]/[3] for Water & [2]/[3] Waste Water | | | | | | |

Appendix B

Table III

| Town of Angier Amortization G.O. Bonds | | Allocation by Water & Waste Water for 2021 Revenue Bonds Refunding of GO, Revenue and Installment Purchases | | |
|--|----|--|-------------------|-------------------|
| | | 2022 | June 30, 2023 | |
| Description | | L/T Portion | Principal | Interest |
| Water Revolving-DENR Refunding, Series 2011 | \$ | 424,512 | 100,926.12 | 15,155.08 |
| Total GO Bonds | \$ | 424,512 | 100,926.12 | 15,155.08 |
| Sanitary Sewer-Series 2010A | \$ | 1,049,000 | 22,000.00 | 43,271.25 |
| Sanitary Sewer-Series 2012 | \$ | 1,674,000 | 33,000.00 | 62,775.00 |
| Total Revenue Bonds | \$ | 2,723,000 | 55,000.00 | 106,046.25 |
| Total Utility Fund Bonds | \$ | 3,147,512 | 155,926.12 | 121,201.33 |
| | | June 30, 2023 | | |
| | | Principal | | Interest |
| Installment Purchases | | | | |
| Water Kennebeck Elevated Tank | \$ | 1,310,834 | 100,246.83 | 30,836.55 |
| | | Total Project | | Project Interest |
| | | 1,966,250.73 | | 366,250.72 |
| Total Installment | \$ | 1,310,834 | 100,246.83 | 30,836.55 |
| Total Bonds & Installment | \$ | 4,458,346 | 357,099.07 | 167,192.96 |

Appendix B

Table IV

2021A 2023 Debt = \$3,349,000

Schedule I

BOND DEBT SERVICE

Town of Angier, North Carolina
Series 2021A Revenue Bonds

| Period Ending | Principal | Coupon | Interest | Debt Service |
|------------------|-----------|--------|------------|--------------|
| 02/01/2022 | | | 26,001.26 | 26,001.26 |
| 08/01/2022 | | | 36,001.75 | 36,001.75 |
| 02/01/2023 | | | 36,001.75 | 36,001.75 |
| 08/01/2023 | | | 36,001.75 | 36,001.75 |
| 02/01/2024 | 165,000 | 2.150% | 36,001.75 | 201,001.75 |
| 08/01/2024 | | | 34,228.00 | 34,228.00 |
| 02/01/2025 | 169,000 | 2.150% | 34,228.00 | 203,228.00 |
| 08/01/2025 | | | 32,411.25 | 32,411.25 |
| 02/01/2026 | 173,000 | 2.150% | 32,411.25 | 205,411.25 |
| 08/01/2026 | | | 30,551.50 | 30,551.50 |
| 02/01/2027 | 176,000 | 2.150% | 30,551.50 | 206,551.50 |
| 08/01/2027 | | | 28,659.50 | 28,659.50 |
| 02/01/2028 | 180,000 | 2.150% | 28,659.50 | 208,659.50 |
| 08/01/2028 | | | 26,724.50 | 26,724.50 |
| 02/01/2029 | 184,000 | 2.150% | 26,724.50 | 210,724.50 |
| 08/01/2029 | | | 24,746.50 | 24,746.50 |
| 02/01/2030 | 188,000 | 2.150% | 24,746.50 | 212,746.50 |
| 08/01/2030 | | | 22,725.50 | 22,725.50 |
| 02/01/2031 | 192,000 | 2.150% | 22,725.50 | 214,725.50 |
| 08/01/2031 | | | 20,661.50 | 20,661.50 |
| 02/01/2032 | 196,000 | 2.150% | 20,661.50 | 216,661.50 |
| 08/01/2032 | | | 18,554.50 | 18,554.50 |
| 02/01/2033 | 200,000 | 2.150% | 18,554.50 | 218,554.50 |
| 08/01/2033 | | | 16,404.50 | 16,404.50 |
| 02/01/2034 | 204,000 | 2.150% | 16,404.50 | 220,404.50 |
| 08/01/2034 | | | 14,211.50 | 14,211.50 |
| 02/01/2035 | 209,000 | 2.150% | 14,211.50 | 223,211.50 |
| 08/01/2035 | | | 11,964.75 | 11,964.75 |
| 02/01/2036 | 213,000 | 2.150% | 11,964.75 | 224,964.75 |
| 08/01/2036 | | | 9,675.00 | 9,675.00 |
| 02/01/2037 | 218,000 | 2.150% | 9,675.00 | 227,675.00 |
| 08/01/2037 | | | 7,331.50 | 7,331.50 |
| 02/01/2038 | 223,000 | 2.150% | 7,331.50 | 230,331.50 |
| 08/01/2038 | | | 4,934.25 | 4,934.25 |
| 02/01/2039 | 227,000 | 2.150% | 4,934.25 | 231,934.25 |
| 08/01/2039 | | | 2,494.00 | 2,494.00 |
| 02/01/2040 | 232,000 | 2.150% | 2,494.00 | 234,494.00 |
| | 3,349,000 | | 782,564.76 | 4,131,564.76 |

Appendix B

Table V

2021 B 2023 Debt = \$2,869,000 - \$89,000 (2022 Principal Payment) - \$76,000 (2023 Principal Payment)
= \$2,704,000

Schedule I

BOND DEBT SERVICE

Town of Angier, North Carolina
Series 2021B Revenue Bonds

| Period Ending | Principal | Coupon | Interest | Debt Service |
|------------------|-----------|--------|------------|--------------|
| 02/01/2022 | 89,000 | 1.940% | 20,098.93 | 109,098.93 |
| 08/01/2022 | | | 26,966.00 | 26,966.00 |
| 02/01/2023 | 76,000 | 1.940% | 26,966.00 | 102,966.00 |
| 08/01/2023 | | | 26,228.80 | 26,228.80 |
| 02/01/2024 | 60,000 | 1.940% | 26,228.80 | 86,228.80 |
| 08/01/2024 | | | 25,646.80 | 25,646.80 |
| 02/01/2025 | 61,000 | 1.940% | 25,646.80 | 86,646.80 |
| 08/01/2025 | | | 25,055.10 | 25,055.10 |
| 02/01/2026 | 63,000 | 1.940% | 25,055.10 | 88,055.10 |
| 08/01/2026 | | | 24,444.00 | 24,444.00 |
| 02/01/2027 | 184,000 | 1.940% | 24,444.00 | 208,444.00 |
| 08/01/2027 | | | 22,659.20 | 22,659.20 |
| 02/01/2028 | 187,000 | 1.940% | 22,659.20 | 209,659.20 |
| 08/01/2028 | | | 20,845.30 | 20,845.30 |
| 02/01/2029 | 191,000 | 1.940% | 20,845.30 | 211,845.30 |
| 08/01/2029 | | | 18,992.60 | 18,992.60 |
| 02/01/2030 | 195,000 | 1.940% | 18,992.60 | 213,992.60 |
| 08/01/2030 | | | 17,101.10 | 17,101.10 |
| 02/01/2031 | 198,000 | 1.940% | 17,101.10 | 215,101.10 |
| 08/01/2031 | | | 15,180.50 | 15,180.50 |
| 02/01/2032 | 202,000 | 1.940% | 15,180.50 | 217,180.50 |
| 08/01/2032 | | | 13,221.10 | 13,221.10 |
| 02/01/2033 | 332,000 | 1.940% | 13,221.10 | 345,221.10 |
| 08/01/2033 | | | 10,000.70 | 10,000.70 |
| 02/01/2034 | 337,000 | 1.940% | 10,000.70 | 347,000.70 |
| 08/01/2034 | | | 6,731.80 | 6,731.80 |
| 02/01/2035 | 344,000 | 1.940% | 6,731.80 | 350,731.80 |
| 08/01/2035 | | | 3,395.00 | 3,395.00 |
| 02/01/2036 | 350,000 | 1.940% | 3,395.00 | 353,395.00 |
| | 2,869,000 | | 533,034.93 | 3,402,034.93 |

Appendix C

RSMeans Index January 2023 for
Calendar Year 2022 Raleigh NC Base

| Year | Index | | Year | Index | |
|------|-------|------|------|-------|------|
| 2022 | 236.8 | 1.00 | 1999 | 89.4 | 0.38 |
| 2021 | 200.9 | 0.85 | 1998 | 87.5 | 0.37 |
| 2020 | 198.0 | 0.84 | 1997 | 85.7 | 0.36 |
| 2019 | 186.8 | 0.79 | 1996 | 83.8 | 0.35 |
| 2018 | 183.3 | 0.77 | 1995 | 81.8 | 0.35 |
| 2017 | 175.8 | 0.74 | 1994 | 79.4 | 0.34 |
| 2016 | 174.6 | 0.74 | 1993 | 77.3 | 0.33 |
| 2015 | 167.6 | 0.71 | 1992 | 75.6 | 0.32 |
| 2014 | 161.6 | 0.68 | 1991 | 73.6 | 0.31 |
| 2013 | 157.5 | 0.67 | 1990 | 75.5 | 0.32 |
| 2012 | 155.4 | 0.66 | 1989 | 73.7 | 0.31 |
| 2011 | 142.8 | 0.60 | 1988 | 72.0 | 0.30 |
| 2010 | 140.6 | 0.59 | 1987 | 70.2 | 0.30 |
| 2009 | 145.1 | 0.61 | 1986 | 67.4 | 0.28 |
| 2008 | 135.3 | 0.57 | 1985 | 67.6 | 0.29 |
| 2007 | 132.1 | 0.56 | 1984 | 67.1 | 0.28 |
| 2006 | 124.2 | 0.52 | 1983 | 65.6 | 0.28 |
| 2005 | 112.1 | 0.47 | 1982 | 62.3 | 0.26 |
| 2004 | 100.3 | 0.42 | | | |
| 2003 | 97.8 | 0.41 | | | |
| 2002 | 96.3 | 0.41 | | | |
| 2001 | 93.3 | 0.39 | | | |
| 2000 | 91.9 | 0.39 | | | |

Appendix D

CALCULATION OF SYSTEM EQUIVALENT RESIDENTIAL UNITS BY CAPACITY

| | | | |
|---|--|------------|----------------------|
| Water | System Capacity MGD | 2.020 | MGD |
| | System Capacity GPD | 2,020,000 | GPD |
| | Equivalent Residential Unit GPD * | <u>360</u> | GPD / ERU |
| | Total Equivalent Residential Units by Capacity | 5,611 | ERU (Capacity Based) |
| * NC Administrative Code 15A NCAC02T.0114 for a three bedroom home based on 120 GPD per bedroom | | | |
| Waste Water | System Capacity MGD | 1.258 | MGD |
| | System Capacity GPD | 1,258,000 | GPD |
| | Equivalent Residential Unit GPD | <u>324</u> | GPD / ERU |
| | Total Equivalent Residential Unit by Capacity | 3,883 | ERU (Capacity Based) |
| * NC Administrative Code 15A NCAC02T.0114 for a three bedroom home based on 120 GPD per bedroom | | | |
| | | | X 90% |

Year 2022

| | | |
|-----------------------------|-----------|---|
| Projected Growth Rate | 3.0% | Data Request 1/11/23 Angier & DM2 Engineering |
| Miles of Line | 63 | Data Request 1/11/23 Angier & DM2 Engineering |
| Average Daily Use Water | 0.572 MGD | Data Request 1/11/23 Angier & DM2 Engineering |
| Water System Capacity | 2.020 MGD | Data Request 1/11/23 Angier & DM2 Engineering |
| Waste Water System Capacity | 1.258 MGD | Data Request 1/11/23 Angier & DM2 Engineering |

Appendix E

AWWA Capacity vs Tap Size

| Meter Size | | AWWA (capacity) | Capacity Factor | Factor on 3/4 | Factor on 1 |
|------------|--|--------------------|--------------------|------------------|----------------|
| 5/8 inch | | 20 | 1.00 | 0.67 | 0.40 |
| 3/4 inch | | 30 | 1.50 | 1.00 | 0.60 |
| 1 inch | | 50 | 2.50 | 1.67 | 1.00 |
| 1-1/2 inch | | 100 | 5.00 | 3.33 | 2.00 |
| 2 inch | | 160 | 8.00 | 5.33 | 3.20 |
| 3 inch | | 300 | 15.00 | 10.00 | 6.00 |
| 4 inch | | 500 | 25.00 | 16.67 | 10.00 |
| 6 inch | | 1,000 | 50.00 | 33.33 | 20.00 |
| 8 inch | | 1,600 | 80.00 | 53.33 | 32.00 |
| 10 inch | | 2,300 | 115.00 | 76.67 | 46.00 |
| 12 inch | | 4,300 | 215.00 | 143.33 | 86.00 |



Board of Commissioners Agenda Report

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

MEETING DATE: April 4, 2023
PREPARED BY: Richard N. Hicks, Interim Town Manager
ISSUE Presentation by Architectural Firms
CONSIDERED:
DEPARTMENT: Administration

SUMMARY OF ISSUE: Staff has scheduled 2 Architectural firms to make a presentation to the Board, as potential firms to design a Police Station, a Community Center and an Open Air Farmers Market. Both firms are local to the area and are capable of doing the work, but are large regional or national firms. Both were told that the Board was interested in a firm that could provide reasonable and cost effective solutions for the Town. Attached for your review and information is information on each firm. Each firm will make a 15 minute presentation to the Board on their qualifications and experience in designing similar facilities. It is staff's recommendation that the Board select a firm to begin working on the 3 projects. If the Board is comfortable with both firms, another option might be to split the work between the 2 firms. Upon selection, a contract would be negotiated and presented to the Town Board at the May Board meeting, in order to move the projects forward.

FINANCIAL IMPACT: Funds would need to be budgeted for the services to be provided

RECOMMENDATION: Select a firm or firms for architectural services.

REQUESTED MOTION: The motion would be to select a firm or firms and negotiate a contract for the services being requested.

REVIEWED BY TOWN MANAGER:

Attachments:

- 1 Clearscapes Architecture
- 2 Davis Kane Architects



POLICE STATION, COMMUNITY CENTER, AND OPEN-AIR FARMERS MARKET



QUALIFICATIONS PACKAGE
APRIL 4, 2023

CLEARSCAPES

FIRM BACKGROUND AND EXPERIENCE



Raleigh Convention Center, Raleigh, NC

We have completed dozens of projects for municipalities across the state, including community centers, performing and cultural arts centers, libraries, museums, and government complexes. We understand the responsibility that comes with designing important public facilities and the accountability for upholding a community's vision in a fiscally responsible way to generate the greatest public value for future generations.

CLEARSCAPES was formed in 1981 out of a collaboration between an architect and an artist, around the shared idea that architecture should be a functional work of art that serves to engage and inspire its users and their community. This simple premise of inspiration, collaboration, and community is the basis of our firm. We are a firm of architects and artists, and since our inception, we have merged the practice of architecture and art to inspire new ways of seeing and thinking about each.

We are a firm of collaborators- we are in constant collaboration with each other, our clients, our consultants, and our communities. The stories of our projects are the stories of our clients; and our coworkers are empowered to share equally in the privilege and responsibility of bringing these stories to life in built form.

We are a firm of citizen activists- as proponents of community-based architecture, we believe it is the responsibility of individuals to engage the broader

community for the common good. Our coworkers can be found serving on city commissions and local, state, or national non-profit boards providing outreach with many local institutions, leading in professional organizations, serving as critics or lecturers in education, or participating in other grassroots initiatives.

Clearscapes is a HUB Certified woman-owned full-service design firm comprised of (9) registered architects, (5) project designers, and (2) administrative support staff. Structured differently than traditional firms, our principals are intimately involved with every project from initial concept design through project closeout. We provide architectural design services for a range of public, private, and institutional clients across North Carolina. In addition, we have more than 100 public and private art installations throughout the US. Over the past 40 years, our commitment to design and client service is evidenced by the 80+ design awards that we have received and the fact that two-thirds of our work is for repeat clients.



FRED
BELLEDIN
AIA

PRINCIPAL IN CHARGE / TEAM LEADER

Fred has led many of Clearscapes' largest and most sustainable projects. As a principal, he oversees collaborative design processes from project concept through construction. Long interested in both design and craft, Fred joined Clearscapes as an architectural intern in 1997, working in both the architecture and art studios. Today, Fred's focus is on community-driven work including public convention, community, and transit centers and destination mixed use and collaborative spaces. He brings special expertise in working with historic structures, completing dozens of historic tax credit projects and chairing state and local historic preservation boards and commissions.

SELECTED EXPERIENCE

John Chavis Memorial Park, Raleigh, NC
Zebulon Town Hall & Police Station, Zebulon, NC
Clayton Law Enforcement Center, Clayton, NC
SaxGen Grocery/Café, Raleigh, NC
Dowd Center Theatre, Monroe, NC
Hall/Graves Houses (Preservation NC Headquarters), Raleigh, NC
Historic Oak View Park, Raleigh, NC
Raleigh Union Station, Raleigh, NC
Transfer Company Food Hall, Work Hall, and Ballroom, Raleigh, NC
The Ware Townhomes, Raleigh, NC
Saxapahaw Rivermill & Ballroom, Saxapahaw, NC
Mordecai Interpretive Center, Raleigh, NC
Halle Cultural Arts Center, Apex, NC
Raleigh Convention Center, Raleigh, NC
UNC FPG Student Union, Chapel Hill, NC

AFFILIATIONS

Preservation NC, Past Chair
Raleigh Historic Development Commission, Past Chair
Raleigh Historic Resources and Museum Advisory Board, Past Chair
NCSU College of Design Urban Design Conference Committee, Past Member
NC National Register Advisory Committee
Covington Foundation, Board Member

EDUCATION

Bachelor of Architecture with Honors
Carnegie Mellon University, 1995

CERTIFICATION/REGISTRATION

Registered Architect: North Carolina, Pennsylvania



BRANDY
THOMPSON
AIA, LEED AP

PRINCIPAL / PROJECT MANAGER

Brandy joined Clearscapes in 2004, and as a Principal, is responsible for the leadership and development of projects throughout all phases of design and construction. She was drawn to architecture by her interest in historic preservation and adaptive reuse, and found a passion for improving communities through quality design and place-making. Brandy's experience includes a range of public and private sector work, often requiring consensus building among complex stakeholder groups. Many of the projects Brandy has led are Historic Tax Credit projects and contribute to the preservation and revitalization of historic districts and cultural heritage sites across the state.

SELECTED EXPERIENCE

Apex Historic Tunstall House Renovation, Apex, NC
NCSM Academic Commons Addition and Dining Hall Renovation, Durham, NC
USGA Golf House Pinehurst, Pinehurst, NC
Edenton Historic Visitors Center, Edenton, NC
Dix All Faiths Chapel, Raleigh, NC
Bureau of Mines Building Renovation, NCSU, Raleigh, NC
St. Philip's Episcopal Church Campus Master Plan and Historic Church Renovation, Durham, NC
North Regional Library, Raleigh, NC
Merrimon-Wynne Event Center, Raleigh, NC
Contemporary Art Museum, Raleigh, NC
Clayton Community Center, Clayton, NC
The Clayton Center and Town Hall, Clayton, NC
Halle Cultural Arts Center Renovations, Apex, NC
Saxapahaw River Mill, Saxapahaw, NC
Timber Waters Brewery, Littleton, NC
Historic Halifax Visitor Center Renovation & Davie House, Halifax, NC

AFFILIATIONS

LEED Accredited Professional, GBCI
The American Institute of Architects (AIA)
City of Raleigh Appearance Commission, Past Chair

EDUCATION

Bachelor of Environmental Design in Architecture
North Carolina State University, 2001
Bachelor of Architecture
North Carolina State University, 2002

CERTIFICATION/REGISTRATION

Registered Architect: North Carolina



MARY
CONLEY
AIA

PROJECT ARCHITECT

Mary joined Clearscapes in 2017 and has led projects across various scales and typologies in the office. As a Project Architect, she is responsible for the development and management of projects throughout all phases of design and construction. She has served as a guest lecturer at the NCSU College of Design and has taught undergraduate and graduate studios at the School of Architecture.

SELECTED EXPERIENCE

Historic Halifax Visitor Center Renovation & Davie House, Halifax, NC
Hillsborough Train Station, Hillsborough, NC
NCSM Academic Commons, Durham, NC
Seaboard Social Hall, Wilmington, NC
SaxGen Grocery/Café, Raleigh, NC
Sayre-Deck Residence, Raleigh, NC
Transfer Company Food Hall Tenant Upfits, Raleigh, NC
FastMed Office Headquarters, Raleigh, NC
FastMed Clinic Revisioning, AZ, NC, and TX
Alara & Zane, Cary, NC
Church on Morgan*, Raleigh, NC
Museum of Life and Science Woodland Classroom*, Durham, NC
Gaddy-Goodwin Teaching Theatre Renovation*, Raleigh, NC
Gallo Pelón Mezcaleria, Raleigh, NC*

*project experience prior to joining Clearscapes.

AFFILIATIONS

The American Institute of Architects (AIA)

EDUCATION

Master of Architecture,
University of California- Berkeley, 2013
Bachelor of Architecture,
North Carolina State University, 2010
Bachelor of Environmental Design in Architecture,
North Carolina State University, 2009

CERTIFICATION/REGISTRATION

Registered Architect: North Carolina



MYLY
HAZLEHURST
ASSOC. AIA

PROJECT DESIGNER

Myly is a Project Designer and Manager at Clearscapes responsible for the development and management of projects throughout all phases of design and construction. Her most recent experience includes an historic office renovation, a historic theater, two new rest areas for the NCDOT, community buildings, parks, and many large-scale public art projects.

SELECTED EXPERIENCE

Zebulon Town Hall & Police Station, Zebulon, NC
Clayton Law Enforcement Center, Clayton, NC
John Chavis Memorial Park, Raleigh, NC
Dowd Center Theatre, Monroe, NC
Transfer Company Food Hall, Work Hall, and Ballroom, Raleigh, NC
Haw River Ballroom
224/226 Fayetteville Street, Raleigh, NC
Iredell County Rest Area, Iredell County, NC
Beaufort County Rest Area, Washington, NC
Christ Episcopal Church Addition and Renovation, Raleigh, NC
Mordecai Interpretive Center, Raleigh, NC
Merrimon-Wynne Event Center, Raleigh, NC
The Pilot Center, Pilot Mountain, NC
Douglas Block Revitalization, Rocky Mount, NC
North Hills Common, Raleigh, NC

AFFILIATIONS

American Institute of Architects
Associate Member

EDUCATION

Master of Architecture
North Carolina State University, 2007

Bachelor of Environmental Design- Architecture
North Carolina State University, 2000

CERTIFICATION/REGISTRATION

NCARB Certificate

MUNICIPAL DESIGN WORK

CLEARSCAPES PUBLIC AND INSTITUTIONAL PROJECTS



COUNTY OF WAKE

Cary Regional Library, Cary, NC
Mark Forestieri, Director, Facilities Design & Construction
mforestieri@wakegov.com

West Regional Library, Cary, NC
Mark Forestieri, Director, Facilities Design & Construction
mforestieri@wakegov.com

North Regional Library, Raleigh, NC
Mark Forestieri, Director, Facilities Design & Construction
mforestieri@wakegov.com

Marbles Kids Museum, Raleigh, NC
Mark Forestieri, Director, Facilities Design & Construction
mforestieri@wakegov.com

Five County Stadium Improvements, Zebulon, NC
Mark Forestieri, Director, Facilities Design & Construction
mforestieri@wakegov.com

Oak View Farm History Center, Raleigh, NC
Mark Forestieri, Director, Facilities Design & Construction
mforestieri@wakegov.com



CITY OF BURLINGTON

Paramount Center Expansion, Burlington, NC
Fred Patrick, Capital Projects Manager
fpatrik@burlingtonnc.gov

Burlington Carousel House, Burlington, NC
Fred Patrick, Capital Projects Manager
fpatrik@burlingtonnc.gov

CITY OF FAYETTEVILLE

North Carolina Veterans Park Visitor Center, Fayetteville, NC
Doug Hewett, City Manager
DougHewett@FayettevilleNC.gov

CITY OF KANNAPOLIS

Gem Theatre, Kannapolis, NC
Irene Sacks, Director, Economic & Community Development
isacks@kannapolisnc.gov

CITY OF MONROE

Dowd Center Theatre, Monroe, NC
Brian J. Borne, City Manager
bborne@monroenc.org

CITY OF RALEIGH

Raleigh Union Station, Raleigh, NC
Kenneth Bowers, Director, Department of City Planning
kenneth.bowers@raleighnc.gov

Dix All Faiths Chapel, Dorothea Dix Park, Raleigh, NC
Kate Pearce, Planning Supervisor
kate.pearce@raleighnc.gov



John Chavis Memorial Park, Raleigh, NC
Shawsheen Baker, Senior Planner, City of Raleigh
shawsheen.baker@raleighnc.gov

Pullen Arts Center, Raleigh NC
Shawsheen Baker, Senior Planner, City of Raleigh
shawsheen.baker@raleighnc.gov

Mordecai Interpretive Center, Raleigh NC
Shawsheen Baker, Senior Planner, City of Raleigh
shawsheen.baker@raleighnc.gov

GoRaleigh Transit Station, NC
David Eatman, Transportation Director
david.eatman@raleighnc.gov



CITY OF ROCKY MOUNT

Douglas Block, Rocky Mount, NC
Keith Rogers, Jr., City Manager
keith.rogersjr@rockymountnc.gov

TOWN OF APEX

Halle Cultural Arts Center, Apex, NC
Daniel Edwards, CCM, PEM
daniel.edwards@apexnc.org

Tunstall House Renovation, Apex, NC
Daniel Edwards, CCM, PEM
daniel.edwards@apexnc.org

TOWN OF CARY

Cary Arts Center, Cary, NC
William Lewis, Cultural Arts Manager
William.Lewis@townofcary.org

TOWN OF CLAYTON

Clayton Law Enforcement Center, Clayton, NC
Rich Cappola, Town Manager
rcappola@townofclaytonnc.org

Clayton Community Center, Clayton, NC
*USDA Rural Development Project
Nancy Medlin, Retired Past Assistant Town Manager
919.621.9697

The Clayton Center, Clayton NC
Nancy Medlin, Retired Past Assistant Town Manager
919.621.9697

TOWN OF PILOT MOUNTAIN

Pilot Mountain Center, Pilot Mountain, NC
*USDA Rural Development Project
Earl Sheppard, Former Mayor
esheppard1@triad.rr.com

TOWN OF ZEBULON

Zebulon Town Hall & Police Headquarters, Zebulon, NC
Chris Ray, Public Works Director, Town of Zebulon
cray@townofzebulon.org





ZEBULON MUNICIPAL COMPLEX

TOWN HALL & ADMINISTRATIVE OFFICES + POLICE STATION ZEBULON, NORTH CAROLINA



The Town of Zebulon desired a centralized town hall and police department headquarters to serve their rapidly growing community. The former Wakelon School campus, including the historic turn-of-the-century Wakelon School and a unremarkable 1960s primary building, had been renovated by GlaxoSmithKline in the 1980s but was no longer needed by the company. Given the historical significance of the property and its location on the main thoroughfare at the edge of downtown, the town acquired the buildings and four-acre grounds and embarked on a programming and feasibility design process for a new government complex.

After meeting with all municipal departments to identify present needs and to project future growth, Clearscapes developed a detailed program for the complex and completed a thorough analysis of the existing buildings. Clearscapes then developed a master plan and subsequent design to carefully integrate the new uses into the buildings that was implementable within the Town's very limited resources while still providing high quality public spaces that have become a source of pride for the community.

While the exterior character of the Wakelon School remained intact, all of the historic interior finishes and elements had been removed as part of the previous banal renovation. The heart of the new town hall is a dramatic Council Chambers on the second floor that is defined by a voluminous ceiling that extends into the attic to incorporate the warmth of the existing century-old heavy timber roof trusses. A new grand open stair provides a gracious entrance to the Chambers.

The police station, located in an adjacent unremarkable 1960s building, judiciously repurposes the original covered exterior walkways as a series of enclosed paths to provide separate administrative and secure circulation routes through the station, while the new glass and masonry cladding visually ties the police station to the historic school.

PROJECT DATA

Project Size:
Town Hall: 18,300sf
Police Station: 13,700sf
Project Cost: \$3,600,000
Project Completion: 2009

KEY TEAM MEMBERS

Fred Belledin, Principal-in-Charge
Myly Hazlehurst, Project Designer

PROJECT REFERENCE

Chris Ray
Public Works Director
Town of Zebulon
919.269.5285
cray@townofzebulon.org



CLAYTON LAW ENFORCEMENT CENTER

POLICE STATION & ADMINISTRATIVE OFFICES CLAYTON, NORTH CAROLINA



The Town of Clayton acquired a full city block in the heart of their downtown to expand their outdated and undersized police station into a state-of-the-art law enforcement complex to serve their growing community. As part of the town's mission to increase activity downtown, the facility is designed to encourage public interaction with the town's officers.

Clearscapes completed an extensive programming analysis for the Police Department and studied the existing site to develop a strategy for reducing current costs by recycling the existing station building in combination with a significant new facility. The careful site and building design balances present needs with future growth, designing in the possibility of future expansion.

The complex includes full administrative office and support spaces for each division, training spaces, secure holding and evidence areas, and an expanded Emergency Communications Center and Data Center to optimize efficiency and security for the long term.

To enhance the relationship between the department and the community, the project builds upon the idea of the police lantern - the highly transparent building locates the squad and briefing rooms at the street level to allow citizens to observe the department at work, and public plazas and green spaces encourage interaction between staff and visitors. Clearscapes also designed and prominently located a fallen officers memorial to honor the lives of the three Town of Clayton officers lost in the line of duty and to celebrate the important role that the police department plays in our communities.

PROJECT DATA

Project Size: 32,000sf (incl 5,000sf existing)
Project Completion: 2012
Project Cost: \$5,200,000

KEY TEAM MEMBERS

Fred Belledin, Principal-in-Charge
Myly Hazlehurst, Project Designer

PROJECT REFERENCE

Greg Tart
Police Chief
Town of Clayton
919.553.4622
mmumford@townofclaytonnc.org

CLAYTON COMMUNITY CENTER

MUNICIPAL COMMUNITY CENTER CLAYTON, NORTH CAROLINA



Collaborating with the Town of Clayton's Parks and Recreation staff, Clearscapes developed a park master plan and supported the Town's successful grant application to the North Carolina Parks and Recreation Trust Fund (PARTF) for this four-acre community park. The Phase I Community Center is the headquarters of the Parks and Recreation Department and is the centerpiece of the Town's popular parks and recreation programming.

The facility houses areas for exercise and health training, visual art and dance studios, after school classrooms and playgrounds, and a large gymnasium with an elevated walking track.

The building is sited adjacent to a wetlands and serves as a node along an existing greenway trail that is part of the North Carolina "Mountains-to-Sea" trail. Organized along a circulation spine that conceptually brings this trail through the building, facility users enjoy carefully choreographed views of woodlands and sky. The circulation paths are configured to allow visitors to engage one another between floors, fostering a sense of community and interconnectedness. The public entry is through a "community porch," a venue for a wide range of outdoor programming that provides a dramatic symbol of the Town's commitment to enhancing its citizens' quality of life through its public facilities.

After the completion of Phase 1, Clearscapes was engaged for master planning for the Phase 2 expansion of the Community Center. Program goals for the expansion included additional gymnasiums, locker rooms, a natatorium, a senior center, and additional office and classroom space. Recently, the master planning effort supported a successful bond referendum for the town to realize its vision to better serve its growing population.

PROJECT DATA

Project Size: 31,000 sf
Project Cost: \$5,632,000
Project Completion: 2009

KEY TEAM MEMBERS

Brandy Thompson, Principal
Myly Hazlehurst, Project Designer

PROJECT REFERENCE

Scott Barnard
Parks and Recreation Director
Town of Clayton
919-553-1550 ext. 6602
sbarnard@townofclaytonnc.org



JOHN CHAVIS MEMORIAL PARK

CULTURAL HERITAGE SITE RALEIGH, NORTH CAROLINA



Constructed by the WPA during the Jim Crow era, John Chavis Memorial Park served as a community anchor for Raleigh's South Park and a major destination for African-Americans from Atlanta to Washington D.C. In 2012, the City embarked on a two-year community-led master planning process which resulted in an ambitious long-term vision for the future of the park.

In 2015, in collaboration with the community and the City, Clearscapes and Surface678 led a highly interactive Strategic Implementation Study to translate the goals of the master plan into a vision that celebrates the history of the park and carries its stories forward for a new generation.

Phase 1 creates a new "heart of the park" with a series of flexible indoor and outdoor mixed-use spaces to support a wide range of day-to-day activities. This phase includes a 40,000sf multi-story community center that links the different levels of the park, an adjoining community plaza that is integrated with the building to accommodate special events and features a 7,000sf splash pad, conversion of a 2,500sf historic carousel house into a community gathering space, and a destination playground.

The 'call and response' form of the building speaks to the history of the park and is highlighted by an art glass mural integrated into a dynamic art sunshade by artist David Wilson.

This significant intervention is carefully located and designed to preserve and enhance the historic landscape of this National Register property and has received historic approval under the Section 106 process. Additionally, the project was awarded a \$747,000 federal grant through the Outdoor Recreation Legacy Partnership program to supplement the earlier project bond allocation. The project opened to the public in June 2021.

PROJECT DATA

Project Size:
Community Center - 41,000 sf
Historic Carousel House - 2,500 sf
Park - 29 acres
Project Cost: \$15,000,000
Project Completion: 2021

KEY TEAM MEMBERS

Fred Belledin, Principal-in-Charge
Myly Hazlehurst, Project Designer

PROJECT REFERENCE

Shawsheen Baker
Capital Projects Superintendent
City of Raleigh Parks, Recreation
and Cultural Resources
919.996.4782
shawsheen.baker@raleighnc.gov



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TRANSFER COMPANY

INFILL DEVELOPMENT / ADAPTIVE USE / MIXED USE RALEIGH, NORTH CAROLINA



The history of Carolina Coach and their former Garage and Shop complex is one of making connections between different people and places – the company pooled resources, coordinated routes, and shared knowledge with like-minded independent bus carriers across the country to help build the National Trailways Bus System.

Today, Transfer Company carries on this tradition, using food as the vehicle to bring together neighborhood residents and reconnect Downtown to the historic Olde East neighborhood. The campus includes a transformation of the 25,000sf garage and shop into a collaborative food production hub and community gathering space and an in-progress 16,000sf infill community grocery/cafe and food production space that together frame an in-progress 5,000sf event courtyard.

To minimize development and operating costs, the campus utilizes a range of shared amenities and services including shared parking and vehicular access, outdoor amenity areas, stormwater management, trash, and utilities. The complex regulatory approval and entitlement process included a number of recombinations and subdivision, alternative means of compliance, easements, and variances to satisfy zoning, historic, and building code requirements.

The development is financed with a mix of federal and state historic tax credits, new market tax credits, and participation in the Brownfields program.

PROJECT DATA

Project Size: 70,000 sf
Project Cost: \$11 million
Completion Date:
2018 (Phase 1- Food Hall / Site)
2024 (Phase 2- Grocery)

KEY TEAM MEMBERS

Fred Belledin, Principal-in-Charge
Mary Conley, Project Architect
Myly Hazlehurst, Project Designer

PROJECT REFERENCE

Jason Queen
Transfer Development, LLC
919.606.2905
jqueenone@gmail.com



REFERENCES



ALL FAITHS CHAPEL AT DIX PARK

Dan Pruitt
Project Executive
Barnhill Contracting Company
919.669.6414
dpruitt@barnhillcontracting.com

Nick Smith
Project Manager
City of Raleigh/Dix Park Conservancy
919.624.5765 / nick@dixparkconservancy.org



CHRIST EPISCOPAL CHURCH

The Reverend James P. Adams
Rector
Christ Episcopal Church
919.834.6259
jadams@christchurchraleigh.org

Phil Stout
Owner Representative
Project Development Services, Inc.
919.548.3609 / pstout1@nc.rr.com



RALEIGH UNION STATION

Roberta Fox
Catalyst Design (Former Assistant Planning Director and
Principal Urban Designer, City of Raleigh)
919.455.6267
robertamkfox@outlook.com

Craig Newton
Facilities Engineer
NCDOT Rail Division
919.707.4731 / cmnewton@ncdot.gov



NORTH CAROLINA STATE UNIVERSITY

Lisa Johnson
University Architect
North Carolina State University
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Jim Rains
Associate Director of Construction Management
North Carolina State University
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CLEARSCAPES
ARCHITECTURE + ART

DAVIS KANE ARCHITECTS

Experienced in Municipal Project Design



City of Raleigh Marsh Creek Community Center (top)
Wake Forest High School Gymnasium (bottom left)
Town of Apex Public Safety Station 36 (bottom right)



Statement of Qualifications

Town of Angier

Police Station, Community Center, & Farmers Market

March 29, 2023



DAVIS KANE
ARCHITECTS, PA

503 Oberlin Rd, Suite 300
Raleigh NC 27605
(919) 833-3737

www.daviskane.com



DAVIS KANE
ARCHITECTS, PA

LETTER OF INTERST

March 29, 2023

Richard Hicks | Town Manager
Town of Angier
55 N Broad Street West
Angier, NC 27501

Re: Angier Proposed Public Projects – Police Station, Community Center, & Farmers Market

Dear Mr. Hicks & Selection Committee,

Public facility strategic planning is an important part of the ongoing process of maintaining a high level of community services for each municipality. A critical element of this planning is providing a modern facility designed for the specific use and challenges they will experience daily. The Town of Angier is making a great investment in providing new facilities for your community. We are excited by the opportunity to partner with your team, leveraging the past 30+ years we have designed community and public safety projects to provide thoughtful design for your team. We understand the right questions to ask, and the sequence of steps necessary for these projects to be successful.

Davis Kane Architects is a recognized public safety expert, having designed our first project in 1988, we have provided design services on over 60+ public safety facilities. Our portfolio includes consulting as the “public safety design expert” with other architecture firms, designing new public safety stations with integrated training elements, multiple station renovations, and nearly 20 assessments of existing facilities in use for modernization. Our current public safety projects include the Town of Knightdale Police Department HQ, Town of Cary Southeast Police Substation, City of Jacksonville Fire Station No. 4 Replacement, Town of Fuquay-Varina Fire & EMS Station No. 4, City of Durham Fire & EMS Station No. 18, and the Town of Apex Public Safety Station No. 36 with a backup Emergency Communication Center.

We are also committed to creating community centers that are thoughtfully designed and long-lasting. We have completed over 80 municipal projects including the design of new facilities, building renovations, and assessments. Many were unique programs or had special circumstances such as funding via public grant and loan programs with extensive documentation requirements for compliance. As with all projects, we focus on the fundamentals to ensure conformity with the programs, schedules, and budgets. Our mission for this project is to understand the unique needs and operational requirements for the variety of uses, unique circulation, site constraint issues, and the future development needs of the facility. These facilities will clearly be a source of pride to the community, and we will ensure that the finished product exceeds the expectations of the users, the Town and the community. Our project team will provide unmatched service for this project.

Strong project management is the foundation of our team’s success. We offer a high level of familiarity and collaboration over multiple projects with our proposed core consultants. Our promise is to give you excellent local responsive service, strong project management, an industry leader in Public Safety and Community Center design, and a team committed to providing great stewardship for the citizens of Angier. Our mission – first and foremost – is to listen to you, understand your goals, and turn your vision into reality. We understand the importance of this facility, not only as an experienced public safety design team, but also as vested citizens and neighbors dedicated to the success of this project for the citizens of Angier. We look forward to the opportunity to collaborate with your team.

Sincerely,

Robert Stevenson, AIA
President
rstevenson@daviskane.com
919-833-3737 (office)
919-719-2801 (direct)
919-614-0296 (mobile)

Jimmy Edwards, AIA
Principal | Public Safety Architect
jedwards@daviskane.com
919-833-3737 (office)
919-719-2802 (direct)
919-345-4304 (mobile)

CRAFTING SOLUTIONS

ARCHITECTURE, PLANNING & INTERIORS

503 Oberlin Road | Suite 300 | Raleigh, NC 27605 | 919 833 3737 | www.daviskane.com

TABLE OF CONTENTS

Town of Angier
Police Station, Community Center, & Farmers Market
Architectural Design Services

LETTER OF INTERST 1

TABLE OF CONTENTS..... 2

SECTION 1 – GENERAL INFORMATION PERIENCE 3

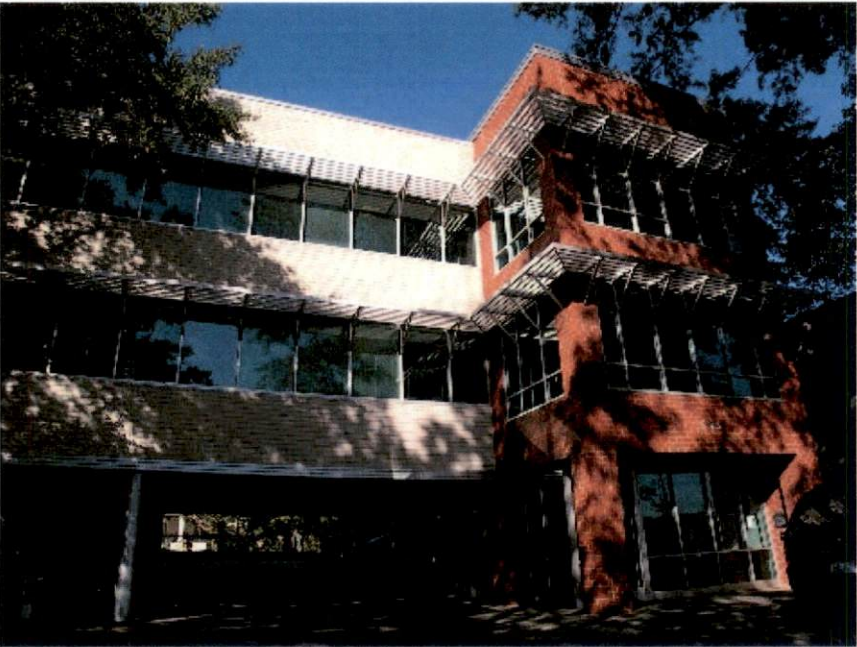
SECTION 2 – RELEVANT FIRM EXPERIENCE 6

SECTION 3 – PROPOSED TEAM MEMBERS 13

SECTION 4 – PROJECT UNDERSTANDING, APPROACH & MANAGERMENT 17

SECTION 5 – OTHER FACTORS 24

SECTION 6 – LEGALITIES 25



Davis Kane Office Building on Oberlin Road in Raleigh

Point of Contact:

Robert Stevenson
President
rstevenson@daviskane.com
direct: 919-719-2801
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Jimmy Edwards
Principal | Architect
jedwards@daviskane.com
direct: 919-719-2802
cell: 919-345-4304

503 Oberlin Road, Suite 300
Raleigh, North Carolina 27605
919 833-3737
www.daviskane.com

SECTION 1 – GENERAL INFORMATION

DAVIS KANE COMPANY PROFILE

Davis Kane is a North Carolina-based architecture firm. Our design focus is to create community-based permanent design solutions. We work with public and private schools to help our young people grow; design offices and business venues to strengthen our local economy; collaborate on public works and parks projects to improve our community and create university and college spaces to enrich our future leaders. Our portfolio includes K-12 education, higher education, athletics and recreation, public safety and utilities, community centers, and corporate clients. Davis Kane is a certified Small Professional Services Firm (SPSF) with NCDOT.

FIRM PHILOSOPHY

Our core focus is Building Trust -Crafting Solutions. We deliver artful and practical solutions for unique and challenging projects in our community. We provide thorough, timely, and efficient professional services.

FIRM PAST, PRESENT, AND FUTURE

Our firm began as Walter Davis, Architect in 1977. Over the last 45 years, we have become Davis Kane Architects, helmed by Kevin Kane, Robert Stevenson, and Jimmy Edwards. Together, we have created an office with a unique combination of construction industry knowledge, community design passion, and excellent client services. We have become a trusted design firm in North Carolina with eight architects, two interior designers, five design professionals, and two administrative. Our future is focused on maintaining our relationships as a design family while growing with North Carolina, our community, and our client base.

SERVICES

| ARCHITECTURAL | INTERIOR DESIGN | ASSESSMENT & PLANNING | COMPUTER TECHNOLOGY |
|---|---|--|--|
| New Construction Renovation Adaptive Reuse Architectural Design Project Management Construction Administration Programming Cost Estimating | Space Planning Interior upfit Furniture, Finishes, & Equipment Selection Art Acquisition Management | Master Planning Advanced Planning Facility & Feasibility Assessment Code and Accessibility Analysis | Computer Aided Drafting Building Information Modeling (BIM) 3D Rendering Presentation Rendering Drawings Prezi Adobe Suite Microsoft Office Bluebeam Revu Procore |



DAVIS KANE
ARCHITECTS, PA

30+

YEARS OF
PUBLIC SAFETY
DESIGN

32+

YEARS OF
PARKS & REC
DESIGN

50+

PUBLIC SAFETY
PROJECTS
COMPLETED

60+

PARKS, REC, &
ATHLETICS
PROJECTS

45+ YEARS IN BUSINESS

503 Oberlin Road, Suite 300
Raleigh, North Carolina 27605
919 833-3737 - Office
www.daviskane.com

Established: April 1, 1977
Type of Firm: S- Corp
Federal ID: 56-1432198
NC BOA Registration: 50304
NC State ID: 10-92-453
SOS ID NC: 0051730

Principals:

Robert Stevenson, AIA | President | NC #6214
Kevin Kane, AIA | Vice President | NC #5698
Jimmy Edwards, AIA | Principal | NC #13823

WHY DAVIS KANE IS THE MOST QUALIFIED FIRM FOR YOUR PROJECT

DAVIS KANE CODE OF ETHICS



Over the last **45** years we have been driven by improving great communities through design.

What sets us apart from other teams is our expertise in designing public safety, recreation, and municipal projects coupled with our thorough, timely, and efficient professional services. We are committed to craft impactful project solutions through our extensive experience in building science, proactive project management, and focus on enriching each community through design. We will provide continuity from the kickoff meeting through project closeout for your project.

- + We have completed over 80 similar municipality projects ranging from building assessments to new construction.
- + We have an excellent history of cost estimating.
- + We are organized and able to document our findings clearly.
- + We are a local firm with responsive and expedited service capabilities
- + We have the staff and availability to start on your project immediately.
- + We have a strong working relationship with our consultants on multiple, successful projects.
- + We are excellent designers.



Town of Cary, Community and Sports Recreation Center Basketball Courts, Cary, NC

OUR TEAM AT DAVIS KANE ARCHITECTS, PA

| NAME | POSITION | NC ARCHITECTURAL LICENSE | YEARS EXPERIENCE | |
|---------------------------------|---------------------------|--------------------------------|---------------------|--------------|
| | | | TOTAL | WITH FIRM |
| Robert Stevenson, AIA, NCARB | President | 6214 | 39 | 33 |
| Kevin Kane, AIA | Vice-President | 5698 | 38 | 36 |
| Jimmy A. Edwards, AIA, NCARB | Principal Sr. Architect | 13823 | 20 | 14 |
| Beth King, AIA | Sr. Architect | 10841 | 20 | 20 |
| Bradley McClung, AIA, NCARB | Sr. Architect | 14254 | 18 | 1 |
| Chad Volk, AIA | Sr. Architect | 12522 | 22 | 14 |
| Devanshi Kesaria, AIA | Architect | 15950 | 4 | 1 |
| Alexandre Penegre, LEED AP BD+C | Architect | 16166 | 3 | 3 |
| Brittany Gagne | Design Professional | | 2 | <1 |
| Ryan Mlott | Design Professional | | 4 | <1 |
| Iryna Pyrohova | Design Professional | | 7 | <1 |
| Jackson Wall | Design Professional | | 7 | 5 |
| Michael Wedge | Design Professional | | 17 | 16 |
| Vatsal Kesaria | Architectural Intern | | <1 | <1 |
| Myah Kendrick | Interior Designer | | 3 | 1 |
| Natalie Khmara | Interior Designer | | 11 | 1 |
| Nick Aggers | BIM Manager | | 4 | <1 |
| Kimberly Conard | Office Manager | | 26 | 25 |
| Lisa Knapp | Marketing Coordinator | | 3 | <1 |

Professional License to Practice in North Carolina

The North Carolina Board of Architecture

certifies that

Davis Kane Architects, P.A.

is registered and authorized to practice
Architecture in the State of North Carolina.

In testimony whereof this certificate has been issued
by the authority of this Board.

Registration number: 50304
Initial registration: 10/11/1984
Expires on: 12/31/2023



Catharine M. Egan
Executive Director

Current Insurance Coverage

General Liability (Erie Insurance):

| | |
|---------------------------|-------------|
| Each Occurrence | \$1,000,000 |
| General Aggregate | \$2,000,000 |
| Personal & Adv. Injury | \$1,000,000 |
| Damage to Rented Premises | \$1,000,000 |

Automobile Liability (Erie Insurance): \$1,000,000

Workers Compensation and Employers'

| | |
|--------------------------------------|-------------|
| Liability (Flagship City Insurance): | \$1,000,000 |
| General Aggregate | \$2,000,000 |

Professional Liability (Erie Insurance):

| | |
|-----------|-------------|
| Per Claim | \$2,000,000 |
| Aggregate | \$2,000,000 |

SECTION 2 – RELEVANT FIRM EXPERIENCE

WORK PLAN APPROACH

The Davis Kane design team recognizes the significance of these projects. We understand how a new Police Department Headquarters building will provide the necessary specialized facility, infrastructure, and surrounding site enhancements to enable Angier's emergency service staff to work, train, and operate more efficiently. A new community center will provide modern amenities for recreation, education, and positive social interaction that the recent pandemic diminished. The new farmers market will create a place of local commerce with farm to table options and entrepreneurial opportunities for Angier's citizens.

We know the Town is seeking a highly experienced and professionally qualified design team, who specializes in designing these facilities to perform the professional services required to provide a site layout through thorough evaluation and detailed design documents. Having designed many similar facilities, we understand how to provide complete final design services, permitting, bidding process oversight, and construction administration on projects like these. **Davis Kane** brings a great deal of design expertise, working closely with the Town of Angier, providing our knowledge, leadership, critical thought, lessons learned, creative solutions, programming, and planning expertise, along with our full-time attention your project deserves.

Davis Kane's Commitment to the Town of Angier



Davis Kane Architects began our first public safety design project in 1988 (a Fire Station Prototype later built as the new Cary Fire Station No. 1), and our first community center design in 1987 (Herbert C. Young Community Center). Since that time, we have continued to develop a strong understanding of the current construction standards, attending conferences for Public Safety, Community Parks and Recreation design to remain current on all the latest trends. We have worked on projects both small and large, from feasibility studies to the current USA Baseball National Training Complex and new Town of Knightdale Police HQ Renovation. We value each project as an important and individual challenge and feel successful when we exceed client expectations throughout the design process.

The Key Team Strengths We Offer:

- + Strong, local design team leadership experienced working with the Town of Angier
- + Our dedication to finding the best design solution
- + Each decision will be informed by National Public Safety expertise for the benefit of the project
- + We will strive to offer the most program for the budget
- + Delivering a facility that exceeds Town Stakeholder's expectations
- + Our design team's experience with the local permitting process
- + Our commitment to your Vision for the Town of Angier



PROJECT EXPERIENCE

Public Safety



CITY OF KINSTON
PUBLIC SAFETY RENOVATION

Kinston, NC

Through a phased project, fire personnel originally part of a fire station adjacent to City Hall were relocating to a new Fire Station No. 1 designed by Davis Kane. The existing Central Fire Station space was demolished down to a shell of the old building interior space, including partitions, systems, and infrastructure. The renovation provided new space for the City of Kinston Public Safety Department, including offices for high-ranking staff and a new Police Station within the area footprint.

This renovation work improved the overall building's vertical circulation and accessibility while redesigning the interior to efficiently house the needs of the Department of Public Safety. These needs included offices for SBI & FBI Agents, Detectives, Ranking Officers, a Sally Port, Arrest and Booking spaces, Evidence Storage, and Training Spaces. The Renovation was limited in area with phased construction and scope to allow the remaining spaces of City Hall to remain occupied and functioning throughout construction. The scope of the construction included abatement of hazardous materials, new plumbing, mechanical and electrical systems, and new interior finishes. New stairs, ramp, and elevated walkway were added to make building approach entirely accessible.

CLIENT REFERENCE

Owner Contacts related to this project are no longer with the City of Kinston.

DESIGN TEAM
Davis Kane Architects
Lynch Mykins
Atlantec Engineers
GFBA

BUDGET
\$1,612,200

SIZE
14,500 SF Reno.
800 SF New

COMPLETED
2010

**(firms in bold are the same proposed team for the Town of Angier)*



TOWN OF KNIGHTDALE
POLICE DEPARTMENT HQ & FIRE ADMIN. RENOVATION
Knightdale, NC

The Town of Knightdale has grown by 153% since the year 2000, the tenth fastest growing municipality in North Carolina. The town's Law Enforcement Headquarters is housed in a shared 20,400 square foot Public Safety Facility with Fire Department Administration, a Central Fire Station, and Wake County EMS that was built in 2001. The Police Department currently occupies 5,150 total square feet of the existing building providing an inadequate space to meet the needs for law enforcements services to the community.

The town currently has two new fire stations under construction, one of which will provide a new home for the Central Fire Station and EMS requirements, giving the town the opportunity to renovate the entire facility to meet the current needs of the Knightdale Police Department whole providing future growth, while providing new spaces for the town Fire Administration.

CLIENT REFERENCE

Phillip Bunton
919-217-2250
phillip.bunton@knightdalenc.gov

DESIGN TEAM
Davis Kane
CLH Design
Lynch Mykins
Atlantec
Engineers
Mission Critical

BUDGET
\$7,900,000

SIZE
25,400 SF New

SCHEDULE
Est. Completion
Summer 2024

**(firms in bold are the same proposed team for the Town of Angier)*



CARY
— LIVE INSPIRED™ —

TOWN OF CARY POLICE SUBSTATION – SOUTHEAST DISTRICT Cary, NC

As part of the continued growth and development in the Town of Cary, the Police Department is developing a proposed plan to provide additional substations throughout the community beyond a centrally located Police Headquarters as part of Town Hall. These stations will provide quicker public safety response times and opportunities to engage with the surrounding communities and citizens for building rapport and trust.

As part of that strategy, one of the proposed locations for the substation is associated with the Cary Community & Sports Recreation Center we are developing with the town for the South Hills Mall area. Davis Kane is working with the Police Department to develop and refine a new substation space program with considerations placed on the law enforcement demands created by the sports center and surrounding community needs. The proposed station is over 13,000 square feet and includes offices, interview rooms, a 311 Help Desk, Fitness and Training space, Sally Port, detention spaces, Armory, and associated Police storage requirements.

CLIENT REFERENCE

Paul Kuhn
919-469-4360
paul.kuhn@carync.gov

DESIGN TEAM

Davis Kane
WithersRavenel
Lynch Mykins
ME Engineers

BUDGET

\$10,000,000 est.

SIZE

13,069 SF New

SCHEDULE

Est. Completion
Summer 2027

**(firms in bold are the same proposed team for the Town of Angier)*



TOWN OF APEX PUBLIC SAFETY STATION NO. 36 Apex, NC

The Town of Apex is one of the fastest-growing areas in North Carolina as a suburban municipality to the Raleigh-Durham area, slated to explode in the coming years per Realtor.com. With over 54,000 residents and growing, the need for fire services has reached a critical point to maintain current levels of ISO rating. The facility will collocate both a one company fire station and a police substation, including a shared Training Space that will also act as the Town's backup Emergency Communication Center.

Davis Kane is working with the department to develop a fire station prototype that can meet site conditions of this location and program while providing design flexibility to be adapted to another site by removing the police component. The facility will include two, 80-foot, pass-through bays with the option to add one addition bay in the future, open Dayroom design with Kitchen and Dining, and Dorm space for a single Company that can be increased for an additional company with a dorm addition. The facility design will provide the footprint and system layout to accommodate the future expansion to meet growth demand for fire services by each station.

Like all Davis Kane Public Safety projects, this new station will include the latest in hot zone/cold zone isolation design for station occupant safety. These features include separated decontamination spaces with a shower, isolated PPE storage areas, exterior Decontamination access, and a transition zone with isolated mechanical supply/exhaust system coordination between hot and cold zone spaces.

CLIENT REFERENCE

Daniel Edwards
919-249-3535
daniel.edwards@apexnc.org

DESIGN TEAM

Davis Kane Architects
CLH Design
Lynch Mykins
Atlantec Engineers

BUDGET

\$6,42,500

SIZE

12,657 SF New

SCHEDULE

Est. Completion
Feb. 2023

**(firms in bold are the same proposed team for the Town of Angier)*

Community Centers



TOWN OF CARY COMMUNITY AND SPORTS RECREATION CENTER Cary, NC

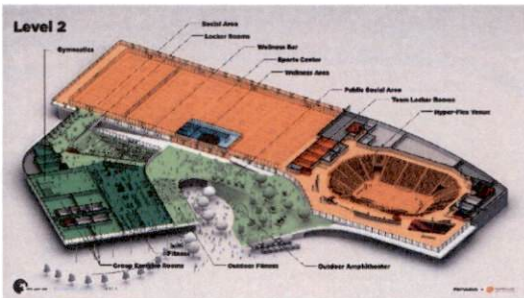
In 2018, the Convention & Visitor's Bureau completed the Wake County Destination Strategic Plan, which assessed the current destination facilities within the county and identified ways to strengthen the county's competitive position as a sports tourism destination. The Plan's top priority included a recommendation to construct an indoor multi-use sports facility. In October 2019, Wake County released a Request for Proposals (RFP) soliciting qualifications from Wake County Municipalities interested in competing for project funding for the purpose of assisting in the development of a multipurpose indoor community sports complex in their area of the county. Cary submitted a proposal for consideration and was selected to construct this facility. Awarded by Wake County Board of Commissioners and Raleigh City Council, the Town of Cary will receive an initial Wake County Hospitality Tax Grant to assist with the project.



In the Spring of 2022, the Town of Cary created a design competition to solicit proposals from design teams with international expertise who could provide iconic ideas for The Center. In May of 2022, the Davis Kane, with Populous, was selected for our local presence combined with international design expertise and, more importantly, our iconic concept design for the Center. The following project goals and principles were established by the Town of Cary stakeholder group to guide decision-making through future public engagement, programming, and design phases:



- + Design an indoor sports facility to host major tournaments and serve as a modern multi-purpose community center.
- + Incorporate innovative and sustainable development and urban design principles.
- + Be considered iconic architecturally.
- + Integrate into a new mixed-use development planned for South Hills Mall.
- + Achieve Convention & Visitor's Bureau goals to increase regional tourism and qualify for Hotel Occupancy Funding.
- + Recognize public health issues presented by public health threats.
- + Address continuity of operations and safety of all employees, citizen and facility users



DESIGN TEAM
Davis Kane Architects
 Populous| Sports Expert
 WithersRavenel
 ME Engineers
 WP Moore
Lynch Mykins
 RICCA

BUDGET
 TBD

SIZE
 TBD

SCHEDULE
 Winter 2027

CLIENT INFORMATION

Paul Kuhn
 919-469-4360
paul.kuhn@townofcary.org

**(firms in bold are the same proposed team for the Town of Angier)*



TOWN OF HOLLY SPRING CAST HOLT FARM PARK MASTERPLAN & COMMUNITY CENTER DESIGN

Holly Springs, NC

Davis Kane is currently working in collaboration with CLH Design, Landscape Architect & Civil Engineer, the team leader, by providing planning and architectural design services for the development of a future town park located on 56-acre site on Cass Holt Road across from Holly Springs High School. The current site consists of former farmland with woods at the edge, plus a stream and pond, and a house and a large workshop. The design team was tasked with assessing the site, developing three conceptual ideas of what the park design could include, and working with Town officials, adjacent landowners, and the citizens of Holly Springs to develop a final master plan and vision for the park.

Once initial input was gathered from community members, neighbors to the park site, and Town officials, three different design concepts were developed for the park. Each concept suggested an assortment of uses for the property, and varied in development intensity, scale, and arrangement of amenities. The Stakeholder groups and local community were provided with opportunities to give feedback, through public input sessions, an event on-site, and public input surveys. After additional rounds of feedback were gathered, a final concept was created to best reflect the needs and desires of the Town and community.

This concept was presented to the Town Council and approved in early 2022. The final concept and master plan will now inform the design process as the team moves into the first phase of design and construction. It was determined that the next phase is the design of the Community Center to start in March, 2023

CLIENT INFORMATION

Matt Beard
919-567-4018
matt.beard@holyspringsnc.gov

DESIGN TEAM

Davis Kane Architects
CLH Design

BUDGET

\$149,000 (fee)

SIZE

TBD SF

SCHEDULE

2022

Phase 1 - TBD

**(firms in bold are the same proposed team for the Town of Angier)*



TOWN OF CARY

USA BASEBALL NATIONAL TRAINING COMPLEX

Cary, NC

Town of Cary (TOC) commissioned Davis Kane Architects for the improvements to the USA Baseball National Training Complex (NTC) located within the Town's 220-acre Thomas Brooks Park. The new facilities include a 14,000-sf Office Building, 22,000-sf Covered Open-Air Training Facility, and 4,000-sf Entry Building housing the support spaces for the Training Facility's operational needs. The site location of the Training Facility will offer it as a welcoming statement supporting the National Training Complex's mission to cultivate and refine rare baseball talent. USA Baseball's Office Building will overlook the NTC's existing Coleman Field, enhancing the organization's culture by providing a work environment that lives its day-to-day within the energy of the baseball complex.



CLIENT INFORMATION

Reid Saunders
919-380-2785
reid.saunders@townofcary.org

DESIGN TEAM

Davis Kane Architects
CLH Design
Lynch Mykins
Atlantec Engineers

BUDGET

\$10,456,000

SIZE

40,000 SF

SCHEDULE

Aug. 2023

**(firms in bold are the same proposed team for the Town of Angier)*



YMCA OF THE TRIANGLE CHATHAM PARK YMCA SCHEMATIC DESIGN/VISIONING

Chatham County, NC

In keeping with its strategic plan, the YMCA of the Triangle (YOTA) has a long-range capital development plan that includes full-service activities center in Chatham County. With the rapid growth planned in and around the planned Chatham Park community, the YMCA long-range plan targets opening a full-service facility within the decade.

YOTA invited Davis Kane Architects to create an innovative concept that responded to their request for functional spaces with monumental purpose for the Chatham County YMCA Community. Teaming with HOK, and leveraging their extensive recreation experience, our combined team crafted and presented a concept design responding to the 'Y's desire for innovation, harmony, efficiency, and stewardship.

The Concept site plan places the 42,000 square foot 'Y' campus in the north center of the community with co-located aquatics facility, shared outdoor restroom facilities, adjacent sports fields, and public park access with shared amenities and walking paths connecting to a lake feature. The facility asset is designed for an extended life of 50 to 60 years, envisioning how our design can be adapted to future uses, additions, and renovations that respond to future needs.

CLIENT INFORMATION

Tim Carr
919-345-5596
Tim.carr@ymcatriangle.org

DESIGN TEAM

Davis Kane Architects
HOK | Consulting Architect

BUDGET

\$10,000 (fee)

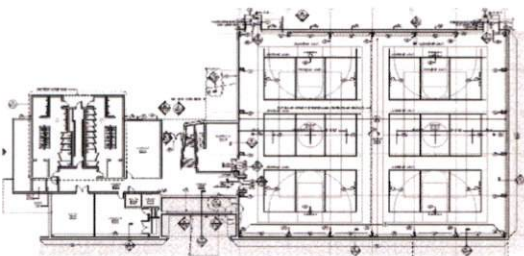
SIZE

42,000 SF

SCHEDULE

2021

**(firms in bold are the same proposed team for the Town of Angier)*



CITY OF RALEIGH LAUREL HILLS COMMUNITY CENTER RENOVATION

Raleigh, NC

The Raleigh Parks and Recreation Department commissioned Davis Kane to lead the building renovation project which addressed multiple water intrusions occurring at this facility for many years, as determined in a comprehensive 'Building enclosure Survey' performed by Terracon Consultants. The project scope consisted of replacement of damp proofing, foundation and storm drainage systems on the front west wall and south side wall, replacement of the roof assembly, replacement of all gutters and downspouts, replacement of metal flashing at corrugated metal siding/CMU transition and all storefront windows, replacement of the corrugated metal siding wall panels, and cleaning and applying clear sealer on all exterior masonry surfaces. Additionally, several interior work items were included in the project scope as well including new wood flooring in the Gym, upgrades finishes and fixtures in all toilet rooms and locker rooms, and lighting and technology upgrades. A new HVAC system was provided for the entire building.

Laurel Hills Community Center, located in a 48 acres park, is a 25,000 square foot building which includes a 2-court gymnasium (for basketball, volleyball, pickleball, & track out), meeting rooms, and kitchen. Also, it supports outdoor programs such as tennis courts, ballfield, picnic areas, playground, trails & lake greenway and has the flexibility to support environmental "nature" education programs.

CLIENT INFORMATION

Conrad Merced
919-996-5578
conrado.merced@raleighnc.gov

DESIGN TEAM

Davis Kane Architects
CLH Design
Lynch Mykins
Atlantec Engineers

BUDGET

\$4,471,500

SIZE

14,000 SF

SCHEDULE

2021

**(firms in bold are the same proposed team for the Town of Angier)*



CLIENT INFORMATION

Stephen Bentley
919-996-4784
stephen.bentley@raleighnc.gov

CITY OF RALEIGH MARSH CREEK COMMUNITY CENTER

Raleigh, NC

The Marsh Creek Community Center is a new 25,000-square-foot educational and recreational facility set within Marsh Creek Park, providing a place of interaction and stimulation. The Community Center houses an air-conditioned gymnasium, fitness center, locker rooms, multi-purpose room and classroom spaces, providing leisure and learning environments that complement activities and offerings of the park. The adjacent playground, built with the Center, is a certified Boundless playground, which eliminates barriers for children with all kinds of disabilities; physical, sensory, cognitive and developmental. The one-story structure is designed to interface with surrounding park amenities, incorporate natural materials and maximize energy efficiency, following LEED standards where possible.

The building was sited in the park to limit the destruction of existing trees and allow a relationship with a future aquatics facility and other natural areas of the park. Native plants and grasses were used in the landscaping, lowering maintenance costs and watering requirements while providing an educational opportunity regarding the sustainability of native plant species. The building serves as an emergency operations center for the City of Raleigh, supported by an emergency generator, showers, and a kitchen. Marsh Creek Park is located adjacent to the Raleigh City Parks Maintenance Facility, which allows the two facilities to work together to serve the city during an emergency.

| DESIGN TEAM | BUDGET | SIZE | SCHEDULE |
|-----------------------|-----------|-----------|----------|
| Davis Kane Architects | \$577,563 | 42,500 SF | 2010 |

Lynch Mykins
EnTech Engineering
GFBA

**(firms in bold are the same proposed team for the Town of Angier)*



CITY OF RALEIGH LAKE LYNN COMMUNITY CENTER RENOVATION

Raleigh, NC

The Raleigh Parks and Recreation Department commissioned Davis Kane to lead the building renovation project which addressed multiple water intrusions occurring at this facility for many years, as determined in a comprehensive 'Building enclosure Survey' performed by Terracon Consultants. The project scope consisted of replacement of damp proofing, foundation and storm drainage systems on North wall, replacement of the roof assembly, replacement of all gutters and downspouts, replacement of metal flashing at corrugated metal siding/CMU transition and applying corrosion control coating on the corrugated metal siding, cleaning and applying clear sealer on all exterior masonry surfaces. Additionally, several interior work items were included in the project scope as well including new wood flooring in the Gym and painting interior wall surfaces damaged by water intrusion and in all high-traffic areas (main lobby, corridors). A new HVAC system was provided for the 2-story side of the building. Lake Lynn Community Center, located in a 63 acres park, is a 25,000 square foot building which includes a 2-court gymnasium (for basketball, volleyball, pickleball, & track out), meeting rooms, and a kitchen. Also, it supports outdoor programs such as tennis courts, ballfield, picnic areas, playground, trails & lake greenway and has the flexibility to support environmental "nature" education programs.

CLIENT INFORMATION

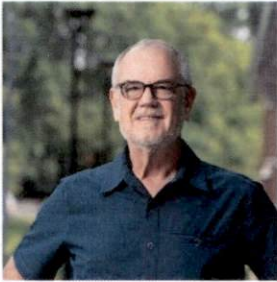
Conrad Merced
919-996-5578
conrado.merced@raleighnc.gov

| DESIGN TEAM | BUDGET | SIZE | SCHEDULE |
|-----------------------|-------------|--------|----------|
| Davis Kane Architects | \$1,865,109 | N/A SF | 2021 |

CLH Design
Atlantec Engineers

**(firms in bold are the same proposed team for the Town of Angier)*

SECTION 3 – PROPOSED TEAM MEMBERS



ROBERT STEVENSON, AIA, NCARB

President | Architect

Education

Bachelor of Environmental
Design in Architecture
North Carolina State University

Registration

Professional Architect:
North Carolina: #6214
NCARB Certificate

Robert Stevenson is a Principal and President of Davis Kane. He has extensive experience in public contracts, contractual issues, project planning and design. In his role, he is responsible for design, assuring client satisfaction, in-house collaboration and training, document review, managing personnel, and construction administration oversight. During his career, he has developed strong construction administration and communication skills through his involvement with the construction industry and his field work. His experience includes design at multiple universities, K-12 schools, and public municipal park projects throughout North Carolina.

Robert is heavily involved in all his projects. His participation is substantial and includes attending meetings, design, and document preparation from the start of the project throughout construction administration. He will set the course for the design, review the design, and provide leadership.

Relevant Experience

- + Town of Holly Springs Cass Holt Park Phase 1 and 2
- + Town of Cary, The Community & Sports Recreation Center
- + City of Raleigh Laurel Hills Community Center Study and Renovation
- + City of Raleigh, Lions Park Community Center Renovation
- + Town of Cary, USA Baseball Facility Improvements
- + City of Durham, Duke University & Durham Public Schools, Holton Career & Resource Center



JIMMY EDWARDS, AIA, NCARB

Principal | Architect | Public Safety Expert

Education

Bachelor of Architecture
Bachelor of Environmental
Design in Architecture
Bachelor of Industrial Design
North Carolina State University

Registration

Professional Architect:
North Carolina: #13823
NCARB Certificate

Jimmy provides valuable building design and system insight for your team, the consultant team, and the construction team. His roles include attending meetings, assisting with coordination between each consultant, and providing great design vision for each project type. He will work closely with the owner's representatives, consultants, and governing bodies to ensure the best solution for the project is achieved. With over 20 years' experience, he has worked professionally on projects with great variation in scale and end-user types. He is a self-motivated, creative, detail-oriented, and organized design professional who practices with a strong focus on Public Safety and Community projects. He has worked on the majority of the 60+ Public Safety projects completed by Davis Kane. His excellent interpersonal skills and strengths in programming, project design, building detailing, and visual representation help clients realize their vision.

Relevant Experience

- + Town of Knightdale Police Department HQ & Fire Admin. Renovation
- + Town of Cary, The Community & Sports Recreation Center
- + Town of Apex, Public Safety Station No. 6
- + Town of Cary, Southeast District Police Substation
- + Town of Fuquay-Varina Fire & EMS Station No. 4



BRADLEY MCCLUNG, AIA, NCARB

Senior Architect

Education

Bachelor of Architecture,
Southern Polytechnic State
University

Registration:

Registered Architect:
North Carolina: #14254
NCARB Certificate

Bradley McClung joined Davis Kane Architects in 2022 and has been actively managing projects since joining the firm. He is a licensed Architect with experience working as a designer and project architect on municipal, corporate, higher education, K-12 education, healthcare, residential, commercial, and mixed-use projects. This diversity of project types has provided Bradley with experience in all phases of project delivery. He is an excellent listener who utilizes this strength, along with a passion for serving clients to deliver successful projects. He brings comprehensive design experience, technical knowledge, and attention to detail to each of his designs. He enjoys working collaboratively with clients, the design team, and contractors to ensure each project is effectively realized.

Relevant Experience

- + Town of Knightdale Police Department HQ & Fire Admin. Renovation
- + City of Jacksonville Fire Station No. 4, Jacksonville, NC
- + Franklin County Schools Long Range Facility Assessments, Franklin County, NC
- + Town of Cary, Fire Station No. 4 Renovation Cary, NC
- + Town of Cary USA Baseball Facility Improvements, Cary, NC



DEVANSHI KESARIA, AIA

Architect

Education

Bachelor of Architecture, CEPT
University, India

Master of Architecture, Georgia
Institute of Technology

Registration:

Registered Architect:
North Carolina: #15950

Devanshi came to the United States to attend Graduate School at Georgia Institute of Technology, Atlanta. She joined Davis Kane Architects in 2021 and has over three years of experience primarily in public projects.

Devanshi has worked on various healthcare and United States Postal Services projects across Georgia and North Carolina. Her prior work experience in India included public university projects, wellness community centers and public hospitals. Her culturally varied experiences allow her to have a user centered, contextual design approach. She has worked on different stages of the project from feasibility studies through project close-outs. Devanshi brings comprehensive knowledge of BIM/CAD and various 3d modelling software along with critical thinking and creative problem-solving skills. She is an organized, self-motivated design professional, collaborates efficiently with the design team players with a great work ethic, making her a great asset to the project team.

Relevant Experience

- + Town of Holly Springs Cass Holt Park Phase 1 and 2, Holly Springs, NC
- + Town of Farmville Fire Station and Headquarters Building, Farmville, NC
- + Franklin County Schools, Franklinton Elementary School Feasibility Study, Franklinton, NC
- + Town of Cary, Town Hall Lobby Study, Cary, NC
- + Durham Public Schools Lyons Farm 6th Grade Center Feasibility Study
- + Town of Apex, Fire Station No 36, Apex, NC

SITE | CIVIL ENGINEER AND LANDSCAPE ARCHITECT



Established in 1993 and located in Cary, North Carolina, **CLH design, p.a.** (CLH) is an award-winning design firm providing collaborative landscape architecture and civil engineering services throughout North Carolina. Their design staff are well known for site master planning, LEED projects, and sustainable design practices that create functional environments that endure.

CLH has extensive experience in the successful planning and construction of public facilities. Of their more than 60 public safety projects, more than 20 have been within the past three years, along with 20 projects for the North Carolina National Guard.

They have a clear understanding of issues important to this type of project, such as ease of vehicular flow and maneuverability, visibility and security, separating uses and integrating best management practices.

Their reputation for excellence in practical, innovative and sustainable design is supported by their assistance with the design of 27 LEED projects across the state. Public safety projects include two LEED Silver City of Raleigh Fire Stations and one LEED Gold City of Raleigh Fire Station

What makes CLH special is their ability to create signature, universal outdoor spaces in the most unique settings. Whether the project is for the NC Zoo, a public school, or a municipal park, they design creative and resilient outdoor environments around each clients' individual personality and story.

CLH Design, PA

400 Regency Forest Drive, Ste. 120 | Cary, NC 27518

919-319-6716 | www.clhdesignpa.com

HUB Certified - Woman-Owned Business

Relevant Experience

- + Wake County Caddy Road Public Safety Station, Sanford, NC
- + Wake County Durant Road EMS Substation, Raleigh, NC
- + Wake County Main EMS, Garner, NC
- + Wake County Sheriff's Training Facility, Raleigh, NC
- + Wayne County 911 Center, Goldsboro, NC
- + Wendell Falls Fire/EMS/Recycling Center Site Study, Wendell, NC
- + Wendell Fall Fire/EMS/ Recycling Center Property Delineation, Wendell, NC
- + Wendell Falls Public Safety Center Study, Wendell, NC
- + Wake Technical Community College Eastern Wake Campus Public Safety Simulation Complex, Wendell, NC
- + Wake Technical Community College Eastern Wake Campus Public Safety Simulation Complex, Wendell, NC
- + Wake Technical Community College Public Safety Education Campus, Raleigh, NC

PLUMBING | MECHANICAL | ELECTRICAL | FIRE PROTECTION ENGINEER



Atlantec Engineers, PA is a professional engineering firm located in Raleigh, North Carolina. We provide plumbing, mechanical, fire protection, and electrical engineering services. Our clients include architects, contractors, and local governments from Raleigh to the coast. The firm's principal shareholders are David J. Whitney and James B. DelPapa Jr. Mr. Whitney oversees all electrical engineering. Mr. DelPapa oversees all mechanical engineering. The firm's primary contact is David Whitney. Atlantec Engineers, PA was established in 1992. Our firm has experience in the design of schools, office buildings, retail facilities, healthcare facilities, historic renovations, recreational facilities, and churches. Atlantec Engineers is licensed throughout the eastern part of the United States. Atlantec Engineers, PA provides efficient and economical designs to its clients, and is committed to providing quality-engineering services in a timely manner.

Atlantec Engineers PA

3221 Blue Ridge Road, Suite | Raleigh, NC 27612

919-571-1111 | www.atlantecengineers.com

Relevant Experience

- + Town of Apex Public Safety Station No. 36, Apex, NC
- + Town of Clayton EMS HVAC Evaluation, Clayton, NC
- + Town of Cary Water Treatment Plant Storage Building, Cary, NC
- + Town of Cary Police Chief Workroom and Purchasing Department Renovations, Cary, NC
- + City of Durham Fire Station No. 18, Durham, NC
- + Town of Kure Beach Fire Station, Kure Beach, NC
- + Town of Kure Beach Town Hall Renovation, Kure Beach, NC
- + Town of Kure Beach Police Headquarters Renovation, Kure Beach, NC
- + Town of Edenton New Police Station, Edenton, NC
- + City of Wilmington New Police Station, Wilmington, NC

STRUCTURAL ENGINEER



Lynch Mykins

301 N. West Street, Ste. 105 | Raleigh, North Carolina 27603

919-782-1833 | www.lynchmykins.com

HUB Certified - Woman-Owned Business

Lynch Mykins (LM), was founded in 1974 and has over 4 decades of experience in providing high quality structural engineering services all over the U.S. Their team has worked on nearly every conceivable building type including Higher Education, Federal/State/Local, Entertainment and Arts, Healthcare, Hospitality, K-12, Historic Restoration, and commercial. Dedicated to creative approaches, collaborative processes and integrated design, Lynch Mykins is headquartered in Raleigh, North Carolina, with offices in Norfolk, Virginia and Richmond, Virginia. They have been responsible for the design of buildings and other structures at a rate of over \$2 billion in construction value per year.

Lynch Mykins has design experience on over 300 elementary, middle, and high schools in both the public and private sector throughout the mid-Atlantic region. We have also performed hundreds of K-12 renovations and additions of varying sizes and scopes.

Their goal is the same on every project—achieve their client's vision while making the most of each dollar. Their engineers' ability to interpret challenging project requirements into creative yet cost-effective designs is second to none in the industry.

Relevant Experience

- + City of Raleigh Police Department Law Enforcement Training Center, Raleigh, NC
- + Town of Garner Police Substation, Garner, NC
- + Cherry Point EMS/Fire Station, Cherry Point, NC
- + Hopewell police Station, Hopewell, VA
- + Virginia State Police March House, Blackstone, VA
- + City of Raleigh Police Department Evidence Storage, Raleigh, NC
- + NCSU Public Safety Center, Raleigh, NC
- + Fairmont Public Safety Building, Fairmont, WV
- + ODU Inn Conversion to Police Station, Norfolk, VA
- + Ballistic Glass Framing, Richmond Police Department, Richmond, VA

LAW ENFORCEMENT TECHNOLOGY AND SECURITY DESIGN



Mission Critical Partners

4208 Six Forks Road, Suite 100 | Raleigh, NC 27609

888-862-7911 | www.missioncriticalpartners.com

(Corporate: 690 Gray's Wood Blvd. | Port Matilda, PA 16870)

At **Mission Critical Partners (MCP)**, Our mission is simple: To Improve Emergency Response and Justice Outcomes. We are committed to working collaboratively with you to implement successful solutions for your networks, data, and operations. More than just a consultant, we act as trusted advisors to our clients, striving to deliver value, efficiency, and fresh ideas—all while mitigating risk. We are solely focused on the public safety, justice, healthcare, and critical communications sectors, and what makes us different is our holistic perspective. A leading provider of data integration, consulting, network and cybersecurity services, our vision is to transform mission-critical communications and public-sector networks and operations into integrated ecosystems.

More importantly, we stand behind the significance of the work our clients do and how critical their missions are—not just for their organizations, but because their communities are counting on them. While we are proud to have the largest, most experienced team of specialized experts in the industry, our greatest pride comes from applying this expertise to work side by side with our clients to implement the best possible solutions—because the mission matters.

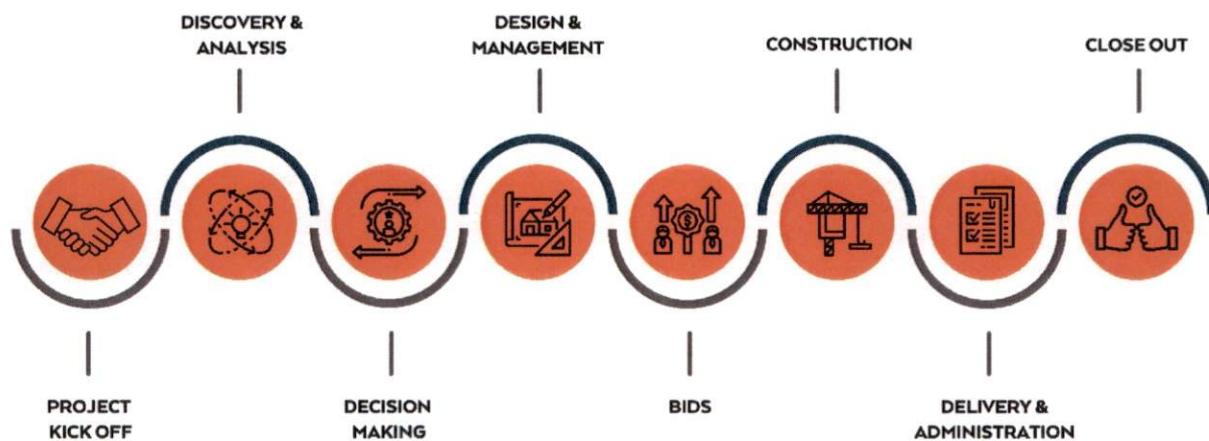
Relevant Experience

- + City of Raleigh Police Department Law Enforcement Training Center, Raleigh, NC
- + Town of Garner Police Substation, Garner, NC
- + Cherry Point EMS/Fire Station, Cherry Point, NC
- + Hopewell police Station, Hopewell, VA
- + Virginia State Police March House, Blackstone, VA
- + City of Raleigh Police Department Evidence Storage, Raleigh, NC
- + NCSU Public Safety Center, Raleigh, NC
- + Fairmont Public Safety Building, Fairmont, WV
- + ODU Inn Conversion to Police Station, Norfolk, VA
- + Ballistic Glass Framing, Richmond Police Department, Richmond, VA

SECTION 4 – PROJECT UNDERSTANDING, APPROACH & MANAGEMENT

We have started the process of ensuring success for these Town of Angier projects by selecting our proposed consultants based on both experience in working together on similar projects and providing expertise in Public Safety and Community Park facilities. We bring to you a team culture that is built around a model of providing comprehensive, well-balanced services. Our approach will start with "First Listening to Your Needs", then developing a strategic game plan that aligns with your vision and objectives. Once we have a clear understanding of your goals, we can help lead through a proven sequence of steps during the entire process. We want to underscore that we do not approach any community or client with preconceived notions, we only build on our experience and adjust our approach to provide enhanced service. We strive to draw out and discover, with you, the best approach for the users and community our designs will serve.

OUR PROCESS



OUR DESIGN APPROACH – “DESIGN WITH THE END IN MIND”

Pre-Design / Programming Verification Phase

As the very first step, the Design Team recommends scheduling a kick-off meeting with Angier’s project advisory board and other key stakeholders. We feel it is important to get started on the right path by everyone having a chance to introduce themselves and identifying their roles in the project. The next step would be identifying key leadership and decision-makers on the project team, along with establishing a communication plan and confirmation of the Town’s anticipated project budget and to ensure the design phase will be a highly successful process. We recommend using a Design Charrette format, which starts with us listening to your vision and ideas, and then leading you through a highly collaborative review process. We will develop a comprehensive facility needs program, which will become our “basis of design” document. then start to map out a clearly defined project path – “design with the end in mind.” We will assist the Town’s project advisory board, in collaboration with CLH Design, to perform an initial site assessment, with test fits to build on the site.

We understand the Town invested a great deal of time and effort into developing the project to date. We believe re-visiting that process and debriefing on what aspects you felt were successful and what parts may need improvement will be greatly beneficial. Starting the process off by gathering information about your project, the current site conditions and constraints would provide a valuable fact-based planning tool for future facility-related layout decision making sure that is consistent with and supportive of the Town’s vision and goals. It sets a logical course for then proceeding into conducting staff interviews and group programming and facility needs assessment sessions, which will help identify facility orientation on your site, which we will develop into a Program Site Plan Document.

Document Development Phase

During design development, the design team will continue to work closely with the Town's project advisory board and all other key stakeholders to finalize the site design concepts and any interior design options or changes you would like to make. We will also discuss technical considerations, such as reviewing final civil, structural, architectural, mechanical, electrical, plumbing systems, along with communication, security/access control, and other specialty systems. We can schedule a presentation session to share our progress and ensure all we are moving in the right direction while remaining on budget for the new facility. Key design elements we would like to verify with your team will include hot zone and cold zone separation of facility in addition to finding any integrated training opportunities you would like to add during this phase, if desired by the fire department.

Construction Documents Phase

Once the bridging documents are complete and the project is successfully bid for construction through a public process, if retained, we will continue to develop the construction documentation with the selected contractor. During this time, the design team will work closely with the Town's project advisory board and all other key stakeholders to finalize the working drawings and specifications, and ensure all required plan review approvals are obtained, so we're ready to move forward with the construction process. We will review the current construction trends for product lead times and cost of work to ensure the Town's new fire station remains on schedule and on budget.

LEED Design Experience and Sustainability Strategies

Davis Kane Architects addresses each project with environmentally responsible design practices. In addition to our projects that have qualified for LEED certification, our portfolio includes many high-performance buildings. Our philosophy promotes efficient use of resources, water, and energy-saving strategies.

Although specific sustainable goals have not been defined for this project, we can work with your team to establish and prioritize any project specific sustainable features you would like to explore in the early design development phase with minimal impact to the station design. We can evaluate and define the pros and cons of each option on the facility construction and life cycle.



SAS/C Office Building
290,000 sf New Construction
LEED Platinum Certified



MCAS EMS/Fire Vehicle Facility
16,200 sf New Construction
LEED Gold Certified



NCSU Facilities Operations
15,586 sf Renovation/Addition
LEED Silver Certified



ECU Gateway Residence Hall
208,000 sf New Construction
LEED Certified



WTCC Holding Hall Renovation
47,000 sf Renovation
LEED Certified



Raleigh Fire Station No. 22
15,745 sf New Construction
LEED Gold Target



Durham Fire & EMS Station No. 18
13,382 sf New Construction
LEED Gold Target

Construction Administration Capabilities

Construction administration is one of our greatest strengths. We have a well-established process that facilitates compliance with construction documents and client requirements the Project Manager during the design phase, is responsible for the construction administration of the project, implementing valuable continuity from design through construction. Our efforts are based on systematic thorough documentation, communication, and responsiveness. We endeavor to balance the needs of the contractors while safeguarding the interests of the owner. This balance results in positive relationships between the design team, construction team, and the owner.

Davis Kane Architects utilizes pre-construction conferences, regular site meetings, field reports, pre-installation meetings, construction mock-ups, and a documented submittal process to engage with contractors and sub-contractors during the construction process. We can also add the benefits of project management software such as Procore, PlanGrid, or BIM 360 to communicate project updates to the entire team.

Approach to Construction Documentation

We maintain a project database that includes project identification data, cost data including change proposals, tracks percentage errors and omissions, RFIs, RFPs, ASIs, and Drawing Changes. Our field report process includes an open items list which we discuss at each site meeting. We target five business-day turnarounds for RFI Responses, and 10 business days for shop drawing reviews.

During construction, if field changes are required, we will review the associated cost and schedule impacts with you, develop options to minimize those impacts, while evaluating proposed change orders for accuracy and fairness. If inspections are failed, we review the project schedule, impact to the critical path, and require the contractor to provide updated schedules mitigate the delay.

The best ways to safeguard against defects and deficiencies during the construction phase are accurate and complete construction documents, a relationship of trust and cooperation with the construction team, and clear and open lines of communication. At the beginning of construction, we communicate your expectations for the completed project to the contractor and establish the most important design elements. We ensure our specifications and documents are coordinated, accurate, and buildable.

Project Completion & Close-Out

We believe the key to effective project completion and close-out is to not leave it all for the end. We are diligent about making changes to our drawing files simultaneously with change direction communicated to the contractor and we provide regular monitoring of the contractor's as-built documentation during the construction process. Our organization and record-keeping skills during the construction administration phase make the transition to close-out documentation smooth and efficient.

We want to build long-term client relationships. We always follow up with any ongoing issues, including warranty matters. We remain involved in the decision-making process as long as it takes to ensure the facility is built and operates as it was intended.



PROJECT DESIGN BASED ON COLLABORATIVE RELATIONSHIPS & PUBLIC OUTREACH

FACILITY PLAN REVIEW

The process of Programming to “Master Plan” your new facility is by nature an integration of education and architecture. Overlaying your current conditions with your short-term and long-term goals often illustrates how well your current facilities support your needs and priorities. Unmet needs in the existing facilities are illustrated and categorized. Data collected and prioritized from the facility needs analysis can become the basis for developing strategies to address the identified deficiencies and to bring your current conditions in alignment with your stated goals and physical benchmarks.

The resulting plan will be instrumental for thoughtfully and holistically addressing both the functional and operational aspects of your facility, now and into the future.



Town of Apex Public Safety Station

The following is a framework of essential steps for developing a public project design plan

- + Envision: What do we need our facility to BE?
- + Benchmark: What do we need our facility to HAVE?
- + Analyze: How well do our existing facility (facilities) support our needs?
- + Strategize: What improvements are necessary?
- + Master Plan: What are the smartest strategies for making needed improvements within the schedule?
- + Implement: How should we use our resources (time, funding, etc.) to realize the best design for the Town of Angier?



PUBLIC SAFETY PERFORMANCE BASED DESIGN

Our design team recognizes that in order to achieve optimum desired response times to emergency calls, today's public safety facilities must be designed to be highly functional and take into account important adjacency relationships of all occupied spaces. The final design layout needs to provide critical direct access to all related support areas to ensure the first responders are well positioned to consistently meet their critical response time objectives. This includes NFPA standards and all other applicable local, state, and federal guidelines.

Many years of public safety design experience has provided us with numerous "lessons learned." For example, we have assessed facilities built in the past that may appear to have an "ideal" layout, and yet, only after construction is completed does it become apparent to the department that the floor plan falls short.

While there are a number of issues common to all building design projects, public safety facilities have their own unique set of critical needs and special requirements that must be considered early in the design process. Having designed a number of facilities together, our team is expressly familiar with these requirements. Some characteristics to consider early in the planning and design process include:

Human Scale: The building should respond to the environmental needs of the emergency operations staff as well as the state and federal criteria. It should reflect the positive character of the Town and all of the surrounding facilities. Entrance features, sizes of rooms, color selection, window heights, ceiling heights, handrails, and the like should be based on the needs and perceptions of all who use the facility, whether daily as a fire fighter or as a visitor. We understand the special environmental needs of each specific building's occupants and can review the design of your facility accordingly.

Functional Efficiency: We build efficiency into the design in several ways. We are always cognizant not only of project costs, but also the functional relationship of all occupied spaces within the facility to the support areas. We look for ways to get multiple uses out of single spaces and strive to provide the shortest and least congested path to the emergency services areas from all areas of the facility.

Flexibility: Public safety buildings should be designed to allow for future reconfigurations to support additional renovations as dictated by need and site constraints. Therefore, the configuration and infrastructure of your facilities should be designed to accommodate those additions at minimal cost and later disrupt the emergency operations of the occupants where possible.

EXPERIENCE WITH PUBLIC SAFETY TECHNOLOGY, MATERIALS, & SECURITY

Technology and Communications: Public Safety communications requirements are unique and can often be quite complex. There are many issues specific to the design of these types of facilities based on their type of operation and their unusually high requirements for security, reliability, and the technology associated with their mission. These systems need to perform without fail. We will work with you to ensure all systems meet the Town's standards for infrastructure and equipment.

Materials, Systems, and Equipment Selection: Exterior and interior materials should be simple, durable, and readily available. Typically, metal stud/drywall, vinyl floor tile, carpet, and acoustical ceilings can be provided in the majority of office and living spaces as the finish materials. However, more durable materials must be provided in corridors and other high-use areas that are in operation 24 hours a day. Our team will work with Town personnel to ensure the finished spaces are functional, durable, professional, and comfortable, including working closely with the Town's advisory team's furniture and equipment vendors to ensure complete coordination with all other building systems and components.

Material, equipment, and building system selections should be made through our review with your staff, life cycle cost analysis, and value engineering. Energy efficient, low-maintenance systems and equipment that do not require exceptional expertise should be used wherever possible. However, the provision of certain systems that must provide assurance to the Town's advisory team of a durable, high-quality product may necessitate application for procurement exemptions. Building exterior materials will be carefully selected considering any adjacent structures, wear resistance, security/safety, abuse resistance, and aesthetic appeal.

Site Safety and Access: Separation of emergency vehicles from staff parking is important, due to concerns of prompt emergency response times and the elimination of vehicular conflicts. The security of personal vehicles is also important, as the building will be in service 24 hours a day. Employee and visitor safety are also a key concern; therefore, care must be taken with exterior lighting, CCTV monitoring if desirable, and other active and passive security systems such as enclosed parking areas and Crime Prevention Through Environmental Design (CPTED) principles.

Building Safety and Security: Issues of safety and security have become paramount in recent years; with any emergency services facility, access control has become a higher priority to preclude not only incidents of terrorism, but also to ensure the security of essential information systems and safety of personnel. We plan all aspects of the facility for a level of external intrusion protection to ensure the safest environment possible for first responders, dispatch personnel, and visitors to the building, recognizing that hazards can be man-made, geotechnical, and/or weather-related. FEMA 361 Hazard Resistance Guidelines should be followed where possible, as they are designed for "ultimate survivability." A review of the Town's required access control system will be conducted and implemented to prevent theft, intrusion, and information interception/disruption.

Redundancy: The facility must remain open and operational 24 hours a day, 365 days a year, regardless of weather or other events. Electrical service must be backed up by redundant emergency generators with uninterruptable fuel supplies, providing full capacity to the station systems and occupants. In addition to the alternate power source, our team can review opportunities for making network connections fully redundant, including switches, network devices, and equipment.

Classified as an essential facility, seismic bracing is required for all large conduit and service piping. Special consideration will need to be made regarding requirements for wind born debris.

Training Opportunities: Our Architects recognize that today's public safety facilities must also be designed to be more flexible and self-sustaining, providing the emergency service personnel with numerous on-site training opportunities, varying from fitness room conditional training, rescue simulation scenarios to outdoor opportunities for rehab spaces, along with many other types of rescue operations. We continuously explore cost effective opportunities to integrate training opportunities into the building and site design as much as possible. Our team will work closely with the Town's project advisory team to further discuss and assess your original feasibility study and confirm what specific training programs you feel will further enhance the staff's preparation and readiness in your facility.

EXPERIENCE WITH CALEA ACCREDITED PROJECTS

With experience in the planning and design of numerous law enforcement facilities, our team is familiar with and has experience in designing to the requirements set forth by the Commission on Accreditation for Law Enforcement Agencies (CALEA).

MODERN POLICE FACILITIES

Contemporary police facilities are developed with a substantial front-of-house to back-of-house separation. Concern for the safety of law enforcement officers is critical, and yet the need for a high degree of public interaction is important to modern policing functions. Because law enforcement and public safety facilities must provide building hardening around police operations, buildings and sites must be carefully designed to create the separation that will appropriately protect the daily activities of the team.

The separation must also provide for the appropriate transfer and booking of prisoners from the vehicle to the processing area to appropriate holding areas. Careful design of holding facilities that are separated from processing areas must provide for acoustical and visual separation between adult males and females, and from juveniles.

Evidence processing areas require careful design to satisfy chain of custody processes. Contemporary evidence lockers connected electronically to the police database provide precise tracking of how the evidence was transferred, by whom and when. Today, small crime labs can service many of the needs of local municipal and campus police departments that previously were handled relying on a constant stream of data delivery and use. Facilities may be developed to accommodate everything from technological delivery of briefings, to high-speed research of NCIC databases (and other), to the connectivity of mobile data terminals in police and fire vehicles. Appropriate network rooms with redundant power supplies and data have become an important part of the design of these facilities.

Perhaps most importantly, state-of-the-art facilities incorporate ergonomic design to accommodate a profession that supports the needs of the public on a continuous basis. Recruiting and retaining talented professionals has recently gained increased visibility and designing facilities that are reasonably attractive from a user perspective helps to stimulate interest in service. Locker facilities, break areas, fitness rooms, and other support structures help attract people to the law enforcement profession and ease current staff's often strenuous jobs.

The facility should be easy to use and to access for staff and officers at any time. Lighting should be designed to be welcoming as well as to provide security. Good security system design simplifies access for officers while providing a robust deterrent to non-credentialed users. A careful and creatively designed law enforcement facility will reflect a conservative approach to the use of taxpayer funds while meeting the needs of the everyday users. The building and site must be designed to reduce maintenance costs and to have longevity and flexibility.

TEMPORARY FACILITY EXPERIENCE

Understanding the need for uninterrupted first responder services, we have provided multiple temporary or modular facilities to accommodate this need during the construction or renovation of the permanent facility. We have leveraged multiple strategies to ensure these facilities meet the needs of each department and how they function, whether it is office space, storage, or living quarters and apparatus bays for a mobile fire station. Key coordination includes phasing, security, access logistics, site utilities, and response time when developing the road map for accommodating your staff during the design process.

QUALITY ASSURANCE AND QUALITY CONTROL

Davis Kane Architects approach to quality assurance and quality control is through participation, communication, and review. We have a history of cooperation, communication, and teamwork, resulting in effective project solutions.

The following techniques are utilized to ensure the greatest degree of coordination possible:

- + We start every project with a big picture and work toward details, ensuring the project scope, budget and timeline are understood by the design team members and owner's representatives.
- + We define team member roles and responsibilities to maintain proper communication and information dissemination.
- + Our design team and consultants participate in cost-estimating to promote awareness of the cost impacts of each discipline's design choices.
- + We base our cost-estimates on current market conditions.
- + Davis Kane and our consultants come to meetings prepared and engaged. Our project managers and consultants have decision-making capabilities and a thorough knowledge of systems that require cross-coordination.
- + We thoroughly review design consultant's documents for coordination and conflict resolution. We perform this review at each design submittal phase.
- + We perform in-house, third-party reviews of documents. We rely on multiple personnel who may not have participated in creation of the documents to review documents. This fresh set of eyes is often the key to discovering hidden-in-plain-view items.
- + We review each specification section for each project. We do not use boiler plate specifications.
- + A Davis Kane principal remains involved through each project from beginning to end.

Management tools for schedule

Your schedule is of the utmost importance. Our team understands the schedule constraints and requirements for your project. Part of staying on schedule is not having to back-up and rework. At the start of your project, we will establish the project schedule based on your requirements, review period and the construction industry forecast. One of our most successful tools is to make sure each team member agrees to the design and construction schedule. Your schedule will include submittal dates, in-house quality control reviews, owner review periods, bidding, construction, and final acceptance dates. As the project lead, we will review the information we have at regular intervals and follow up with our consultants, the code officials, and your team to ensure your project stays on track.

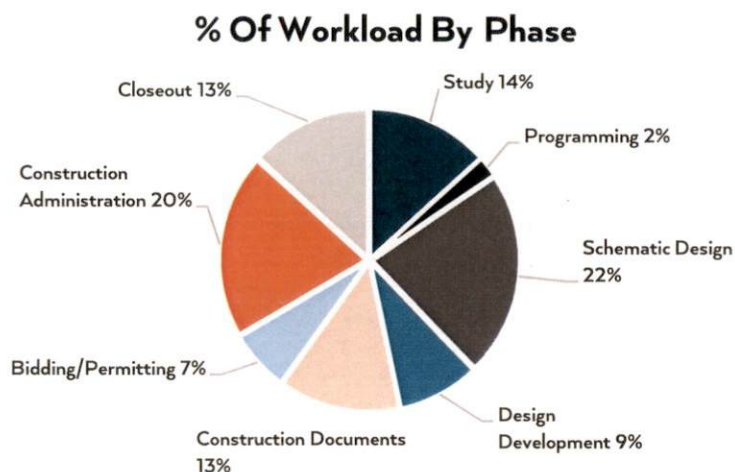
Budgets

Davis Kane Architects is successful at establishing and meeting project budgets and timelines through communication, review, and industry knowledge. Our cost estimates are based on in-house and industry information gleaned from past projects of similar building types and from our close working relationship with the contracting community, including sub-contractors, vendors, and sales representatives. During the design phase, we will regularly review and inform you of any concerns or special considerations. If needed, we can review adjusting the building program after careful analysis and owner input. We will help you prioritize any funding constraints and project requirements to establish bid alternates.

SECTION 5 – OTHER FACTORS

CURRENT WORKLOAD

Davis Kane Architects is a local architectural firm that began in Wake County in 1977 with extensive building investigation, programming, interior space planning, design, and document development experience. We are fully capable and experienced in project leadership and team organization, working through the public project process. Our staff will be available and ready to start working on your project on March 1, 2023, per the RFQ. The current projects in our office is broken down as follows:



TOTAL NUMBER OF
CURRENT PROJECTS:

39

CONFLICT OF INTEREST STATEMENT

We provide a team free of any Conflict of Interest in performing Design Services for this project. No member of Davis Kane Architects' owners or staff shall derive any personal profit or gain, directly or indirectly, by reason of his or her participation with this project for the Town of Angier. This non-conflict shall also include any owner or staff member's family, significant other, their employer, or close associates who may stand to receive a benefit or gain. Each individual shall disclose to the owner any personal interests discovered which he or she may have in any matter pending before the organization and shall refrain from participation in any discussion or decision regarding such matters.

MINORITY PARTICIPATION

Davis Kane Architects has taken a proactive role in encouraging woman and minority-owned business participation throughout the design and construction of our projects. Many of our trusted consultants are HUB/UBE firms. We work with the contracting community during the bidding and negotiation phase to provide HUB organizations with opportunities to participate in the construction of our projects. We employ people without regard to gender, race, or nationality as is evident in our studio. Diversity is part of the character of Davis Kane Architects.

Our Proposed Historically Underutilized Business team members are **Lynch Mykins** and **CLH Design**.

MINORITY BUSINESS PLAN

- + We seek qualified professional consultants with HUB certification
- + We ask other design firms about their experience and recommendations
- + We utilize services of HUB vendors and suppliers where possible
- + We utilize State and Local HUB service resources to find suitable contractors
- + We submit projects to the NC Administration HUB advertisement
- + We promote the use of HUB companies by making recommendations and referrals
- + We stay informed of stated goals and strategies of our clients We strive to exceed the State's goal of 10% participation by a DKA goal of 15% participation
- + We will assist the Owner's outreach efforts to reach prospective minority businesses during the bidding phase of the project
- + We will submit with each invoice to the Owner, the MBE Documentation for Contract Payments for Architects

SECTION 6 – LEGALITIES

We are pleased to say that we have had no technical issues with any of our projects since our inception in 1977. One claim was filed against our firm and no evidence of fault was found. We have been involved with projects where prime contractors have been replaced during construction due to non-performance and we have assisted the owner in resolving these situations accordingly. We routinely obtain building permits without excessive comments and re-submittals, including those for complex, phased projects. We have not had to perform re-design during design phase or construction phase due to technical problems including complex renovation and addition projects. Our building evaluation and design process is very controlled, and we take multiple steps in-house to review and check our documents.

Davis Kane has never declared bankruptcies in our 45 years in business.



CONSENT AGENDA

**Town of Angier
Board of Commissioners
Special Called Meeting
Tuesday, December 8, 2022, 6: P.M.
Angier Municipal Building
28 North Raleigh Street
Minutes**

The Town of Angier convened during a special called Board of Commissioners meeting Tuesday, December 8, 2022, 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 "Jr." Price via *Zoom*

Members Absent:

Staff Present: Town Clerk Veronica Hardaway
Town Attorney Dan Hartzog Jr. via *Zoom*

Others Present:

Call to Order: Mayor Smith presided, calling the Board of Commissioners Special Called meeting to order at 6:02 p.m.

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

Invocation: Mayor Smith offered the invocation.

Board Action: The Town Board unanimously voted to go into Closed Session pursuant to NCGS 143-318.11 (a)(6) at approximately 6:02pm.

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

Board Action: The Town Board unanimously voted to reconvene in open session at approximately 6:08pm.

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

Board Action: The Town Board unanimously voted to accept the Interim Town Manager's contract and to give authority to Mayor Smith to sign and execute for Richard Hicks to start Monday, December 12, 2022.

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 6:08pm.

Motion: Mayor Pro-tem Hawley

Vote: Unanimous, 4-0

Robert K. Smith, Mayor

Attest:

Veronica Hardaway, Town Clerk

**Town of Angier
Board of Commissioners
Tuesday, March 7, 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, March 7, 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
Captain David Adams
Planner I Abby Manning
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: Tom Woerner, *The Dunn Daily Record*

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.

Approval of the March 7, 2023 meeting agenda: The Town Board unanimously approved the agenda as presented.

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

Motion: Mayor Pro-tem Hawley

Vote: 4-0; unanimous

Public Comment

Pamela Powell Yanez, 49 North Street, spoke about concerns of Highway 55 traffic. Cars are constantly turning around her dead-end street to avoid traffic on Highway 55. Mayor Pro-tem Hawley inquired if barriers can be placed at the end of the street to prevent this situation until a permanent solution can be found. Mayor Smith deferred this to the Town Manager.

Brian Hawley, 49 Kerrylane Drive, presented the Board with the ABC Financial Audit showing their increase in net position. The ABC Store General Manager, Maggie Sandroek was introduced and welcomed. Mr. Hawley discussed disbursements as follows: \$80,000 to General Fund; \$20,000 in escrow for Police to be used for a training facility at the firing range; \$1,000 to *Sold Out Organization*; \$18,734.64 in escrow for the Angier Library; \$9,371.32 for the Police Department; and \$12,120.00 for *Good Hope Hospital* mental health programs.

Commissioner Price thanked ABC Board member Howard Babbitt for proposing the idea of giving the Police Department the additional \$20,000.

Consent Agenda

1. Approval of Minutes

- a. February 7, 2023 – Regular Meeting
- b. February 21, 2023 – Work Session

2. Amended Classification Grade Table FY2022-2023

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

Motion: Commissioner Price

Vote: 4-0; unanimous

New Business

1. Budget Amendment #6

Finance Director Hans Kalwitz explained that Budget Amendment #6 pertains to the General Fund, Parks & Recreation Field Rental/Donations Fund, Powell Bill Fund, Water & Sewer Fund, System Development (Buy-In Method) Fund, and System Development (Incremental Cost) Fund.

The General Fund is amended to recognize the monthly rent expense for 58 N. Broad Street where, at onset of FY 2023 Budget process, it was recognized within the Police Department. Knowing that the Planning & Inspections Department utilizes this location, this amendment allows the associated expenditure line to absorb the expense.

The Water & Sewer Fund experienced nominal civil penalties and, to pay this penalty, the Sewer Sales revenue line will be budgetarily increased to accept revenue that has exceeded anticipation and the associated expenditure line will be increased for allowable spending.

Other aforementioned funds are merely to amend revenue lines that have exceeded anticipation and increased allowable spending to various expenditure lines.

The Board inquired as to the civil penalty the Town incurred. Interim Town Manager Richard Hicks explained that several months ago Mary Circle experienced a manhole overflow. The Town is required to notify the State Department of Environmental Quality to assess the situation. Typically, when there is a spill, a civil penalty is placed to cover NCDEQ's investigation into the matter.

The Board requested to know when the building lease at 58 N. Broad St. is set to expire. Mr. Hicks responded the Town should be receiving a new lease agreement soon that will be on a month to month basis.

Board Action: The Town Board unanimously voted to approve Budget Amendment #6 that pertains to the General Fund, Parks & Recreation Field Rental/Donations Fund, Powell Bill Fund, Water & Sewer Fund, System Development (Buy-In Method) Fund, and System Development (Incremental Cost) Fund.

Motion: Commissioner Kazakavage

Vote: 4-0; unanimous



Town of Angier

Board Approved Budget Amendment # 6

| General Fund (10 Fund) | | | | |
|--|--------------|-----------|----------|----------------|
| Police Department | Line Item | Budget | Change | Amended Budget |
| RENT FOR 58 N. BROAD STREET | 10-5100-6075 | 33,625 | (33,625) | - |
| Total Budget Expenditures for Dept 5100 | | 1,952,695 | (33,625) | 1,919,070 |
| Planning & Inspections Dept | Line Item | Budget | Change | Amended Budget |
| LEASE FOR 58 N. BROAD STREET | 10-5400-6075 | - | 33,625 | 33,625 |
| Total Budget Expenditures for Dept 5400 | | 874,694 | 33,625 | 908,319 |
| Parks & Recreation Field Rental/Donations Fund (18 Fund) | | | | |
| P&R FIELD R/D Revenue | Line Item | Budget | Change | Amended Budget |
| P&R FIELD RENTAL/DONATIONS | 18-3018-6280 | 2,000 | 2,510 | 4,510 |
| Total Revenue Budget | | 35,272 | 2,510 | 37,782 |
| P&R FIELD R/D Dept | Line Item | Budget | Change | Amended Budget |
| FACILITY REPAIRS & MAINTENAN | 18-6200-3275 | 272 | 3,106 | 3,378 |
| PRINTING & PUBLISHING | 18-6200-4250 | 2,000 | (596) | 1,404 |
| Total Budget Expenditures for Dept 5190 | | 35,272 | 2,510 | 37,782 |

| Powell Bill (20 Fund) | | | | |
|--|--------------|-----------|--------|----------------|
| Powell Bill Revenue | Line Item | Budget | Change | Amended Budget |
| INTEREST ON INVESTMENTS | 20-3020-3050 | - | 2,083 | 2,083 |
| STATE STREET - AID | 20-3020-5705 | 138,642 | 32,898 | 171,540 |
| Total Revenue Budget | | 158,414 | 34,981 | 193,395 |
| Powell Bill Expenditures | Line Item | Budget | Change | Amended Budget |
| CAPITAL OUTLAY | 20-5700-5000 | - | 34,981 | 34,981 |
| Total Budget Expenditures for Dept 5700 | | 158,414 | 34,981 | 193,395 |
| Water & Sewer Fund (30 Fund) | | | | |
| W/S Fund Revenue | Line Item | Budget | Change | Amended Budget |
| SEWER SALES | 30-3030-8305 | 1,308,803 | 904 | 1,309,707 |
| Total Revenue Budget | | 3,487,803 | 904 | 3,488,707 |
| Sewer Department | Line Item | Budget | Change | Amended Budget |
| CIVIL PENALTIES | 30-8300-4375 | - | 904 | 904 |
| Total Budget Expenditures for Dept 8300 | | 889,501 | 904 | 890,405 |

| System Development Fee (Buy-In Method (61 Fund)) | | | | |
|--|--------------|---------|--------|----------------|
| SDF Revenue | Line Item | Budget | Change | Amended Budget |
| INTEREST ON INVESTMENTS | 61-3061-3050 | - | 12,193 | 12,193 |
| SDF (WATER BUY-IN METHOD) | 61-3061-8710 | 68,000 | 6,693 | 74,693 |
| SDF (SEWER BUY-IN METHOD) | 61-3061-8715 | 201,000 | 32,300 | 233,300 |
| Total Revenue Budget | | 269,000 | 51,186 | 320,186 |
| WWTP Expansion Dept | Line Item | Budget | Change | Amended Budget |
| HARNETT COUNTY WWTP EXPA | 61-8710-8110 | 269,000 | 51,186 | 320,186 |
| Total Budget Expenditures for Dept 8710 | | 269,000 | 51,186 | 320,186 |
| System Development Fee (Incremental Cost Method (64 Fund)) | | | | |
| SDF Revenue | Line Item | Budget | Change | Amended Budget |
| INTEREST EARNED | 64-3064-3050 | - | 103 | 103 |
| SDF (WATER INCREMENTAL MET | 64-3064-8305 | 2,050 | 398 | 2,448 |
| Total Revenue Budget | | 2,050 | 501 | 2,551 |
| Unauthorized Substance Tax De | Line Item | Budget | Change | Amended Budget |
| TRANSFER TO CAPTIAL PROJECT | 64-8705-8305 | 2,050 | 501 | 2,551 |
| Total Budget Expenditures for Dept 8705 | | 2,050 | 501 | 2,551 |

2. Vaughn Farms Proposed Development Agreement

Public Works Director Jimmy Cook explained that Vaughn Farms Subdivision, that was approved by the Board several months ago, is in the process of completing construction drawings. The proposed Developer Agreement is to upsize approximately 2,000 LF of water line from 8" to 12" along NC 55 South from Cambridge Subdivision to Vaughn Farms Subdivision.

The Town has a 12" water line that dead ends at Cambridge Subdivision. The Developer is proposing to extend the water line from Cambridge Subdivision to Vaughn Farms along NC 55 South. The Developer's hydraulic study only requires Vaughn Farms to install an 8" water line to serve the subdivision, by upsizing the water line from 8" to a 12" line allows the Town of Angier to prepare for future growth to the South along NC 55. Estimate of financial impact by staff is between \$75,000 and \$100,000. The Town of Angier would only have to pay for the material price difference to upgrade the water line from an 8" to a 12" line. The Developer will not receive payment until the line is installed.

Mr. Cook explained he is currently researching to see if System Development Fees can be applied to this project; however, explained this may have to be included in the upcoming FY budget.

Board Action: The Town Board unanimously voted to proceed with the Developer Agreement with Vaughn Farms Subdivision to upgrade the water line from an 8" to a 12" water line.

Motion: Commissioner Coats

Vote: 4-0; unanimous

3. NCDOT Transportation Improvement Projects

Planning Director Randy Cahoon-Tingle introduced and welcomed the new Planner I Technician, Abby Manning.

Mr. Cahoon-Tingle explained upcoming proposed NCDOT improvement projects. At the intersection of NC 55 (N. Raleigh) and Rawls Church Road, NCDOT is addressing two issues: pavement being torn away by right turns off of N. Raleigh St. (NC 55) onto Rawls Church Road; weak shoulder south of the same intersection (in front of Dr. Lane's Dental Office). NCDOT intends to remove pavement from the south side of Rawls Church Road adjacent to Dr. Lane's Dental Practice; and add pavement on the north side adjacent to Boost Mobile.

NCDOT is concerned about current traffic volumes on two sections of NC 210/Depot Street. The driveway of Red Barn is wider than allowed, and this section of the State-owned highway will be more functional with dedicated turns established. The changes are intended to allow free flow of traffic in one lane while left turns onto N. Broad Street are in a separate lane. Down at Willow St. a striped barrier will better define where turning is permitted. Restriping Depot Street in front of Truist Bank; creating true turning lane onto Willow St.; addition of sidewalks and a narrowing of the driveway of Red Barn. NCDOT also plans to restripe the area in front of First Citizen's Bank.

No action was taken on this item as it was for informational purposes only.

4. Resolution #R005-2023 – Support of Medicaid Expansion

Mr. Hicks informed the Board that Mr. Joe Langley has requested that the Angier Board of Commissioners adopt a Resolution supporting the expansion of Medicaid by the North

Carolina General Assembly. There would be no financial impact to the Town. Some residents within the corporate limits may benefit from the expansion, which might in turn generate additional spending within the community.

Joe Langley, 298 Kirk Adams Road, stated that despite going through the House and Senate, this issue still has to go before the Governor for approval. This is a project that Mr. Langley has been personally working on for several years with a group called *Care 4 Carolina*. There's no single thing this state could do that would do more for mental health than Medicaid expansion. With over 8,300 people uninsured, individuals will finally have the health insurance they need. These individuals fall into what is called a coverage gap; which means they make too much for traditional Medicaid but not enough to access subsidies in the Affordable Care Marketplace.

Mayor Pro-tem Hawley requested that it be put in the record that she supports mental health and treatment programs; however, considers there to be hidden agendas by this proposal.

Board Action: The Town Board voted to approve Resolution #R005-2023 in Support of Medicaid Expansion.

Motion: Commissioner Coats

For: Commissioner Price; Commissioner Kazakavage

Opposed: Mayor Pro-tem Hawley

Vote: 3-1; motion carried

Resolution No.: R005-2023

Date Submitted: March 7, 2023

Date Adopted: March 7, 2023

RESOLUTION IN SUPPORT OF MEDICAID EXPANSION TO CLOSE THE HEALTH INSURANCE GAP

WHEREAS, healthy citizens and access to affordable health care are key to the Harnett County economy; and

WHEREAS, closing the health insurance coverage gap would extend insurance to approximately 8,302 uninsured individuals in Harnett County and close the gap for more than 600,000 across the state; and

WHEREAS, closing the health insurance coverage gap would drive \$51,000,000 in new business and healthcare activity in Harnett County, generate \$1,455,900 in new county revenue, and create 344 new jobs; and

WHEREAS, closing the health insurance coverage gap would provide access to behavioral health care to address the opioid epidemic as reflected by 37 deaths and 134 emergency department visits related to opioid addiction in 2019, and offset the hospitalization costs of the \$555,826 that Harnett County spent on inmate health; and

WHEREAS, federal funding from taxes that North Carolinians have already paid will cover 90% of costs for states closing the health insurance coverage gap to citizens who need access to affordable health insurance; and

WHEREAS, In Medicaid expansion states, the uninsured rate for opioid-related hospitalizations plummeted by 79 percent, from 13.4 percent in 2013 (the year before expansion implementation) to 2.9 percent in 2015.

THEREFORE, BE IT RESOLVED IT:

The Town of Angier Board of Commissioners urges the North Carolina General Assembly to close the health insurance coverage gap in North Carolina with Medicaid Expansion.

This Resolution shall be effective on and after its passage and shall be shared with the members of Harnett County's General Assembly delegation.

Old Business

1. Participation in Lead for NC Fellows Program

Mr. Hicks explained that the Board authorized the filing of an application to host a Lead for NC Fellow starting in August of 2023. The application pool was very competitive with over 82 local governments applying to host. They were impressed with the Town's proposed work plan and the commitment to seeing the fellow succeed. The cost to participate in Lead for NC is \$53,000. This includes the fellow's payroll, health insurance, graduate credits, AmeriCorps costs, and employment taxes. The fellow will be a UNC Chapel Hill employee and Hans will serve as the supervisor for the position. Thanks to donations from State Employees' Credit Union, State Farm, Z. Smith Reynolds, and AmeriCorps, they are able to subsidize this experience for Angier. The Town's anticipated cost is \$13,000 and the Town will be invoiced on a quarterly basis by the UNC School of Government. The Town needs to let them know by March 10, 2023 if we plan to participate in the fellowship program. The three major projects we listed in the application were to help staff maintain compliance with ARP regulations, assist in preparing the necessary documents for the FY 22/23 Audit, and to assist the finance office in maximizing the new financial software package.

The Town would have to budget the \$13,000 in the FY 23/24 budget that will be adopted in June of 2023. The Town Manager requested authorization to participate in the Lead for NC Fellow program at an estimated cost of \$13,000 and to authorize him to execute any and all documents required by the UNC School of Government.

Board Action: The Town Board unanimously voted to authorize the Town Manager to participate in the Lead for NC Fellow program and to execute any and all documents with the UNC School of Government.

Motion: Commissioner Kazakavage

Vote: 4-0; unanimous

2. Selection of Site for New 500,000-Gallon Water Tank

Mr. Hicks explained that after extensive review of Town records and prior Board actions, he believes there are 3 options for the Board to consider for the location of the new water

tank and each option has specific pros and cons. This action item provides you with additional information on each option to help you better evaluate those options.

Option 1. Consider existing Dora Street Tank Location

1. Construction of the new tank on this site will require the demolition of the existing tank and the existing structures on the property. Mobilization and construction on the site require a large area to store the materials and to actually construct the tank. Most components of the tank are actually constructed and fabricated on the ground and then lifted into the air. Even with the existing tank and buildings being removed, it will be a strain to remain within the confines of the existing property.
2. The Dora Street site is approximately 20 feet below the elevation at the Bulldog site. The height of this tank would be 180 feet compared to 160 feet at the Bulldog site. The additional height requires additional steel, adds extra weight to the footings and foundation. The additional height also changes the wind load calculations. All of this would result in additional costs for the construction of the tank. Specific costs are not currently available without a detailed engineer's estimate.
3. The last estimate for the demolition of the existing tank was around \$30,000 and was based on some salvage value of the existing tank to the contractor, either as scrap metal or the relocation of the tank to another location. The cost for the demolition of the existing buildings is unknown at this time.
4. Water and sewer connections for some of the adjoining properties are on the tank site. These connections would have to be redone to remove them from the property. The cost for this relocation is unknown at this time.
5. Once the Dora Street tank is taken offline, the Town would have to continue the use of the Junny Road Standpipe to maintain pressure in the system. To maintain water quality and an adequate chlorine residual in the system, the Town would have to continue draining and flushing of this tank. This is currently costing the Town approximately \$15,000/month. For a 2-year construction period, this would equate to around \$360,000 of cost.
6. If the Dora Street tank is offline, there will be times during peak flow demand periods where the water pressure in Town would drop by 4-6 pounds. This would probably further complicate some of the pressure issues in the Bellewood Subdivision.
7. If the Dora Street tank is demolished, the telemetry equipment used by the County to maintain tank levels would have to be moved to the Junny Road standpipe. The cost for this relocation is not known at this time.
8. The Dora Street tank site is currently zoned R-10 Residential. To construct a new tank on this site would require a Special Use Permit and a Public Hearing, which would further delay the project.
9. The existing tank on Dora Street is connected to an existing 8" waterline. It would be preferable to have the tank connected to a 12" waterline at a minimum. As part of the Core Water System Project, this existing 8" waterline is projected to be replaced. If this site is used, the 8" replacement should be upgraded to a 12" replacement. The costs for this upgrade would be the difference in the cost of materials between an 8" pipe and appurtenances and a 12" line. That cost is unknown at this time.
10. The Town currently owns the property and would not have to purchase property.
11. According to our Engineer, the Town's largest tank would ideally be centralized within the Town's water system.

12. The new tank would be larger and taller than the existing tank and would encompass a larger footprint on the property.
13. A taller tank might solicit more interest in co-locations of cellular equipment.

Option 2. Find a new site in the southern area of Town

1. Due to the topography of the land in this area of town, the tank would more than likely be over 200 feet in height, which would result in significantly higher construction costs.
2. Being able to find a suitable piece of land could be problematic and the anticipated cost for an acre+ parcel of land is unknown.
3. Depending on the zoning of the particular parcel, a Special Use Permit may be required.
4. An initial engineering analysis of that area would be necessary to locate potential sites that would require the least amount of system improvements to make the tank work properly.
5. Finding a new site and completing the necessary due diligence investigations would be time consuming and would further delay the project and could potentially impact the funding sources.

Option 3. Consider the Bulldog property for the tank location

1. The property is currently zoned CP (Commercial Park) and utility facilities are listed as a permitted use. No zoning changes or public hearings would be required. The Board may still desire additional public comment on the proposed location.
2. Due to potential neighborhood concerns, the Town should consider extensive landscape buffers and plantings, which would be an additional cost.
3. To make the tank more effective, the Town should also extend the existing 12" waterline from the Junny Road standpipe or extend the existing 12" waterline on Kennebec Road to the new site. The cost of this extension is currently not known.
4. The tank on this site would be approximately 160 feet in height due to being at one of the highest points in Town. This would result in lower construction costs.
5. The location of this site would also place the tank in the central part of the Town's water system.
6. The Dora Street tank would remain in service and the Junny Road standpipe could be connected directly to Bulldog's fire suppression system at a cost of \$78,000 and the cost of constantly draining the standpipe could be eliminated at a cost of \$15,000/month after the new connection is made.

Funds for the project have already been appropriated and the project is ready to move forward. Additional funds may be necessary once bids are taken and the final project costs are determined. Staff continues to seek additional outside funding to offset potential additional costs.

The Board inquired as to why a public hearing is not necessary for this property; to which Mr. Hicks responded that a public hearing is not required as a water tank is a permitted use under the current zoning of Commerce Park; however, the Board may still desire additional public comment on the proposed location.

The Board questioned why the original location was changed to which Mayor Smith responded that originally, the plan was to demolish the Junny Road tank and construct the new tank on the existing site, but once testing was performed, it was determined there wouldn't be enough water for *Bulldog Hose Co.*'s fire suppression. Mr. Hicks added that the existing Junny Road site is currently zoned R-10 which is a non-conforming use on a residential piece of property; if the Town were to rebuild on that site a public hearing would be required.

The Board inquired if FAA clearance was obtained to which Mr. Hicks replied that being Angier Airport is a private airport FAA approval is not required. The Board questioned if Bellewood Subdivision is still experiencing water pressure issues to which Mr. Hicks stated that issue will be resolved once both tanks are constructed and they're on the same elevation pressure system.

The Board questioned if any of our Congressional representatives have been approached to help with funding this project. Mr. Hicks responded that representatives have been contacted for several projects within the Town; however, it is not certain as to which one they will choose. It is understood the Town will receive notification by June.

Mayor Pro-tem Hawley requested this item be tabled until more information is gathered and neighboring communities have a chance to speak at a public forum.

Board Action: The Town Board voted to table this item.

Motion: Mayor Pro-tem Hawley

Vote: motion failed due to lack of votes

Commissioner Coats voiced the biggest problem Angier faces is water and sewer infrastructure and the \$15,000 monthly charge to keep the Junny Road tank online. The Town needs to keep up with the growth and move forward with the construction of the new tank. Commissioner Kazakavage shared concern as new subdivisions come online and the tank isn't complete there will be additional water issues.

Board Action: The Town Board voted to demolish the Dora Street tank and construct the new tank at the existing site.

Motion: Mayor Pro-tem Hawley

The Board had discussion on how constructing the new tank on the existing Dora Street site would not be feasible to the Town. Constructing the new tank at that location would be an additional 20 feet in height, the wind load calculations would be different and would require additional steel and possibly deeper footings, along with engineering modifications.

Commissioner Price questioned if this item could be discussed at the workshop to give the public another opportunity to speak. In response, Commissioner Coats voiced that the public was supposed to attend tonight's meeting to speak and are not in attendance.

It was the consensus of the Board to allow those who are in attendance to speak; although Mayor Pro-tem Hawley discussed that she was in opposition as she and her family have been targeted on Facebook ever since discussion of the water tank came about and will not subject her family to that any longer; however, conceded for residents to speak.

Board Action: Mayor Pro-tem Hawley withdrew her motion.

Mindy Strohmeier, 228 Blair Drive, voiced the sooner the new water tank is constructed the better; as she owns a hair salon in town that has very low water pressure where she struggles to rinse color out of hair. She added that the salon next to her has the same issue.

Pamela Powell Yanez, 49 N. Street, explained that it takes hours for the Dora Street water tank to be flushed where she is then left with a wet yard. She agrees something should be done with this existing tank, however not construct a larger one.

Randy & Cindy Smith, 10604 N. Raleigh Street, spoke that they live right next to the Dora Street water tank and believes the Junny Road location would be the best location for the new tank to be constructed. Not only would it be less expensive to construct the new tank at the *Bulldog Hose Co.* location, it is a permitted use at that location and would be more appropriate on an industrial site than a residential area.

Mayor Pro-tem Hawley stated the Whetstone Subdivision would be more satisfied if the tank was pushed back more towards the tree line and not so close to the road. Even though it was asked to move the tank further back, there was some pushback stating the Town originally wanted it where it is going; that should have been done prior to being deeded to the Town.

Commissioner Price stated that Mr. Brian Hawley had a conversation with *Bulldog Hose Co.* where they shared they would be willing to move the tank location. Afterwards, Mr. Cook and Mr. Hicks had a meeting with *Bulldog Hose Co.*; however, they didn't have the same result. He questioned as to what had happened between Mr. Hawley's conversation and their conversation that changed. Mr. Hicks responded that the owner had time to think about it over night and decided that was not a good idea.

Brian Hawley, 49 Kerrylane Drive, voiced that citizens anticipated a project at *Bulldog Hose Co.* when surveying was being conducted and cones were being placed on the property. No notice was given to the public that this was going to be where the new water tank was going to be constructed. Procedures should have been followed and it seemed to be more about expedience versus the right thing. The Comprehensive Land Use Plan was adopted in 2017, which at that time it was established that the Junny Road and Dora Street tanks would be dismantled for new tanks to be constructed in those existing areas. Once the Junny Road tank came offline after the new one was built, it was seen as a water pressure issue again. Mr. Hawley referred to General Statute 160D on the comprehensive plan, where it was interpreted there should be a procedure to announce changes to that plan. It is very clear there should have been two separate announcements given. He doesn't know why the Town didn't notify citizens on something that's going to impact property values. Mr. Hawley shared that when he spoke to the gentleman at *Bulldog Hose Co.* he

indicated that there was no anticipation of expansion to the company as it would not be feasible. Given the situation, at the time, the Town should have sought relief within the tree line. There are other properties the Town could have tried to gain access to. Mr. Hawley urged the Board to follow procedures set in the General Statute in the future.

Bob Jusnes, 574 N. Broad Street E., voiced that in looking over Mr. Hicks report he noticed that if the Dora Street tank was taken offline, water pressure could drop 4-6 pounds across Town for the duration of construction. That would be over a year of even less pressure than what we currently have right now. He doesn't believe the Town is catering to *Bulldog Hose Co.* when the initial problem was found when the Junny Road tank was taken offline. They didn't have enough pressure and in turn they bought a pump system which was their problem. However, what they found was a lack of volume to feed the pumps which is the Town's problem. The only downside he sees for the *Bulldog Hose Co.* location is that the people at Whetstone would have to look at it when they come out of their neighborhood. If the Board is going to consider what the people of Whetstone want to see when they come out of their neighborhood, shouldn't it also be considered what the people of Dora and Broad Street want who are in residential areas versus an area that's already zoned Commerce Park.

Mike Hill, 48 S. Park Street, asked if there was anything that can be done about changing the four-legged water tank to the pedestal tank and decorate it possibly with a small park and sidewalks. He stated no matter where a four-legged tank goes, it will not be pleasing to look at. He asked the Board if there was a way they can make the budget work and come to an agreement with the surrounding communities for the difference of the two tanks of \$500,000.

Mayor Pro-tem Hawley agreed with Mr. Hill that a water tank is definitely needed and doesn't see a problem with it; however, the four-legged tank style is pretty hideous.

Mayor Smith stated that it was decided at the last meeting to save \$500,000 to go with the four-legged water tank. If a donor could make up the difference the pedestal tank would definitely be preferable.

Commissioner Coats expressed he was hearing very mixed signals in what has changed in the last 15 minutes. We went from "I'm totally opposed to a water tower being there" to now I'm hearing "build a mushroom type that costs \$500,000 more".

Dolores Price, 129 N. Broad St. W., agreed with Mr. Hill that there's an opportunity to find some middle ground. She understands that homeowners have concerns for their home property values because when they purchased their homes they didn't have a water tower there. She requested the Board to take another vote to get the pedestal tank style and put a dog park in that area and demolish the old Junny Road tank.

Mr. Hicks reminded the Board that there is money earmarked for the tank project and for the core water system replacement and won't know the actual cost until the plans are completed and bids are taken. If costs are higher than what you've got available there are a couple of options 1) scrap the projects and do smaller projects; 2) you would use your

water and sewer revenues to cover the additional cost whether it be a loan or fund balance. If the Board moves forward with both projects the Town will have to cover the difference and based on current estimates, both projects will be short.

Board Action: The Town Board voted to construct the pedesphere style tank as an alternative to the column (four-legged) style tank to make it more aesthetically pleasing; the price upgrade to the pedesphere style tank would be an additional \$500,000 and will be located at the *Bulldog Hose Co.* site.

Motion: Mayor Pro-tem Hawley

Opposed: Commissioner Kazakavage; Commissioner Coats

Abstained: Commissioner Price

Break Tie: Mayor Smith voted in favor of the motion

Vote: 3-2; motion carried

Mayor Pro-tem Hawley stated the Town has requested \$2M from the state. Mr. Hicks indicated the states emphasis again this year will be on water and sewer infrastructure. The money is not guaranteed; however, the Town should receive some funding.

3. Site Plan for Alleyway Parking Lot along E. Lillington Street (behind stores)

Mr. Cook reviewed the site plan of the proposed alley parking lot along E. Lillington Street located behind *Napper Tandy's*. Engineer estimates have been received for the project. There are approximately 10 existing parking stalls and are able to get a total of 17. The entrance off of Lillington Street will be a one-way with the right-hand side having a dumpster pad with three dumpsters. A sidewalk extension is proposed from *Thanks a Latte* to S. Dunn Street and also along the back entrances to the businesses that will tie into the brick paver alleyway that was installed about a year ago. Business owners will be able to back up to their property for access.

Mr. Cook recommended having a meeting with property owners to show them plans and explain possible conflicts with water and sewer. In some instances, right now, some businesses have water meters that go diagonally across properties and are actually on someone else's property. With the Board's approval, Mr. Cook would like to clean that up so the businesses have their respective meters on their own properties. This project will not only benefit the Town for additional parking but also the commercial properties to be able to access their property. Part of the cost share is that the Town would not charge to relocate property owner water taps but it would be their responsibility to connect their existing line to the newly relocated meter. In terms of project funding, money has already been allocated in the Planning Department. The Board has the option to combine all funds from small projects to be able to start this project, or if the Board chooses to keep the existing funds we would need to come back with a budget amendment. Mr. Cook proposed having to camera sewer lines to make sure they are on the correct property as well. If the Board wants to proceed, the Town can then solicit bids to start the project.

The Board inquired on how much of a cost would be incurred to the property owners; to which Mr. Cook responded that it could be approximately \$400-500 may be less. It was

the consensus of the Board to authorize Mr. Cook to proceed with contacting property owners to discuss utility relocation and cost sharing.

Board Action: The Town Board unanimously voted to proceed with soliciting bids for proposed parking lots on E. Lillington Street and West Church Street.

Motion: Commissioner Price

Vote: 4-0; unanimous

4. Site Plan for W. Church Street Parking Lot

Mr. Cook explained there are no funds allocated to this particular project; however, there might be better bids if both parking lot projects are solicited together.

Mr. Cook reviewed additional sidewalks proposed to the West Church Street Parking lot site plan. Power will be installed for future events and the existing trees will be removed and replaced with crepe myrtles. This proposed site plan creates 40 additional parking stalls.

A motion was made in the aforementioned paragraph of business item #3 to proceed with soliciting bids for this project.

5. Advisory Board Introduction Interviews & Appointments

Town Clerk Veronica Hardaway explained that there is currently one vacancy on both the ABC Board and Community Development Committee. It was pointed out that the applicants for the ABC Board have previously been interviewed; those applicants being Mike Hill, Joe Langley, and Tom Taylor. New applicant Luke Barnett has applied for the Community Development Committee and has yet to be interviewed by the Board.

Board Action: The Town Board unanimously voted to appoint Mike Hill to the Angier ABC Board.

Motion: Commissioner Price

Vote: 4-0; unanimous

Commissioner Price announced that he has officially resigned from the ABC Board effective May 1st. It was the consensus of the Board to advertise for additional candidates and fill this position at a later date.

The Board questioned Mike Hill if past issues with the ABC Board would affect his decision making in any way. Mr. Hill responded it will not affect his decision making and, in his opinion, things that he brought to light was for the good of the ABC Board and helped get them to where they are today. He is very pleased with the way the Board is operating today.

Candidate Luke Barnett had a five-minute question and answer session during an open session with the Town Board.

Board Action: The Town Board unanimously voted to appoint Luke Barnett to the Angier Community Development Committee.

Motion: Commissioner Price

Vote: 4-0; unanimous

6. Board of Commissioners Action Items on the Monarch Butterfly Declining Population & Project

Mayor Smith explained that the Board was contacted by Pine Springs Preparatory Academy requesting a Proclamation regarding the declining population of the Monarch species. It is understood that given the status of climate change there are fewer in population. This Proclamation is urging people to take action to try and retain population of the monarch butterfly.

Board Action: The Town Board unanimously voted to approve a Proclamation declaring April 1st as the "Mayors' Monarch Pledge Day".

Motion: Commissioner Coats

Vote: 4-0; unanimous

Dolores Price stated the Mayor's Monarch Pledge is dovetailing into a project that the Angier Rotary Club has started along with Jimmy Cook's help. This project is to create butterfly habitats along the greenway benches between Town Hall and the Fire Station and will be breaking ground on April 1st. The Rotary Club International provided half of the grant money for the project and the Angier Rotary Club has raised the other half. The Preparatory Academy letters happen to coincide at the same time as we were going to be breaking ground and are inviting Ms. Thompson's classroom to join us on April 1st.

7. Town of Angier Facility Rental Policy Amendment

Mr. Hicks stated that some proposed changes were presented to the Board at their work session meeting and the Board agreed that it be placed on the agenda for an official vote at this meeting. Since then, staff recognized the need to rent the picnic shelters at Jack Marley Park as there has been significant interest in renting them over the years with a small rental fee attached. It was also proposed to make a nominal increase to the baseball field rentals.

Board Action: The Town Board unanimously voted to approve the Town of Angier Facility Rental Policy Amendment.

Motion: Commissioner Coats

Vote: 4-0; unanimous

Manager's Report

- Department Reports (Informational Items included in Agenda packets)

Randy Cahoon-Tingle reported that total fees collected in the Planning Department is 83.96% of projected revenue. The Board requested to include a breakdown of Code Enforcement activities in his monthly report. Commissioner Price indicated that Warren Gregory was wanting to request a public records request to which Mr. Cahoon-Tingle directed Mr. Gregory to the Town Clerk to follow the process for the information he is wishing.

Captain David Adams responded to Commissioner Price's inquiry regarding street light outages. The Police Department does in fact communicate any outages with Duke and the anticipated time frame is within 15 days. Mr. Hicks shared officers take note of all street lights and reports any issues. Commissioner Coats asked how many citations were written out of the listed 128 stops to which Captain Adams stated he will get with the Chief to provide that number. On behalf of Chief Thompson, Captain Adams thanked the ABC Board for their allocation of funds.

Public Works Director Jimmy Cook announced there will be a public information meeting regarding the Junny Road Sidewalk Project on March 15th from 6pm-8pm in the Board Room. It is proposed to construct a sidewalk curb and gutter along the east side of Junny Road and N. Broad Street from Glen Meadows Drive to E. Julia Street; the east side of N. Willow Street from Junny Road to E. Julia Street; and the south side of W. Lillington Street from NC 210 to S. Park Street in Harnett County. Radius/crosswalk provisions will also be provided.

Mr. Cook also stated his department will be spreading mulch around the Town Hall intersection and will also be trimming bushes down at the Depot. The trees at the Depot will be pruned back for rejuvenation, they may look a little different but will green back up quickly. Commissioner Price shared there was a contractor blocking off Cross Street without Town's approval or notifying residents. Mr. Cook responded the contractor was notified streets cannot close without Town permission. Commissioner Price asked why the water fountain in front of Town Hall is not functioning to which Mr. Cook explained the fountain is winterized during the colder weather months. Mr. Cook notified the Board that he has been in communication with NCDOT regarding the timing of the crosswalk pedestrian traffic signal.

Mr. Hicks has received contact from Congressman Wiley Nickel's office that there is opportunity for the Town to request special funding on community projects. He is able to fund 15 projects in his district so he has asked that each Town or County submit interest in funding for a special project by Friday, March 17th. Part of the conditions is that it has to be a project that fits within an existing government program. Two projects that fit our needs is through the USDA Rural Development for water and wastewater disposal grants which could be used for waterplants, wastewater line rehabilitation, or anything to do with water and sewer. The second program is their Community Facilities Direct Loan and Grant Program. Under public facilities they will help fund Town Halls, under community services they will help fund community centers, and under public safety services they help fund police stations, police vehicles, and public works vehicles or equipment. The Town could apply for more than one project; however, the likelihood the Town will only receive one. A formal application will need to be submitted with USDA and will be a combination

loan and grant based on what is given from the Congressman's office. Mr. Hicks requested the Board's direction in order to apply.

It was the consensus of the Board to request funding for the following: water/wastewater, Town Hall, and a Community Center.

Mayor & Town Board Reports

Commissioner Price had discussion with Senator Burgin regarding grants for the Police Department and all that is needed is a letter addressed to him from the Chief and Town Manager.

Commissioner Kazakavage requested the new ABC Board member, Mike Hill, be sworn in tonight to which the Town Clerk conducted that duty.

Board Action: The Town Board unanimously voted to go into Closed Session pursuant to NCGS 143-318.11 (a)(4) to discuss possible land acquisition at approximately 9:34pm.

Motion: Mayor Pro-tem Hawley

Vote: 4-0; unanimous

Adjournment: Being no further business, the Town Board voted unanimously to adjourn the meeting at 11pm.

Motion: Mayor Pro-tem Hawley

Vote: 4-0; unanimous

Robert K. Smith, Mayor

Attest:

Veronica Hardaway, Town Clerk

PUBLIC HEARING



Board of Commissioners Agenda Report

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

MEETING DATE: April 4, 2023
PREPARED BY: Randall K Cahoon-Tingle, Planning Director
ISSUE: Mobile Food Vendors
CONSIDERED:
DEPARTMENT: Planning & Inspections

SUMMARY OF ISSUE: A new article of Chapter 9 - LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS is proposed. Article IV – MOBILE FOOD VENDORS will regulate parties allowed to permanently vend food items at fixed locations within the town. This article sets up standards for food trucks, hot dog carts, and other mobile food vending within town limits.

FINANCIAL IMPACT: Each permit is proposed to cost \$100 per 180 days (6 months). Revenue is not expected to be huge, but the primary purpose of the regulation is to gain control over how, where and when this activity is allowed.

RECOMMENDATION: Recommend approval. A new Article was chosen as the location for this ordinance, rather than amending existing text in the prior article which addresses itinerant merchants, peddlers, etc., because the penalty for violations is specific and encompasses considerations not applicable to mobile food vending. Also, itinerant merchants, peddlers, etc., are required to post a \$5,000 bond prior to conducting business in town. This article requires proof of liability insurance and written permission from the property owner as conditions of conducting business.

REQUESTED MOTION: Motion to approve the addition of Chapter 9, Article IV – Mobile Food Vendors to the Code of Ordinances for the Town of Angier

REVIEWED BY TOWN MANAGER:

Attachments: Proposed Text Amendment

ARTICLE IV. - MOBILE FOOD VENDORS

Sec. 9-76. – Permit Required.

All mobile food vendors (food trucks, hot dog stands, ice cream stands, etc.) shall comply with the regulations of this section except for vendors associated with Town-sponsored events. This section is not applicable to wayside stands for sale of produce and seasonal products.

Mobile food vendors operating at fixed locations on private property shall obtain a Land Use Permit stipulating an expiration date of the permit not to exceed 180 days (six months). A copy of this Land Use permit shall be posted conspicuously at or near the window or windows where customers order or pick up food being vended.

Documents required to be submitted to the Planning Department at the time a permit is applied for shall include the following:

1. A copy of any written agreement between the mobile food vendor and the owner of the private property where mobile vending will take place.
2. A copy of the most recent inspection from the Environmental Health Department that licensed the mobile food vendor (food truck).
3. A copy of the State issued photo identification of the applicant, which shall be placed on file in the office of the Planning Director. The name, along with a copy of the State issued photo identification of any alternate mobile food vending personnel shall be provided if other persons will be allowed at any date/time by the applicant to vend from the permitted food truck.
4. Proof of Liability Insurance for the food vendor in the amount of no less than \$300,000. Insurance must be currently in effect and must be maintained so that lapses do not occur during the permitted period of food vending.

Sec. 9-77. – Siting Requirements for Mobile Food Vendors.

1. A maximum of two (2) mobile food vendors shall be located on private property on a Lot or Parcel zoned for commercial use only; residential property is ineligible to be used for mobile food vending.
2. If the permit is issued to the owner of the parcel or to the business operating on the premises rather than directly issued to the mobile food vendor, it shall be the responsibility of the permittee to ensure that no more than two mobile food vendors are operating simultaneously on their private property.
3. Mobile food vendors shall be located a minimum of one hundred (100) feet from the main entrance to any eating establishment or similar food service business, and one hundred (100) feet from any outdoor dining area operated as part of an eating establishment, as measured from the designated location on the Lot or Parcel accommodating the food truck, trailer or cart.
4. Mobile food vendors, food trucks, trailers and carts shall be located a minimum distance of fifteen (15) feet from any fire hydrant.
5. Mobile food vendors, food trucks, trailers and carts shall not be located within any area of the Lot or Parcel that impedes, endangers, or interferes with pedestrian or vehicular traffic.
6. Mobile food vendors, food trucks, trailers and carts shall not occupy any parking spaces required to fulfill the minimum requirements of the principal use, unless the Principal Use's hours of operation do not coincide with those of the food truck business. Nor shall any mobile food vendor occupy parking spaces that may be leased to another business and used to fulfill its minimum parking requirements.
7. Food trucks, trailers and carts shall not occupy any handicap accessible parking space as specified in NCGS§ 20-37.6.
8. All equipment required for the operation shall be contained within, attached to or within twenty (20) feet of the food truck, trailer or cart.

Sec. 9-78. – Hours of Operation.

1. Hours of operation of food trucks, trailers and carts shall be limited to the hours between 6:00 a.m. and 9:00 p.m. in all commercial zoning districts unless the property owner has obtained a Special Use Permit from the Town of Angier allowing for extended hours of operation.
2. When open for business, the food truck, trailer or cart operator, or his or her designee, shall be present at all times, except in cases of an emergency. If the food truck, trailer or cart operator's name does not match the name on the zoning permit displayed conspicuously at the window or windows where customers order or pick up food being vended, the name of the operator shall be displayed alongside the permit. Failure to prominently post the name of the vendor in this manner shall be viewed as a deliberate violation of the issued permit.

Sec. 9-79. – Signage Allowed Related to Mobile Food Vendor.

One freestanding sandwich board sign shall be permitted as part of the food truck, trailer or cart vending operation. No audio amplification shall be permitted as part of the food truck, trailer or cart vending operation.

Sec. 9-80. – Waste Disposal.

The food truck, trailer or cart vendor is responsible for the proper disposal of waste and trash associated with the operation. Town trash receptacles are not to be used for this purpose. Vendors shall remove all waste and trash from their approved location at the end of each day or as needed to maintain the health and safety of the public. The vendor shall keep all areas of the permitted lot free and clean of grease, trash, paper, cups, cans or other materials associated with the vending operation. No liquid waste or grease is to be disposed in tree pits, storm drains or onto the sidewalks, streets, or other public space. Under no circumstances shall grease be released or disposed of in the Town's sanitary sewer system.

Sec. 9-81. – Required Permits for operation of a Mobile Food Vendor.

1. A Town of Angier Land Use Permit shall be obtained by the property owner (as listed in the Harnett or Wake County, North Carolina property tax records) for any Lot or Parcel zoned for commercial use proposed to accommodate a mobile food vending operation as a primary use. If at any time evidence is found that the permitted Lot or Parcel is being used other than in compliance with these regulations, the Land Use Permit shall be rendered null and void, and the owner shall be cited for such violation as hereinafter set forth.
2. A Town-issued mobile food vendor Land Use Permit shall be obtained every 180 days (six months) by the vendor or by the legal owner of the property. Prior to the issuance of the permit, the vendor shall provide to the Planning Department evidence of having obtained a food vending permit from the County Environmental Health Department where the mobile food vendor is licensed (unless the product being vended is not subject to Environmental Health Department inspection), a North Carolina Sales and Use Certificate for collecting and paying the proper sales taxes (if applicable), and a means for the disposal of grease within an approved grease disposal facility.
3. All food preparation, storage, and sales-distribution shall comply with all applicable County, State and Federal Health Department sanitary regulations.
4. If at any time evidence of the improper disposal of liquid waste or grease is discovered, the mobile food vendor Land Use Permit shall be rendered null and void, and the business shall be required to cease operation immediately. The vendor shall be cited for the violation as hereinafter set forth.
5. Copies of the Land Use Permit and food vending permits from other regulatory agencies shall be kept in the food truck, trailer or cart at all times. The sanitation grade of the Mobile Food Vendor shall be clearly visible for patrons at all times.

6. If at any time, the vendor's County Environmental Health Department revokes or suspends the issued food vending permit, or if the Harnett or Wake County Environmental Health Department sanitation inspector finds violations of food services regulations, the Town Land Use Permit for mobile food vending operation shall be revoked or suspended simultaneously.

Sec. 9-82. – Enforcement.

1. This section shall be enforced by law as provided in G.S. § 160A-175 or as provided in this code. All criminal sanctions shall be up to the dollar limit provided in G.S. § 14-4(a), as currently enacted or as hereafter amended, or any similar limitations.
2. The civil penalty for violating this section shall be as follows: 1) Fifty dollar (\$50.00) fine for all violations of parking regulations contained herein, 2) One hundred dollar (\$100) fine for the first offence for all non-parking violations contained herein, 3) Three hundred dollar (\$300) for the second offense for all non-parking violations contained herein. The mobile food vendor permit shall be revoked after the third offense.

NEW BUSINESS



Board of Commissioners Agenda Report

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

MEETING DATE: April 4, 2023
PREPARED BY: Richard N. Hicks, Interim Town Manager
ISSUE Request for Release of Bond
CONSIDERED:
DEPARTMENT: Administration

SUMMARY OF ISSUE: When Carolina Trash Pickup, Inc. was awarded the Solid Waste Contract, the executed agreement required a 10% performance bond. The additional security was to be used to remediate any such additional cost and burden to the Town due to no performance under the contract. This clause was probably added due to the firm being new and the fact that it was their first contract with the Town of Angier. The Bond is currently at \$35,000. The owner of the company, Howard Babbitt has requested an amendment to the contract to remove that provision. He feels that the level of service that has been provided over the pasts 2 years, has shown their commitment to the contract.

FINANCIAL IMPACT: The cost of the bond is paid by the vendor, so there would be no cost to the Town.

RECOMMENDATION: Amend the agreement to remove Section VIII of the Agreement

REQUESTED MOTION: I do hereby make a motion to amend the contract between the Town of Angier and Carolina Trash Pickup, Inc. (DBA Carolina Trash & Septic) by removing Section VIII (Security for Faithful Performance) of the agreement.

REVIEWED BY TOWN MANAGER:

Attachments:

1 Letter

Carolina Trash Pickup, Inc.

March 23, 2023

Town of Angier
Attn: Richard Hicks-Interim Town Manager
55 N Broad Street West
Angier, NC 27501

Dear Mr Hicks.

As we discussed the other day, I am respectfully requesting that: The Town of Angier and its Commissioners allow Carolina Trash Pickup, Inc to remove the provision in our current waste contract requiring that we maintain a "Performance Bond".

We have provided service to the town for almost 2 years without issue or any need to continue a requirement of such "Performance Bond".

If you have any questions, please feel free to contact the office (919)-980-1448.

Sincerely Yours,

Howard Babbitt

Howard Babbitt
Carolina Trash Pickup, Inc



Board of Commissioners Agenda Report

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

MEETING DATE: April 4, 2023
PREPARED BY: Hans Kalwitz
ISSUE: Budget Amendment #7
CONSIDERED:
DEPARTMENT: Finance

SUMMARY OF ISSUE:

This budget amendment pertains to the General Fund, Water & Sewer Fund, NC DEQ Water Line Project (Option 8) Fund, Pump Station & Force Main Fund, and Asset Forfeiture Fund.

Major attributable factors to changes within the General Fund pertains to the receipt of a grant to the Police Department (\$2,981), the accruing forward of FY 2022 ABC Alcohol Education Program revenue (\$5,406) along with recognizing additional revenue received this fiscal year (\$3,226), recognizing nuisance abatement revenue received (\$700), and partial use of ABC Library distribution (\$23,939) to correct overages solely within the Library Department. Additionally, revenue received beyond anticipation has been recognized to address the recent pay classification implementation for both the General Fund and Water/Sewer Fund. Other inter-departmental and intra-departmental adjustments have been made stemming from the creation of the Governing Body Department and Finance Department as well impacting a bit of the Water/Sewer Fund. There have been transitional expenses that were unrealized during the FY 2023 Budget Process. Many of the remaining amendments to expenditure lines are for "house cleaning" purpose and, as intentions have been, to have an accurate budget to be used during our FY 2024 Budget Process.

So too, regarding the NC DEQ Water Line Project (Option 8) Fund, and Pump Station & Force Main Fund, intra-departmental budget amendments are intended to keep expenditure lines in order.

Lastly, to follow through with Board Adopted Budget Amendment #1, the Asset Forfeiture Fund will recognize the remaining intended transfer from the General Fund (\$34,799).

FINANCIAL IMPACT:

This budget amendment will acknowledge fund level increases regarding the General Fund, Water & Sewer Fund, and Asset Forfeiture Fund amounting to \$233,833; \$22,048; and \$34,799 respectively.

RECOMMENDATION: N/A

REQUESTED MOTION:

Motion to adopt Budget Amendment #7.

REVIEWED BY TOWN MANAGER:

This has been reviewed by the Interim Town Manager.

Attachments: Budget Amendment #7



Town of Angier

Board Approved Budget Amendment # 7

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) | | | | | |
|---|--------------|-----------|---|---------|-----------|
| | | | | | Amended |
| General Fund Revenue | Line Item | Budget | | Change | Budget |
| ABC REVENUE | 10-3010-3025 | 115,565 | ↑ | 157,414 | 272,979 |
| INTEREST ON INVESTMENTS | 10-3010-3050 | 3,000 | ↑ | 40,167 | 43,167 |
| POLICE GRANT | 10-3010-5120 | 29,491 | ↑ | 2,981 | 32,472 |
| ABC ALCOHOL EDUCATION PROG | 10-3010-5160 | 5,406 | ↑ | 8,632 | 14,038 |
| NUISANCE ABATEMENT | 10-3010-5430 | - | ↑ | 700 | 700 |
| ABC REVENUE - LIBRARY | 10-3010-6305 | - | ↑ | 23,939 | 23,939 |
| Total Revenue Budget | | 6,805,072 | | 233,833 | 7,038,905 |
| | | | | | |
| | | | | | Amended |
| Governing Body Dept | Line Item | Budget | | Change | Budget |
| EMPLOYEE APPRECIATION | 10-4100-2400 | 300 | ↑ | 1,800 | 2,100 |
| Total Budget Expenditures for Dept 4100 | | 72,762 | | 1,800 | 74,562 |
| | | | | | |
| | | | | | Amended |
| Administration Dept | Line Item | Budget | | Change | Budget |
| SALARIES-FULL-TIME | 10-4200-1050 | 412,801 | ↑ | 72,500 | 485,301 |
| FICA | 10-4200-2000 | 18,957 | ↑ | 18,000 | 36,957 |
| RETIREMENT CONTRIBUTION | 10-4200-2050 | 29,984 | ↑ | 6,000 | 35,984 |
| UNEMPLOYMENT BENEFITS | 10-4200-2200 | - | ↑ | 3,501 | 3,501 |
| TRAVEL & MEALS | 10-4200-3000 | 4,500 | ↑ | 3,060 | 7,560 |
| OFFICE SUPPLIES | 10-4200-3150 | 500 | ↑ | 200 | 700 |
| PROFESSIONAL SERVICES | 10-4200-4450 | 36,100 | ↑ | 3,764 | 39,864 |
| CONTRACT SERVICES | 10-4200-4500 | 12,500 | ↑ | 6,227 | 18,727 |
| PROPERTY LIABILITY INSURANCE | 10-4200-4550 | 82,348 | ↑ | 2,076 | 84,424 |
| WORKER'S COMPENSATION | 10-4200-4600 | 41,000 | ↑ | 2,207 | 43,207 |
| Total Budget Expenditures for Dept 4200 | | 752,666 | | 117,535 | 870,201 |



Town of Angier

Board Approved Budget Amendment # 7

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:

| Finance Dept | Line Item | Budget | Change | Amended Budget |
|--|--------------|------------------|---------------|------------------|
| SALARIES - FULL TIME | 10-4600-1050 | 110,402 | ↑ 1,000 | 111,402 |
| FICA | 10-4600-2000 | 5,202 | ↑ 3,000 | 8,202 |
| RETIREMENT CONTRIBUTION | 10-4600-2050 | 7,717 | ↑ 6,100 | 13,817 |
| SUPPLEMENTAL RETIREMENT | 10-4600-2100 | 3,400 | ↑ 2,500 | 5,900 |
| BANK FEES | 10-4600-4015 | 2,400 | ↑ 685 | 3,085 |
| CREDIT CARD FEES | 10-4600-4025 | 24,500 | ↑ 30,854 | 55,354 |
| UTILITIES - GAS | 10-4600-4150 | 700 | ↑ 1,847 | 2,547 |
| CONTRACT SERVICES | 10-4600-4500 | 38,928 | ↑ 18,225 | 57,153 |
| Total Budget Expenditures for Dept 4600 | | 341,711 | 64,211 | 405,922 |
| | | | | |
| Police Dept | Line Item | Budget | Change | Amended Budget |
| SALARIES-FULL TIME | 10-5100-1050 | 1,076,672 | ↓ (70,498) | 1,006,174 |
| SALARIES-PART-TIME | 10-5100-1100 | 15,000 | ↑ 33,315 | 48,315 |
| FICA | 10-5100-2000 | 87,124 | ↓ (5,000) | 82,124 |
| RETIREMENT | 10-5100-2050 | 145,372 | ↓ (3,060) | 142,312 |
| RETIRES INSURANCE | 10-5100-2150 | 3,590 | ↑ 449 | 4,039 |
| EMPLOYEE APPRECIATION | 10-5100-2400 | 500 | ↑ 393 | 893 |
| BUILDING MAINTENANCE | 10-5100-3250 | 1,000 | ↑ 2,460 | 3,460 |
| UNIFORMS | 10-5100-4000 | 17,500 | ↑ 2,981 | 20,481 |
| FUEL | 10-5100-4200 | 30,000 | ↑ 22,298 | 52,298 |
| DUES & SUBSCRIPTIONS | 10-5100-4350 | 500 | ↑ 206 | 706 |
| CONTRACT SERVICES | 10-5100-4500 | 61,665 | ↑ 7,824 | 69,489 |
| ABC ALCOHOL EDUCATION PROC | 10-5100-5060 | 5,406 | ↑ 8,632 | 14,038 |
| Total Budget Expenditures for Dept 5100 | | 1,919,070 | - | 1,919,070 |



Town of Angier

Board Approved Budget Amendment # 7

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:

| Planning & Inspections Dept | Line Item | Budget | Change | Amended Budget |
|--|--------------|----------------|---------------|----------------|
| BUILDING MAINTENANCE | 10-5400-3250 | 500 | ↑ 3,875 | 4,375 |
| UTILITIES | 10-5400-4100 | - | ↑ 3,285 | 3,285 |
| FUEL | 10-5400-4200 | 3,000 | ↑ 2,150 | 5,150 |
| CODE ENFORCEMENT | 10-5400-4505 | 20,000 | ↓ (2,150) | 17,850 |
| NUISANCE ABATEMENT | 10-5400-4530 | - | ↑ 700 | 700 |
| DRUG SCREENING | 10-5400-4700 | 100 | ↑ 169 | 269 |
| Total Budget Expenditures for Dept 5400 | | 908,319 | 8,029 | 916,348 |
| | | | | |
| Streets & Sanitation Dept | Line Item | Budget | Change | Amended Budget |
| TRAVEL & MEALS | 10-5600-3000 | - | ↑ 70 | 70 |
| EQUIPMENT MAINTENANCE | 10-5600-3300 | 25,000 | ↓ (70) | 24,930 |
| Total Budget Expenditures for Dept 5600 | | 869,255 | - | 869,255 |
| | | | | |
| Parks & Recreation Dept | Line Item | Budget | Change | Amended Budget |
| SALARIES-FULL TIME | 10-6200-1050 | 150,666 | ↑ 14,800 | 165,466 |
| RETIREMENT | 10-6200-2050 | 18,231 | ↑ 2,200 | 20,431 |
| SUPPLEMENTAL RETIREMENT | 10-6200-2100 | 7,534 | ↑ 800 | 8,334 |
| BUILDING MAINTENANCE | 10-6200-3250 | 2,000 | ↑ 150 | 2,150 |
| UNIFORMS & ACCESSORIES | 10-6200-4000 | 6,000 | ↓ (483) | 5,517 |
| DUES & SUBSCRIPTIONS | 10-6200-4350 | 300 | ↑ 483 | 783 |
| Total Budget Expenditures for Dept 6200 | | 478,300 | 17,950 | 496,250 |



Town of Angier

Board Approved Budget Amendment # 7

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:

| Library Dept | Line Item | Budget | Change | Amended Budget |
|--|--------------|---------|---------|----------------|
| SALARIES-FULL TIME | 10-6300-1050 | 16,737 | ↑ 6,920 | 23,657 |
| SALARIES-PART-TIME | 10-6300-1100 | 765 | ↑ 66 | 831 |
| FICA | 10-6300-2000 | 494 | ↑ 1,361 | 1,855 |
| RETIREMENT | 10-6300-2050 | 814 | ↑ 2,070 | 2,884 |
| GROUP INSURANCE | 10-6300-2250 | 1,946 | ↑ 1,235 | 3,181 |
| TRAVEL & MEALS | 10-6300-3000 | - | ↑ 9 | 9 |
| TELEPHONE | 10-6300-4050 | 100 | ↑ 99 | 199 |
| UTILITIES | 10-6300-4100 | 1,650 | ↑ 1,264 | 2,914 |
| CONTRACT SERVICES | 10-6300-4500 | 158,356 | ↑ 8,975 | 167,331 |
| DRUG SCREENING | 10-6300-4700 | - | ↑ 100 | 100 |
| LIBRARY GRANT | 10-6300-5500 | - | ↑ 1,192 | 1,192 |
| COMPUTER LEASE AGREEMENTS | 10-6300-6000 | - | ↑ 648 | 648 |
| Total Budget Expenditures for Dept 6300 | | 188,870 | 23,939 | 212,809 |
| | | | | |
| Depot Dept | Line Item | Budget | Change | Amended Budget |
| DUES & SUBSCRIPTIONS | 10-6400-4350 | - | ↑ 201 | 201 |
| Total Budget Expenditures for Dept 6400 | | 21,037 | 201 | 21,238 |
| | | | | |
| Debt SVC Dept | Line Item | Budget | Change | Amended Budget |
| PRINCIPAL (FIRST BANK - BOOM | 10-8600-7015 | 11,069 | ↑ 168 | 11,237 |
| Total Budget Expenditures for Dept 8600 | | 122,226 | 168 | 122,394 |



Town of Angier

Board Approved Budget Amendment # 7

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:

| Water & Sewer Fund (30 Fund) | | | | | |
|--|--------------|------------------|---|---------------|------------------|
| W/S Fund Revenue | Line Item | Budget | | Change | Amended Budget |
| INTEREST ON INVESTMENTS | 30-3030-3050 | 5,949 | ↑ | 22,048 | 27,997 |
| Total Revenue Budget | | 3,488,707 | | 22,048 | 3,510,755 |
| | | | | | |
| Water Dept | Line Item | Budget | | Change | Amended Budget |
| SALARIES-FULL TIME | 30-8100-1050 | 308,398 | ↑ | 3,000 | 311,398 |
| SALARIES-PART-TIME | 30-8100-1100 | 7,000 | ↑ | 1,290 | 8,290 |
| MATERIALS & SUPPLIES | 30-8100-3200 | 51,324 | ↓ | (5,500) | 45,824 |
| BUILDING MAINTENANCE | 30-8100-3250 | 10,000 | ↑ | 3,000 | 13,000 |
| EQUIPMENT MAINTENANCE | 30-8100-3300 | 7,000 | ↑ | 2,500 | 9,500 |
| VEHICLE MAINTENANCE | 30-8100-3350 | 10,000 | ↓ | (5,000) | 5,000 |
| FUEL | 30-8100-4200 | 7,000 | ↑ | 8,000 | 15,000 |
| CONTRACT SERVICES | 30-8100-4500 | 30,020 | ↑ | 2,346 | 32,366 |
| CAPITAL OUTLAY-OTHER | 30-8100-5000 | 72,665 | ↓ | (244) | 72,421 |
| Total Budget Expenditures for Dept 8100 | | 1,462,386 | | 9,392 | 1,471,778 |
| | | | | | |
| Sewer Dept | Line Item | Budget | | Change | Amended Budget |
| SALARIES-FULL TIME | 30-8300-1050 | 308,398 | ↑ | 3,000 | 311,398 |
| SALARIES-PART-TIME | 30-8300-1100 | 7,000 | ↑ | 1,500 | 8,500 |
| BUILDING MAINTENANCE | 30-8300-3250 | 10,000 | ↓ | (3,000) | 7,000 |
| EQUIPMENT MAINTENANCE | 30-8300-3300 | 20,000 | ↑ | 8,030 | 28,030 |
| VEHICLE MAINTENANCE | 30-8300-3350 | 3,000 | ↑ | 2,000 | 5,000 |
| UNIFORMS & ACCESSORIES | 30-8300-4000 | 3,000 | ↓ | (2,000) | 1,000 |
| CONTRACT SERVICES | 30-8300-4500 | 51,020 | ↑ | 1,504 | 52,524 |
| CAPITAL OUTLAY | 30-8300-5000 | 72,667 | ↑ | 244 | 72,911 |
| LINE EXTENSION | 30-8300-5625 | 25,000 | ↓ | (800) | 24,200 |
| COMPUTER LEASE AGREEMENTS | 30-8300-6000 | - | ↑ | 1,000 | 1,000 |
| Total Budget Expenditures for Dept 8300 | | 890,405 | | 11,478 | 901,883 |



Town of Angier

Board Approved Budget Amendment # 7

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:

| Lagoon Dept | Line Item | Budget | Change | Amended Budget |
|--|--------------|---------|--------|----------------|
| CAPITAL OUTLAY | 30-8500-5000 | - | ↑ 810 | 810 |
| Total Budget Expenditures for Dept 8500 | | 70,510 | 810 | 71,320 |
| | | | | |
| Debt SVC Obligation Dept | Line Item | Budget | Change | Amended Budget |
| PRINCIPAL (FIRST BANK - BOOM | 30-8600-7015 | 11,069 | ↑ 168 | 11,237 |
| INTEREST (FIRST BANK - SERIES 2 | 30-8600-7040 | 72,004 | ↑ 200 | 72,204 |
| Total Budget Expenditures for Dept 8600 | | 461,406 | 368 | 461,774 |



Town of Angier

Board Approved Budget Amendment # 7

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:

| NC DEQ Water Line Project (Option 8) Fund | | | | | |
|---|--------------|---------|---|---------|----------------|
| NC DEQ Water Line Project (Opt | Line Item | Budget | | Change | Amended Budget |
| EASEMENT/PROPERTY ACQUISIT | 33-8100-4515 | - | ↑ | 4,579 | 4,579 |
| CAPITAL OUTLAY - CONSTRUCTIO | 33-8100-5000 | 115,000 | ↓ | (4,579) | 110,421 |
| Total Budget Expenditures for Dept 8100 | | 117,276 | | - | 117,276 |

| Pump Station & Force Main Capital Project Fund | | | | | |
|--|--------------|-----------|---|----------|----------------|
| Pump Station & Force Main Cap | Line Item | Budget | | Change | Amended Budget |
| PROFESSIONAL SERVICES | 38-8310-4450 | - | ↑ | 16,775 | 16,775 |
| CONTINGENCY | 38-8310-8300 | 173,070 | ↓ | (16,775) | 156,295 |
| Total Budget Expenditures for Dept 8310 | | 2,422,346 | | - | 2,422,346 |



Town of Angier

Board Approved Budget Amendment # 7

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:

| Asset Forfeiture Fund (51 Fund) | | | | |
|--|--------------|--------|----------|----------------|
| AFF Revenue | Line Item | Budget | Change | Amended Budget |
| TRANSFER FROM G/F | 51-3900-5100 | - | ↑ 34,799 | 34,799 |
| Total Revenue Budget | | 47,161 | 34,799 | 81,960 |
| | | | | |
| General AFF Dept | Line Item | Budget | Change | Amended Budget |
| CAPITAL OUTLAY | 51-5197-5000 | - | ↑ 34,799 | 34,799 |
| Total Budget Expenditures for Dept 5185 | | - | 34,799 | 34,799 |

Motion to adopt FY 2023 Board Approved Budget Amendment #7

Amended this the 4th day of April, 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: | April 4, 2023 |
| PREPARED BY: | Hans Kalwitz |
| ISSUE | Change in Credit Card Processing Contractual Agreement |
| CONSIDERED: | |
| DEPARTMENT: | Finance |

SUMMARY OF ISSUE:

During our recent Budget Retreat the matter as to whether the Town should absorb credit card fees or pass the expense to the customer surfaced. The consensus was to proceed with passing the fees to customers. Action has been taken for the Board to review.

FINANCIAL IMPACT:

This agreement will save the Town money during FY 2024.

RECOMMENDATION: N/A

REQUESTED MOTION:

Motion to proceed, while abiding by G.S. 159-32.1, with Card Services Agreement.

REVIEWED BY TOWN MANAGER:

This has been reviewed by the Interim Town Manager.

Attachments: Card Services Agreement – Service Fees Addendum

Card Services Agreement - Service Fees Addendum

| Merchant Legal Name | Processing Account # |
|---------------------|----------------------|
| Town of Angier, NC | PA-008469820 |

The Addendum amends and supplements the terms of the Card Services Agreement with respect to the processing application indicated above, relating to the election of Service Fees services by Merchant, as further described herein below. Capitalized terms herein have the same meaning as used in the Agreement unless otherwise noted.

Merchant requests that Global Direct collect transactional processing fees and charges associated with processing card payments (the "Primary Transaction") under the Agreement directly from the cardholder through the imposition of an accompanying transaction ("Service Fee") to cover such amounts, rather than withholding such amounts from transaction proceeds. Merchant hereby consents to the imposition of Service Fee transactions by Global Direct as described herein below:

- Merchant requests registration under the Visa Government and Education Payments Program to utilize service fees. Service Fees may not be assessed until registration is completed.
- At every point of sale, prior to transaction processing, Merchant must clearly and unambiguously notify the cardholder that two transactions will be processed:
 - The Primary Transaction, in the amount of the payment agreed upon between Cardholder and Merchant; and
 - A Service Fee transaction, processed in favor of Global Direct, with the entry referencing Merchant's business.
- Merchant must present clearly the amount or calculation of each, and Cardholder must have the ability to not proceed with the transaction if the Cardholder prefers to use a different form of payment
- The Primary Transaction will be deposited into Merchant's account directly, without deduction for transactional fees. Merchant remains liable for chargebacks, returns, credits and other non-transaction processing-based fees as described in the Agreement applicable to the Primary Transaction.
- For each Primary Transaction, Global Direct will initiate a Service Fee transaction to such Cardholder as calculated below. Proceeds from the Service Fee transaction will be the sole property of Global Direct in satisfaction of per-transaction costs related to providing payment processing services for Primary Transactions under the Agreement.
- The Service Fee will be calculated as indicated below:

| | |
|---|--|
| <input type="checkbox"/> Flat Rate | <input type="checkbox"/> Percentage Fee |
| Primary Transaction | 3.50% of the Primary Transaction Amount |

- Global Direct reserves the right to adjust Service Fee pricing upon 15-day written notice to Merchant. Merchant shall be solely responsible for updating notice to cardholders of the new Service Fee amount.
- Merchant affirms that the application accompanying the Agreement and this Addendum accurately represents Merchant's business and that it meets all of the qualifications necessary to be registered for the Visa Government and Education Payments Program. Merchant further acknowledges that if Visa determines that Merchant's business is not compliant, Visa may impose noncompliance assessments and fines for which Merchant will be responsible. Visa reserves the right to modify or discontinue Merchant participation as deemed necessary.
- In the event Merchant's participation in the Visa Government and Education Payments Program is discontinued, the imposition of Service Fees will cease and Global Direct will notify Merchant of pricing terms applicable to future transactions.



Merchant Application

| | | | |
|---|-------------|--|-------------|
| Business Information | | | |
| Merchant's DBA Name/Outlet Name: Town of Angier, NC | | Merchant's Legal Name: Town of Angier, NC | |
| Physical Street Address (No P.O. Box): 55 N Broad Street West | | Legal Address: 55 N Broad Street West | |
| City, State, Zip: Angier, NC 27501 | | City, State, Zip: Angier, NC 27501 | |
| DBA Phone: (919) 331-6701 | Fax: | Corp. Phone: (919) 331-6701 | Fax: |
| Contact Name at this Address: Hans Kalwitz | | Contact Name at this Address: Hans Kalwitz | |
| E-Mail: hkalwitz@angier.org | | E-Mail: hkalwitz@angier.org | |
| Customer Service Phone # (Required for MOTO and Internet merchants only): (919) 331-6701 | | | |
| Website Address (Required for Internet merchants): https://www.angier.org/ | | | |
| Merchant Profile | | | |
| Ticker Symbol: | | Market Type: | |
| Type of Ownership: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Professional Assoc. <input type="checkbox"/> Tax Exempt Org (501C: <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 10) <input checked="" type="checkbox"/> Government/Municipality | | <input checked="" type="checkbox"/> Retail <input type="checkbox"/> Supermarket <input type="checkbox"/> Restaurant <input type="checkbox"/> Emerging Market <input type="checkbox"/> Lodging <input type="checkbox"/> Public Sector <input type="checkbox"/> MO/TO <input type="checkbox"/> Auto Rental <input type="checkbox"/> P-Card <input type="checkbox"/> Cash Advance <input type="checkbox"/> E-Commerce <input type="checkbox"/> Other | |
| Type of Goods or Services Sold: Utilities | | SIC Code: 9399 | |
| Years in Business Under Current Ownership: 10 | | Federal Tax ID #: 566001165 | |
| Do you currently accept AMEX/Visa/MasterCard/Discover? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | | |

Does merchant accept transactions before the customer receives product or service? ☐ Yes ☒ No If yes:

How long does customer wait before product is received? day(s) % of sales in this category

% cost that is prepayment?

Does merchant offer warranties, dues, subscriptions, memberships or other extended services? ☐ Yes ☒ No If yes:

Duration of extended service or benefit (in weeks):

Annual Amex/Visa/MC/Discover Sales: \$2,397,144.00

Average Ticket: \$149.00

Total Amex/Visa/MC/Discover Sales (multiple locations only):

Member Bank (Acquirer) Information

Wells Fargo Bank, P.O. Box 6079 – Concord, CA 94524 – (844) 284-6834

Important Member Bank (Acquirer) Responsibilities

1. The Bank is the only entity approved to extend acceptance of Card Organization products directly to a Merchant.
2. The Bank must be a principal (signer) to the Merchant Agreement.
3. The Bank is responsible for educating Merchants on pertinent Card Organization Rules with which Merchants must comply; but this information may be provided to you by Processor.
4. The Bank is responsible for and must provide settlement funds to the Merchant.
5. The Bank is responsible for all funds held in reserve.

Merchant Resources

You may download "Visa Regulations" from Visa at:
<https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>
 You may download "MasterCard Rules" from MasterCard at:
<http://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html>
 You may download additional Merchant information from Discover at:
<http://www.discovernetwork.com/merchants/index.html>
 You may download "American Express Merchant Operating Guide" at:
<https://www.americanexpress.com/merchantopguide>

Important Merchant Responsibilities

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below Card Organization thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with Card Organization rules.
5. Retain a signed copy of this Disclosure Page.

The responsibilities listed above do not supersede terms of the Card Services Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa member (acquirer) is the ultimate authority should the Merchant have any problems.

Merchant's Signature:

Name (printed):

Title:

Date

Hans-Josef Bruno Kalwitz

Finance Director

For questions regarding Card Services, contact: Customer Service within 60 days of the date of the statement and/or notice. Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA 30326 or call: 1-800-367-2638.

Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

| Plan Type | New | Existing | Existing Merchant # | Discount Rate | Per Item | Per Auth |
|---|-------------------------------------|--------------------------|---------------------|---------------|----------|----------|
| <input checked="" type="checkbox"/> VISA Credit | <input checked="" type="checkbox"/> | N/A | N/A | 0.0000% | \$0.0000 | \$0.0000 |
| <input checked="" type="checkbox"/> VISA Check | <input checked="" type="checkbox"/> | N/A | N/A | 0.0000% | \$0.0000 | \$0.0000 |
| <input checked="" type="checkbox"/> MasterCard Credit | <input checked="" type="checkbox"/> | N/A | N/A | 0.0000% | \$0.0000 | \$0.0000 |
| <input checked="" type="checkbox"/> Debit MasterCard | <input checked="" type="checkbox"/> | N/A | N/A | 0.0000% | \$0.0000 | \$0.0000 |
| <input checked="" type="checkbox"/> Discover Credit | <input checked="" type="checkbox"/> | <input type="checkbox"/> | N/A | 0.0000% | \$0.0000 | \$0.0000 |
| <input checked="" type="checkbox"/> Discover Check | <input checked="" type="checkbox"/> | <input type="checkbox"/> | | 0.0000% | \$0.0000 | \$0.0000 |
| <input checked="" type="checkbox"/> PayPal Credit (card present) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | N/A | 0.0000% | \$0.0000 | \$0.0000 |
| <input checked="" type="checkbox"/> Diners Club, China Union Pay, JCB | <input type="checkbox"/> | <input type="checkbox"/> | | 2.8500% | \$0.1500 | |
| <input checked="" type="checkbox"/> Debit (other than Visa or MC) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | | | \$0.0000 | |
| <input checked="" type="checkbox"/> EBT | <input checked="" type="checkbox"/> | <input type="checkbox"/> | | | | |
| <input checked="" type="checkbox"/> American Express | <input type="checkbox"/> | <input type="checkbox"/> | | 0.0000% | \$0.0000 | \$0.0000 |
| <input checked="" type="checkbox"/> American Express Prepaid | <input type="checkbox"/> | <input type="checkbox"/> | | 0.0000% | \$0.0000 | \$0.0000 |
| <input checked="" type="checkbox"/> POS Vendor Fee† | | | | | | |

Merchant FNS# _____

Cash Benefits: ☐ YES ☐ NODaily Discount: ☐ YES ☒ NO**Surcharges: (Non-Qualified surcharges are marked "NQ" and are per-occurrence)****Surcharges:**☒ Tiered

0.00% Rewards Discount
 0.00% Mid-Qualified Discount
 0.00% Non-Qualified Discount

☐ Enhanced Billback

Enhanced Billback

☐ Interchange Plus

A list of additional fees/rates can be found on pages 2 and 4 of this Card Services Agreement contract under the headings "Other Fees" and "Association Fees and Assessments."

The foregoing discount rate, per item and authorization fees are based upon Merchant's complying with all processing requirements as established by the applicable governing authority of the payment type which qualifies Merchant for the most favorable interchange rates available for such payment type. Transactions that do not qualify for the most favorable interchange rates will be subject to the surcharges up to 3.00% in addition to the rate quoted. See "Other Fees" section of this Card Services Agreement and Section 34 of the Card Services Terms and Conditions for more information regarding non-qualifying surcharges. Discount rates and other percentage fees are calculated by multiplying the rates or fees and the Merchant's applicable transaction volume. Per item and per authorization fees are calculated per transaction or authorization, as applicable. See Section 13 of the Card Services Terms and Conditions for information regarding the early termination fee. In addition to the per item fee, all Debit Transactions include fees assessed by the applicable network organization.

Other Fees (Per occurrence fees marked with a *)

| | | | |
|--|---------------------------------|--------|---|
| Non-Refundable Application Fee * | Virtual Site Survey Fee * | \$0.00 | Chargeback Fee * |
| \$0.00 Membership Fee | \$0.00 Retrieval Fee * | | Monthly Debit Card Membership Fee |
| \$0.00 Monthly Regulatory Compliance Fee | \$0.00 Minimum Monthly Discount | | Global Transport VT (Recurring Billing) |
| Annual Association Technology Fee | \$0.00 Voice AVS Fee * | | Setup Fee * |
| Global Access @dVantage Monthly Fee | PCI ASSURE Monthly Fee | | Global Transport VT (Recurring Billing) |
| \$0.00 Voice Authorization Fee * | PCI ASSURE Non-Compliance | | Monthly Fee |
| \$0.00 Batch/ACH Fee * | Fee (monthly) | | Global Transport VT (Recurring Billing) |
| \$0.00 Non-Sufficient Fund * | Data Monitoring Fee * | | Transaction Fee * |
| \$0.00 Account Maintenance Fee | Other: _____ | \$0.00 | Customer Engagement Suite (Monthly) |
| Gateway Monthly Fee | Gateway Setup Fee | | POS Vendor Fee† (Monthly) |

†Third party fee for Merchant's POS/business management software (Global Direct bills this fee as agent of the software provider.) Questions about this fee should be addressed to the software provider directly.

Association Fees and Assessments (Per occurrence fees marked with a *)

| | |
|--|---|
| 0.0000% GP Fee - DISC Assessments * | \$0.0000 GP Fee - MC Acct Status Inquiry * |
| 0.0000% GP Fee - DISC Intl Processing * | \$0.0000 GP Fee - MC Data Integrity * |
| 0.0000% GP Fee - DISC Intl Service * | \$0.0000 GP Fee - MC CVC2 * |
| \$0.0000 GP Fee - DISC Program Integrity Fee * | 0.0000% GP Fee - MC Assessments * |
| 0.0000% GP Fee - PayPal Assessment * | 0.0000% GP Fee - MC Assessments Lg Tkt * |
| \$0.0000 GP Fee - PayPal Participation * | 0.0000% GP Fee - MC Acceptance & Licensing * |
| 0.0000% GP Fee - VISA Assessments-Credit * | 0.0000% GP Fee - MC Cross Bdr Domestic * |
| 0.0000% GP Fee - VISA Assessments-Debit * | 0.0000% GP Fee - MC Cross Bdr Foreign * |
| 0.0000% GP Fee - VISA Intl Svc Assessment-Purchase * | 0.0000% GP Fee - MC Acq Program Support * |
| 0.0000% GP Fee - VISA Intl Svc Assessment * | 0.0000% GP Fee - MC Digital Enablement * |
| 0.0000% GP Fee - VISA Intl Acquiring * | \$0.0000 GP Fee - MC Monthly Fee |
| \$0.0000 GP Fee - VISA Trans Integrity * | 0.0000% GP Fee - MC Integrity - Final Auth (Max) * |
| \$0.0000 GP Fee - VISA APF - Credit * | \$0.0000 GP Fee - MC Integrity - Final Auth (Min) per Auth PI * |
| \$0.0000 GP Fee - VISA APF - Debit * | \$0.0000 GP Fee - MC Integrity - Pre Auth/Undefined per Auth PI * |
| \$0.0000 GP Fee - VISA APF Intl - Credit * | 0.0000% GP Fee - AMEX Inbound * |
| \$0.0000 GP Fee - VISA APF Intl - Debit * | 0.0000% GP Fee - AMEX Network * |
| \$0.0000 GP Fee - VISA AVS Only * | 0.0000% GP Fee - AMEX CNP * |
| \$0.0000 GP Fee - VISA Misuse of Auth * | 0.0000% GP Fee - AMEX Access * |
| \$0.0000 GP Fee - VISA Account Verification Fee Credit * | 0.0000% GP Fee - Settlement Funding Fee * |
| \$0.0000 GP Fee - VISA Account Verification Fee Debit * | \$0.0000 GP Fee - Settlement Funding Fee PI |
| \$0.0000 GP Fee - VISA Account Verification Fee Intl * | 0.0000% GP Fee - Risk Assessment Fee |
| \$0.0000 GP Fee - VISA Kilobyte Fee | \$0.0000 GP Fee - Risk Assessment Fee PI |

Signature of Guarantor (please sign below)

Name (printed):

Hans-Josef Bruno Kalwitz

Signature of Guarantor (please sign below)

Name (printed):

X, an individual

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Complete Owner/Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. An owner or person with control listed, must be the one to accept the agreement at the end of this application.

| | | | | | |
|--|-------|--------------|----------------------------|-------------------|--------------|
| Name | Title | Equity Owned | Date of Birth (mm/dd/yyyy) | Social Security # | Home Phone # |
| Home Address: | | | City: | State: Zip Code: | Years There: |
| Former Address (if less than 1 year at current address): | | | City: | State: Zip Code: | Years There: |

Is any owner, officer, director, employee, or agent a current or former official in the executive, legislative, administrative, military, or judicial branch of any government (elected or not); a senior official of a major political party; an executive of a government-owned commercial enterprise; a family member of any of the foregoing officials; or a close personal or professional associate of any of the foregoing officials? ☐ Yes ☒ No If "yes," please attach details.

[illegible]

| | | | | |
|--|---|---|--|--|
| Merchant Location: | <input type="checkbox"/> Retail Location with Store Front | <input type="checkbox"/> Office Building | <input type="checkbox"/> Residence | <input type="checkbox"/> Other: _____ |
| Surrounding Area: | <input type="checkbox"/> Commercial | <input type="checkbox"/> Industrial | <input type="checkbox"/> Residential | |
| Does the amount of inventory and merchandise on shelves and floor appear consistent with the type of business? | | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If no, explain: _____ | | | | |
| Does the Merchant use a Fulfillment House? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | If yes, was the Fulfillment House inspected? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| The Merchant: | <input type="checkbox"/> Owns | <input type="checkbox"/> Leases the business premises | | |

I hereby verify that this application has been fully completed by merchant applicant and that I have physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief.

Verified and inspected by (print name):

Representative Name: _____ Representative Signature: X _____

Date:

Sales Rep Name:

Sales Rep Code:

Sales Phone Number:

Sales Email Address:

Amex annual volume < \$1,000,000 ☒ YES ☐ NO

Amex Acceptance ☒ YES ☐ NOAmex Marketing ☒ YES ☐ NO

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity, which agrees to be bound by the American Express® Merchant Operating Guide ("Agreement") - https://icm.aexp-static.com/content/dam/gms/en_us/optblue/us-mog.pdf, and that all information provided herein is true, complete, and accurate. I authorize Global Direct and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Global Direct and American Express and American Express's agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <https://www.americanexpress.com/privacy> to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that upon American Express's approval of the application, the entity will be provided with the Agreement and materials welcoming it to American Express's Card acceptance program.

Merchant's Signature**X****Name (printed):**

Hans-Josef Bruno Kalwitz

Title:

Finance Director

Date:**Hardware**

| Quantity | Hardware Device | Rental/Purchase | Unit Price |
|----------|--------------------------------|-----------------|------------|
| 3 | PIN Pad - Ingenico - Lane 3000 | Rental | \$38.95* |

* Indicates Unit Price is recurring

See attached Equipment Rental Agreement (Addendum A) which is incorporated into this agreement and has additional terms and conditions specific to equipment rentals.

Special Instructions:

Rate Table: N (M)

Global Terminal Type: ZQ2

PCI DSS and Card Network rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system store, process, or transmit full cardholder's data, then you (merchant) must validate PCI DSS compliance. If you (merchant) utilize a payment application the POS software must be PA DSS (Payment Application Data Security Standards) validated where applicable. If you use a payment gateway, they must be PCI DSS Compliant.

As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

Questions:

| | | | |
|---|---|--|---|
| Merchant will maintain full PCI DSS compliance at all times and will notify Global Payments when it changes its point of sale software, system, application or vendor | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO | <input type="checkbox"/> N/A |
| Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office)? | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO | <input type="checkbox"/> N/A |
| Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized. | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO | <input type="checkbox"/> N/A |
| The signing merchant listed below has experienced an account data compromise. | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO | <input type="checkbox"/> N/A (I have never accepted payment cards) |
| The signing merchant listed below is storing Sensitive Authentication Data* (even if encrypted) after the transaction has been authorized. | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO | <input type="checkbox"/> N/A (I have never accepted payment cards) |
| Merchant utilizes an EMV enabled terminal | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO | <input type="checkbox"/> N/A |

*Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.

Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon Global's request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.

It is imperative that you notify Global Payments immediately should the information on this Compliance Statement change.

Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization

Your Card Services Agreement is between Global Payments Direct, Inc. ('Global Direct'), the Merchant named above and the Member named below ('Member'). Member is a member of Visa, USA, Inc. ('Visa') and MasterCard International, Inc. ('MasterCard'); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ('Discover') and a registered Program Participant of American Express Travel Related Services Company, Inc. ('American Express'). A copy of the Card Services Terms and Conditions for Government Entities, revision number Government Entities 04-21-GPI-WF-MUA, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE CARD SERVICES TERMS & CONDITIONS.

By your signature below on behalf of Merchant, you certify that all information provided in this Merchant Application is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Terms and Conditions. In addition by your signature below on behalf of Merchant you authorize Global Direct to order a consumer credit report on you, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account.

| | | | |
|--|---|----------------------------|-------|
| Merchant's Signature - Owner/Officer Name 1: | Name (printed): Hans-Josef Bruno Kalwitz | Title: Finance Director | Date: |
| Merchant's Signature - Owner/Officer Name 2: | Name (printed): | Title: | Date: |
| Merchant's Signature - Owner/Officer Name 3: | Name (printed): | Title: | Date: |
| Merchant's Signature - Owner/Officer Name 4: | Name (printed): | Title: | Date: |
| Signing for Global Payments Direct, Inc.: | Name (printed): | Title: | Date: |
| Signing for Member: | Name (printed): | Name of Member (printed): | Date: |

Merchant's Electronic Signature Details:

Logged In User:
IP Address:
Date and Time:



CARD SERVICES TERMS & CONDITIONS FOR GOVERNMENT ENTITIES

PLEASE READ SECTION 17 ("DISPUTE RESOLUTION") CAREFULLY AS IT RELATES TO ARBITRATION AND CLASS ACTIONS

1. GENERAL.

- 1.1. The **"Card Services Agreement"** consists of these Card Services Terms & Conditions and the Merchant Application and is made by and among Merchant (or **"you"**), Global Payments Direct, Inc. (**"Global Direct"**), and Member (as defined below). The provisions in the Card Services Agreement are applicable to Merchant and, by submitting Transactions hereunder, Merchant agrees to be subject to the same. The member bank identified in the Merchant Application (**"Member"**) is a member of Visa USA, Inc. (**"Visa"**) and Mastercard International, Inc. (**"Mastercard"**). Global Direct is a registered independent sales organization of Visa, a member service provider of Mastercard, a registered Program Participant of American Express Travel Related Services Company, Inc. (**"American Express"**), and a registered acquirer for Discover Financial Services LLC (**"Discover"**). Any references to the Debit Sponsor shall refer to the debit sponsor identified below.
- 1.2. Merchant and Global Direct agree that the rights and obligations contained in these Card Services Terms and Conditions do not apply to the Member with respect to American Express, Discover and PayPal transactions and Switched Transactions (as defined below). To the extent Merchant accepts Discover cards, the provisions in this Agreement with respect to Discover apply if Merchant does not have a separate agreement with Discover. In such case, Merchant will also be enabled to accept JCB, China UnionPay, Diner's Club and, for card present transactions, PayPal cards under the Discover network and such transactions will be processed at the same fee rate as Merchant's Discover transactions are processed. To the extent Merchant accepts Discover cards and has a separate agreement with Discover, Discover and PayPal card transactions shall be processed as Switched Transactions (as defined below). To the extent Merchant accepts American Express cards, the provisions in this Agreement with respect to American Express apply if Merchant does not have a separate agreement with American Express.
- 1.3. Under the terms of the Card Services Agreement, Merchant will be furnished with the services and products, including any software, described herein and in the Merchant Application and selected by Merchant therein (collectively and individually, as applicable, the **"Services"**). Merchant agrees to be bound by the Card Services Agreement, including the terms of the Merchant Application and these Card Services Terms & Conditions as may be modified or amended in the future pursuant to its and/or their terms. ***Upon the earlier of a Merchant's submission of a transaction to Global Direct or signing the Merchant Application, Merchant shall be deemed to have accepted the Card Services Agreement, including the Terms and Conditions herein.***
- 1.4. Except as expressly stated in the first three paragraphs of section 13, all terms and conditions of this Card Services Agreement shall survive termination to the extent necessary to protect Global Direct and Member's rights herein.

2. SERVICE DESCRIPTIONS.

- 2.1. Credit Card Processing Services: Global Direct's credit card processing services consist of authorization and electronic draft capture of credit card transactions; outclearing of such transactions to the appropriate card associations and/or issuers (e.g., Visa, Mastercard, American Express, Diners, Discover); settlement; certain dispute resolution with cardholders' banks; and transaction-related reporting, statements and products. From time to time under this Card Services Agreement, upon Merchant's request, Global Direct may facilitate the transmission of certain payment card transactions (**"Switched Transactions"**) to the respective card issuers, including but not limited to American Express®, Diners Club® and various fleet, private label and commercial cards. Switched Transactions require Global Direct's prior written approval and are subject to applicable pricing; Global Direct does not purchase the indebtedness associated with Switched Transactions.
- 2.2. EBT Transaction Processing Services: Global Direct offers electronic interfaces to Electronic Benefits Transfer (**"EBT"**) networks for the processing of cash payments or credits to or for the benefit of benefit recipients (**"Recipients"**). Global Direct will provide settlement and switching services for various Point of Sale transactions initiated through Merchant for the authorization of the issuance of the United States Department of Agriculture, Food and Nutrition Services (**"FNS"**) food stamp benefits (**"FS Benefits"**) and/or government delivered cash assistance benefits (**"Cash Benefits,"** with FS Benefits, **"Benefits"**) to Recipients through the use of a state-issued card (**"EBT Card"**).
- 2.3. Provisions regarding debit card services are set forth in section 31 below.

- 2.4. Provisions regarding Decline Minimizer Services are set forth in section 33 below.
- 2.5. Provisions regarding CallPop OpenEdge Services are set forth in section 34 below.
- 2.6. With respect to Visa and Mastercard products, Merchant may elect to accept credit cards or debit/prepaid cards or both. Merchant shall so elect on the Merchant Application being completed contemporaneously herewith. Merchant agrees to pay and Merchant's account(s) will be charged pursuant to section 5 of this Card Services Agreement for any additional fees incurred as a result of Merchant's subsequent acceptance of transactions with any Visa or Mastercard product that it has elected not to accept.

3. PROCEDURES.

- 3.1. Merchant will permit holders of valid cards bearing the symbols of the cards authorized to be accepted by Merchant hereunder to charge purchases or leases of goods and services and the debt resulting therefrom shall be purchased hereunder, provided that the transaction complies with the terms of this Card Services Agreement. All indebtedness submitted by Merchant for purchase will be evidenced by an approved sales slip. Merchant will not present for purchase any indebtedness that does not arise out of a transaction between a cardholder and Merchant. Merchant agrees to follow the Card Acceptance Guide which is incorporated into and made part of this Card Services Agreement, <https://www.globalpaymentsinc.com/en-us/cardacceptanceguide> and to be bound by the operating regulations, requirements, and rules of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization covered by this Card Services Agreement, as any of the above referenced documents may be modified and amended from time to time (collectively, the "**Card Association Rules**"). Without limiting the generality of the foregoing, Merchant agrees to comply with and be bound by, and to cause any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement to comply with and be bound by, the rules and regulations of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation, all rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard), Visa's Cardholder Information Security Program, Mastercard's Site Data Protection Program, and Payment Application Best Practices, which, as may be modified and amended from time to time, will constitute Card Association Rules as used herein. Merchant also agrees to cooperate at its sole expense with any request for an audit or investigation by Global Direct, Member, a card association or network organization in connection with cardholder and transaction information security.
- 3.2. Without limiting the generality of the foregoing, Merchant agrees that it will use information obtained from a cardholder in connection with a card transaction solely for the purpose of processing a transaction with that cardholder or attempting to re-present a chargeback with respect to such transaction consistent with the Card Association Rules. Merchant will indemnify and hold Global Direct and Member harmless from any liability assessments (sometimes referred to as "fines" and "penalties") issued by Visa, Mastercard, American Express, Discover, PayPal or any card association or network organization and any other fees and costs arising out of or relating to the processing of transactions by Global Direct and Member at Merchant's location(s) and will reimburse Global Direct for any losses incurred by Global Direct with respect to any such liability assessments, fees and costs.
- 3.3. Without limiting the generality of any other provision of this Card Services Agreement, Merchant also agrees that it will comply with all applicable federal, state, and local laws, rules, ordinances, and regulations (collectively, "**Applicable Laws**"), including those related to both (a) the truncation or masking of cardholder numbers and expiration dates on transaction receipts from transactions processed at Merchant's location(s), including without limitation the Fair and Accurate Credit Transactions Act and applicable state laws ("**Truncation Laws**") and (b) the collection of personal information from a cardholder in connection with a card transaction, including all applicable state laws ("**Laws on Collection of Personal Information**"). As between Merchant, on the one hand, and Global Direct and Member, on the other hand, Merchant shall be solely responsible for complying with all such laws, rules, ordinances, and regulations, including the Truncation Laws and Laws on Collection of Personal Information and will, to the maximum extent not prohibited under applicable law, indemnify and hold Global Direct and Member harmless from any claim, loss or damage resulting from a violation of the same as a result of transactions processed at Merchant's location(s).
- 3.4. Global Direct may, from time to time, issue written directions (via mail or Internet) regarding procedures to follow and forms to use to carry out this Card Services Agreement. These directions and the terms of the forms are binding as soon as they are issued and shall form part of these Card Services Terms & Conditions. Such operating regulations and rules may be reviewed upon appointment at Global Direct's designated premises and Merchant acknowledges that it has had the opportunity to request a review and/or review such operating regulations and rules in connection with its execution of this Card Services Agreement.

- 4. **MARKETING.** Merchant shall adequately display the card issuer service marks and promotional materials supplied by Global Direct. Merchant shall cease to use or display such service marks immediately upon notice from Global Direct or upon termination of this Card Services Agreement. Merchant agrees that all such displays and cessation of such displays shall be in accordance with the Card Association Rules.

5. **PAYMENT, CHARGES AND FEES.** Fees and charges payable by Merchant for all products, services and applications, whether provided by Global Direct, a third party through Global Direct, or directly by a third party with Global Direct collecting monies with respect thereto (e.g., a POS Vendor Fee), shall be as set forth in the Merchant Application (exclusive of taxes, duties and shipping and handling charges) and in Section 39 of these Card Services Terms & Conditions. With respect to POS Vendor Fees, Global Direct does not control and is not responsible for the POS Vendor Fees charged to Merchant, and the pricing for any such fees depends on Merchant's agreement with such third party. Merchant shall at all times maintain one or more commercial checking accounts (the "**Accounts**") with Member or with another financial institution of Merchant's choice acceptable to Member and Global Direct that belongs to the Automated Clearing House ("**ACH**") network and which can accept ACH transactions. Merchant will be provisionally credited for indebtedness purchased under this Card Services Agreement by credit to Merchant's Account(s). Merchant's Account(s) will be provisionally credited for the gross amount of the indebtedness deposited less the amount of any credit vouchers deposited, minus any applicable discount, fees, product service costs, chargebacks, and other fees and charges. Merchant shall not be entitled to credit for any indebtedness that arises out of a transaction not processed in accordance with the terms of this Card Services Agreement or the Card Association Rules. Availability of any such funds shall be subject to the procedures of the applicable financial institution. Chargebacks and adjustments will be charged to Merchant's Account(s) on a daily basis. Merchant agrees to pay and Merchant's Account(s) will be charged for the discount, fees, product service costs, chargebacks, and other fees and charges described in this Card Services Agreement. Merchant also agrees to pay and Merchant's Account(s) will be debited for all fees, arbitration fees, liability assessments, or any other amounts charged or assessed by third parties, the card associations or network organizations on account of or related to Merchant's processing hereunder, including without limitation with regards to any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement. If any type of overpayment to Merchant or other error occurs, Merchant's Account(s) may be debited or credited, without notice, and if Merchant's Account(s) do not contain sufficient funds, Merchant agrees to remit the amount owed directly to Global Direct. Merchant agrees not to, directly or indirectly, prevent, block or otherwise preclude any debit by Global Direct or Member to Merchant's Account which is permitted hereunder. Merchant represents and warrants that no one other than Merchant has any claim against such indebtedness except as authorized in writing by Member and Global Direct. Merchant hereby assigns to Member and Global Direct all of its right, title, and interest in and to all indebtedness submitted hereunder, agrees that Member and Global Direct have the sole right to receive payment on any indebtedness purchased hereunder, and further agrees that Merchant shall have no right, title or interest in any such funds, including any such funds held in a Reserve Account (as defined below).

6. **EQUIPMENT AND SUPPLIES/THIRD PARTY SERVICES.**

6.1. Merchant agrees that it will not acquire any title, copyrights, or any other proprietary right to any advertising material; leased equipment including imprinters, authorization terminals, card reader hardware or printers; software; credit card authenticators; unused forms (online or paper); all hardware and software related to the CallPop OpenEdge Services (as defined below); and Merchant deposit plastic cards provided by Global Direct in connection with this Card Services Agreement. Merchant will protect all such items from loss, theft, damage or any legal encumbrance and will allow Global Direct and its designated representatives reasonable access to Merchant's premises for their repair, removal, modification, installation and relocation. Merchant acknowledges that any equipment or software provided under this Card Services Agreement is embedded with proprietary technology ("**Software**"). Merchant shall not obtain title, copyrights or any other proprietary right to any Software. At all time, Global Direct or its suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on such Software, or transmit any data that contains software viruses, time bombs, worms, Trojan horses, spyware, disabling devices, or any other malicious or unauthorized code. Merchant's use of such Software shall be limited to that expressly authorized by Global Direct. Global Direct's suppliers are intended third party beneficiaries of this Card Services Agreement to the extent of any terms herein pertaining to such suppliers' ownership rights; such suppliers have the right to rely on and directly enforce such terms against Merchant.

6.2. The operating instructions or user guides will instruct Merchant in the proper use of the terminals, other hardware or payment application(s), and Merchant shall use and operate the terminals, other hardware or payment application(s) only in such manner. If Merchant has purchased the relevant maintenance/help desk service hereunder, Merchant will promptly notify Global Direct of any equipment malfunction, failure or other incident resulting in the loss of use of the equipment or software or need for repair or maintenance, whereupon Global Direct will make the necessary arrangements to obtain required maintenance or replacement software or hardware. Merchant is responsible for shipping costs. Merchant shall cooperate with Global Direct in its attempt to diagnose any problem with the terminal, other hardware or payment application(s). In the event the Merchant's terminal requires additional Software, Merchant is obligated to cooperate and participate in a dial in down line load procedure. With respect to any item of equipment leased to Merchant by Global Direct, Merchant will not be liable for normal wear and tear, provided, however, that Merchant will be liable to Global Direct in the event that any leased item of equipment is lost, destroyed, stolen or rendered inoperative. To the extent not prohibited under applicable law, Merchant will indemnify Global Direct against any loss arising out of damage to or destruction of any item of equipment or software provided hereunder for any cause whatsoever. Merchant also agrees, to the extent not prohibited under applicable law, to hold harmless and indemnify Global Direct for any costs, expenses, and judgments Global Direct may suffer, including reasonable attorney's fees, as a result of Merchant's use of the equipment or software provided hereunder. Any unused equipment in its original packaging purchased from Global Direct hereunder may be

returned to Global Direct at Merchant's expense within 60 days of receipt. Merchant shall receive a refund of any money paid in connection therewith subject to a re-stocking fee of an amount equal to 20 percent of the total purchase price for the returned equipment. No refunds shall be issued for any equipment returned after 60 days.

6.3. Merchant acknowledges that some of the services and applications to be provided by Global Direct and Member hereunder may be provided by third parties. Merchant agrees that except for its right to utilize such services in connection with this Card Services Agreement, it acquires no right, title or interest in any such services. Merchant further agrees that it has no contractual relationship with any third party providing services under this Card Services Agreement and that Merchant is not a third party beneficiary of any agreement between Global Direct or Member, as applicable, and such third party. Merchant may not resell the services of any third party providing services under this Card Services Agreement to any other party.

6.4. Merchant acknowledges that it may directly obtain software platform services from a third party that facilitate or integrate Global Direct's Services as set forth in section 2. Global Direct does not control and is not responsible for such software platform services or any fees (and their occurrence) charged by such third party to Merchant related to such software platform services. The pricing for Merchant's use of any third-party platform services and any associated fees depends on Merchant's agreement with such third party. Merchant authorizes Global Direct to collect all monies related to Merchant's use of such third-party software (i.e., the POS Vendor Fee) on behalf of such third party as set forth in the Merchant Application and Merchant's agreement with such third party. Global Direct is not responsible for the acts or omissions of any third party and shall have no responsibility for or liability in connection with any software platform services Merchant receives from a third party, even if Global Direct collects monies with respect to such software or services. Global Direct makes no representation or warranty with respect to such third party's software platform services or such third party's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination.

7. **FINANCIAL INFORMATION.** Merchant agrees to furnish Global Direct and Member such financial statements and information concerning Merchant as Global Direct or Member may from time to time request. Global Direct and Member, or their duly authorized representatives, may examine the books and records of Merchant, including records of all indebtedness previously purchased or presented for purchase. Merchant agrees to retain copies of all paper and electronic sales slips and credit slips submitted to Global Direct for a period of two years from submission, or such longer period of time as may be required by the Card Association Rules, by law, or by Global Direct as specifically requested in writing in individual cases.

8. **CHANGE IN BUSINESS.** Merchant agrees to provide Global Direct and Member 60 days prior written notice of its (a) transfer or sale of any substantial part (ten percent or more) of its total stock, assets and/or to liquidate; or (b) change to the basic nature of its business, or (c) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, conversion of all or part of the business to mail order sales, telephone order sales, Internet-based sales or to other sales where the card is not present and swiped through Merchant's terminal or other card reader. Upon the occurrence of any such event, the terms of this Card Services Agreement may be modified by Member and/or Global Direct to address issues arising therefrom, including but not limited to requirements of applicable Card Association Rules and/or the fees associated with such transactions.

9. **TRANSFERABILITY.** This Card Services Agreement is not transferable by Merchant without the written consent of Global Direct and Member. Any attempt by Merchant to assign its rights or to delegate its obligations in violation of this paragraph shall be void. Merchant agrees that the rights and obligations of Global Direct hereunder may be transferred by Global Direct without notice to Merchant. Merchant agrees that the rights and obligations of Member hereunder may be transferred to any other member without notice to Merchant. Merchant acknowledges that the transferable rights of Global Direct and Member hereunder shall include, but shall not be limited to, the authority and right to debit the Merchant's Account(s) as described herein.

10. **WARRANTIES AND REPRESENTATIONS.**

10.1. Merchant warrants and represents to Global Direct and Member, both at the time of execution and the presentation of any transaction hereunder: (a) that each sales transaction delivered hereunder will represent a bona fide sale to a cardholder by Merchant for the amount shown on the sales slip as the total sale and constitutes the binding obligation of the cardholder, free from any claim, demand, defense, setoff or other adverse claim whatsoever; (b) that each sales slip or other evidence of indebtedness will accurately describe the goods and services which have been sold and delivered to the cardholder or in accordance with the cardholder's instructions; (c) that Merchant will comply fully with all Applicable Laws, including those applicable to its business; (d) that Merchant will fulfill completely all of its obligations to the cardholder and will resolve any customer dispute or complaint directly with the cardholder; (e) that the signature on the sales slip will be genuine and authorized by cardholder and not forged or unauthorized; (f) that Merchant has taken all reasonable steps to verify the identity of the cardholder and the genuineness of the card and the transaction; (g) that the sales transaction shall have been consummated and the sales slip prepared in full compliance with the provisions of the Card Association Rules; (h) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, that none of the

sales transactions submitted hereunder represent sales by telephone, or mail, or Internet, or where the card is not physically present at the Merchant's location and swiped through Merchant's terminal, unless Merchant is specifically authorized in writing by Global Direct to submit such sales slips for purchase, (i) to the extent Merchant has indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, Merchant shall not submit such a transaction to Global Direct and Member for processing until the goods and/or services are shipped or performed, as applicable, unless otherwise permitted by the card associations or network organizations, (j) that sales transactions submitted hereunder for purchase representing sales to any principal, partner, affiliate, or proprietor of Merchant shall not constitute an unreasonable portion of Merchant's transactions relative to the Merchant's legitimate business requirements, (k) that, without limiting the generality of the foregoing, each sales transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the Card Association Rules, and that all of the information contained in this Card Services Agreement (including the Merchant Application) is true and correct. In the event that any of the foregoing warranties or representations is breached, the affected sales slips or other indebtedness may be refused, or prior acceptance revoked and charged back to the Merchant. Furthermore, if Merchant submits for purchase hereunder a sales transaction that is not the result of a sale of Merchant's goods or services offered to the general public or if Merchant submits any sales transactions for purchase hereunder which represents an unreasonable sales transaction to any principal, partner, or proprietor, of Merchant, such sales transaction may be refused or charged back.

10.2. Merchant must notify Global Direct if Merchant elects to use the terminal service of American Express, Novus, or any other third-party provider. If Merchant elects to use a third-party terminal provider, that provider becomes Merchant's agent for the delivery of card transactions to Global Direct via the applicable card-processing network. Global Direct and Member shall have no responsibility for or liability in connection with any hardware, software or services Merchant receives from a third party agent, even if Global Direct collects monies with respect to such hardware, software or services. Neither Global Direct nor Member makes any representation or warranty with respect to such agent's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination. Merchant agrees to assume full responsibility and liability for any failure of such agent to comply with the Card Association Rules, including without limitation any violation, which results in a chargeback to the Merchant. Global Direct and Member have no responsibility for any card transactions until it receives data for the card transaction in the format required by Global Direct. Merchant also agrees that the obligation hereunder to reimburse the Merchant for the value of the card transactions captured by an agent is limited to the value of the transactions (less applicable fees) received by the card-processing network from the agent.

10.3. ***Neither Member, nor Global Direct, nor any Supplier makes any representations or warranties, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose with respect to any terminal, any equipment, software or services leased, sold, or otherwise furnished hereunder.***

11. **INDEMNITY.** Merchant agrees to satisfy directly with the cardholder any claim or complaint arising in connection with the card sale, regardless of whether such claim or complaint is brought by the cardholder, Global Direct, or another party. To the extent not prohibited under applicable law, Merchant agrees to indemnify defend and hold Global Direct, Member and their respective parent companies, subsidiaries and affiliates (including, without limitation, the respective officers, directors, employees, attorneys, shareholders, representatives and agents of all of the foregoing) harmless from and against any and all liabilities, judgments, arbitration awards, settlements, actions, suits, claims, demands, losses, damages, costs (including, but not limited to, court costs and out of pocket costs and expenses), expenses of any and every type, litigation expenses, and attorneys' fees, including, but not limited to, attorneys' fees incurred in any and every type of suit, proceeding, or action, including but not limited to, bankruptcy proceedings, in connection with, by virtue of, or arising from, either directly or indirectly: (a) any card transaction that does not conform to the requirements of this Card Services Agreement, the Card Association Rules or Applicable Laws; (b) any card transaction or any act or omission of Merchant; (c) Merchant's breach or default or an alleged breach or default of or under any term, covenant, condition, representation, warranty, obligation, undertaking, promise or agreement contained in this Card Services Agreement or in any agreement (whether oral or written) with any cardholder, any agreement with any card association, or in any other agreement with Member or Global Direct, any breach or threatened breach by Merchant of the Card Association Rules or any violation by Merchant of Applicable Laws; (d) the rescission, cancellation or avoidance of any card transaction, by operation of law, adjudication or otherwise; (e) any claim, counterclaim, complaint, dispute or defense, including, without limitation claims brought by Merchant with respect to this Card Services Agreement or a card transaction on which Merchant is not the prevailing party; (f) damages, including, without limitation, those for death or injury caused by the good or service purchased with the card; (g) for all web based, Internet or electronic commerce transactions including Merchant's insecure transmission of card transaction data and/or storage of cardholder information or (h) any compromise of card information or cardholder information resulting from, or for which any network organization or card association determines resulted from, Merchant's failure to abide by applicable security standards, including those found in the Card Association Rules. For purposes of this Agreement, including the foregoing indemnities to the extent not prohibited under applicable law, Merchant is responsible and liable for the acts and omissions of its employees, agents and representatives (whether or not acting within the scope of their duties).

12. **LIMITATION OF LIABILITY.**

- 12.1. *Neither Member nor Global Direct nor any independent sales organization referring or providing services to Merchant ("ISO") shall be liable for failure to provide the Services or delay in providing the Services including processing delays or other non-performance if such failure is due to any cause or condition beyond such Party's reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, riots, war, shortages of labor or materials, freight embargoes, unusually severe weather, breakdowns, operational failures, electrical power failures, telecommunications failures, equipment failures, unavoidable delays, the errors or failures of third party systems, non-performance of vendors, suppliers, processors or transmitters of information, or other similar causes beyond such party's control.*
- 12.2. *To the maximum extent not prohibited by law, the liability of Global Direct, ISO, and Member for any loss arising out of or relating in any way to this Card Services Agreement, including but not limited to damages arising out of any malfunction of the equipment or the failure of the equipment to operate, the unavailability or malfunction of the Services, personal injury or property damage, shall, in the aggregate, be limited to actual, direct, and general money damages in an amount not to exceed the lesser of (a) three months' average charge paid by Merchant hereunder (exclusive of interchange fees, assessments, and any other fees or costs that are imposed by a third party in connection with Merchant's payment processing) for the Services during the previous 12 months or such lesser number of months as shall have elapsed subsequent to the Effective Date of this Card Services Agreement, and (b) \$50,000. This shall be the extent of Global Direct's, ISO's, and Member's liability arising out of or relating in any way to this Card Services Agreement, including alleged acts of negligence, breach of contract, or otherwise and regardless of the form in which any legal or equitable action may be brought against Global Direct, ISO, or Member, whether contract, tort, or otherwise, and the foregoing shall constitute Merchant's exclusive remedy.*
- 12.3. *Under no circumstances shall Global Direct, ISO, or Member be liable for special, consequential, punitive or exemplary damages, including lost profits, revenues and business opportunities, arising out of or relating in any way to this Card Services Agreement, even if Global Direct, ISO, or Member has been advised of the possibility of such damages. Under no circumstances shall Global Direct, ISO, or Member be liable for any settlement amounts pertaining to Switched Transactions; Merchant's recourse therefore shall be to the applicable card issuer. Member shall not be responsible or liable to Merchant for any action taken by Member (or the results thereof) that is authorized by this Agreement.*
- 12.4. *It is agreed that in no event will Global Direct, ISO, or Member be liable for any claim, loss, billing error, imposition of any allegedly improper fee(s), damage or expense arising out of or relating in any way to this Card Services Agreement which is not reported in writing to Global Direct by Merchant within 60 days of such failure to perform, or, in the event of a billing error or the imposition of any allegedly improper fee(s), within 90 days of the date of the invoice or applicable statement. Merchant expressly waives any such claim that is not brought within the time periods stated herein.*
- 12.5. *Global Direct agrees to maintain commercially reasonable levels of insurance coverage during the term of the Card Services Agreement consistent with the scope and nature of its business and applicable industry best practices. Upon reasonable request, Global Direct shall deliver a certificate of insurance reflecting its then-current policy coverage and carriers.*

13. **TERM AND TERMINATION.**

- 13.1. This Card Services Agreement shall remain in full force and effect for an initial term of one year from the Effective Date (the "Initial Term"); provided, however, that if Merchant is receiving these Terms and Conditions as an amendment to an existing Card Services Agreement, the amendment shall not affect the then-existing term. The Card Services Agreement will automatically renew for additional one-year periods ("Renewal Term" or "Renewal Terms", and together with the Initial Term, the "Term") unless Merchant gives 30 days' advance written notice of termination prior to the end of the then-current term. This Card Services Agreement is expressly made subject to the limitations of the Merchant's state constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multiyear fiscal obligation or an obligation of future appropriations by Merchant, contrary to the any constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Card Services Agreement, with respect to any financial obligation of Merchant which may arise under this Card Services Agreement in any fiscal year, if the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Card Services Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the Merchant.
- 13.2. Notwithstanding the foregoing, Global Direct or Member may terminate or suspend performance of this Card Services Agreement or any portion thereof upon written notice to Merchant. Furthermore, Global Direct may terminate this Card Services Agreement at any time without notice upon Merchant's default in performing under any provision of this Card Services Agreement; upon an unauthorized conversion of all or any part of Merchant's activity to mail order, telephone order, Internet order, or to any activity

where the card is not physically present and swiped through the Merchant's terminal or other card reader; upon any failure to follow the Card Acceptance Guide or any Card Association Rules, upon any misrepresentation by Merchant; upon commencement of bankruptcy or insolvency proceedings by or against the Merchant; upon a material change in the Merchant's average ticket or volume as stated in the Merchant Application; where the rules or regulations of any card association require that Member and/or Global Direct terminate and/or suspend this Card Services Agreement; or in the event Global Direct or Member reasonably deems itself insecure (including, without limitation, credit, operational, reputational, financial, technological, security and/or fraud risk or exposure) in continuing this Card Services Agreement.

13.3. In addition, a termination by Global Direct shall serve as a termination of the entire Card Services Agreement, including with regard to any ACH Transaction Services provided hereunder. In the event that Global Direct and Member breach the terms and conditions hereof, the Merchant may, at its option, give written notice to Global Direct and Member of its intention to terminate this Card Services Agreement unless such breach is remedied within 30 days of such notice. Failure to remedy such a breach shall make this Card Services Agreement terminable, at the option of the Merchant, at the end of such 30-day period unless notification is withdrawn.

13.4. Any Merchant deposit of sales or credit slips that is accepted by Global Direct and Member or by a designated depository after the effective date of termination will be returned to Merchant and will not be credited (or debited) to Merchant's Account(s). If the deposit has already been posted to Merchant's Account(s), said posting will be reversed and the deposit returned to Merchant. Termination of this Card Services Agreement shall not affect Merchant's obligations which have accrued prior to termination or which relate to any indebtedness purchased hereunder prior to termination, including but not limited to chargebacks or liability assessments imposed, received, or processed after termination. In the event of termination, all equipment leased from, and software provided by, Global Direct including but not limited to imprinters, terminals, and printers; all supplies; Card Acceptance Guides; and operating instructions must be returned immediately to Global Direct at Merchant's expense.

14. **RETURNED ITEMS/CHARGEBACKS.** If a cardholder disputes any transaction, if a transaction is charged back for any reason by a cardholder or the card issuing institution, or if Global Direct or Member has any reason to believe an indebtedness previously purchased is questionable, not genuine, or is otherwise unacceptable, the amount of such indebtedness may be charged back and deducted from any payment due to Merchant or may be charged against any of Merchant's Accounts or the Reserve Account (as defined below). Merchant acknowledges and agrees that it is bound by the Card Association Rules with respect to any chargeback. Merchant further acknowledges that it is solely responsible for providing Global Direct and Member with any available information to re-present a chargeback and that, regardless of any information it provides or does not provide Global Direct and Member in connection with a chargeback, or any other reason, Merchant shall be solely responsible for the liability related to such chargeback. If any such amount is uncollectible through withholding from any payments due hereunder or through charging Merchant's accounts or the Reserve Account, Merchant shall, upon demand by Global Direct, pay Global Direct the full amount of the chargeback. Merchant understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales slips can be returned or charged back to Merchant like any other item hereunder.

15. **RESERVE ACCOUNT; HOLDBACK RIGHTS.**

15.1. At any time, Global Direct and Member may, at their option, establish a reserve account to secure the performance of Merchant's obligations under this Card Services Agreement to such party ("**Reserve Account**"). The Reserve Account may be funded, at Global Direct's sole discretion, through any or all of the following: (a) direct payment by Merchant—at the request of Global Direct or Member, Merchant will deposit funds in the Reserve Account; or (b) the proceeds of indebtedness presented for purchase. Merchant hereby grants Member a security interest in all accounts referenced in section 5 or any other accounts, including certificates of deposits, maintained by Merchant with any designated depository or other financial institution and authorizes Global Direct (to the extent authorized by Member) or Member to make such withdrawals at such times and in such amounts as it may deem necessary hereunder. Merchant hereby instruct said financial institutions to honor any requests made by Global Direct and Member under the terms of this provision. To the extent not prohibited under applicable law, Merchant will hold harmless the financial institutions and indemnify them for any claims or losses they may suffer as a result of honoring withdrawal requests from Global Direct and Member.

15.2. Merchant hereby agrees that Global Direct and Member may deduct from this Reserve Account any amount owed to such party in accordance with this Card Services Agreement. Any funds in the Reserve Account may be held until the later of (a) the expiration of any potentially applicable chargeback rights in respect of purchased indebtedness under the Card Association Rules or (b) the period necessary to secure the performance of Merchant's obligations under this Card Services Agreement, which holding period may extend beyond termination of this Card Services Agreement. Merchant shall have no ownership interest or property rights in the Reserve Account or the funds therein, will not receive any interest on funds being held in a Reserve Account, and has no right to access the funds being held in the Reserve Account or otherwise transfer, pledge or use these funds for its own purposes. Without limiting the generality of the foregoing, upon termination of this Card Services

Agreement, Global Direct and Member may maintain the sum of at least five percent of gross sales for the 90-day period prior to termination to be held in a Reserve Account in accordance with the terms of this Card Services Agreement. Global Direct may, at its discretion upon termination of this Card Services Agreement, require that the Merchant maintain more than five percent of gross sales for the 90-day period prior to termination in a Reserve Account.

- 15.3. In addition to any of the other rights granted to Global Direct and Member hereunder, in the event that Global Direct and/or Member, at any time during the term of this Card Services Agreement, determine in its or their commercially reasonable discretion that it may be prudent or necessary to do so as a result of any unusual, suspicious, or risk-exposing activity (including, without limitation, money laundering, invalid sales transactions, counterfeit transactions, altered or duplicate transactions, activity related to a suspected data compromise event or other breach of security standards, or excessive chargebacks), then Member or Global Direct on behalf of Member may, without notice, hold funds otherwise payable to Merchant for such period as Global Direct and/or Member, in its or their commercially reasonable discretion, deem necessary, to provide security against liability for such activity, plus other costs or liabilities reasonably anticipated to be due to Global Direct and/or Member related to the same. To the extent (i) the investigation conducted by Global Direct and/or Member with respect to the unusual, suspicious, or risk-exposing activity determines that such activity is reasonably likely to result in amounts being due from you to Global Direct and/or Member, and
- (ii) Global Direct and/or Member require the establishment, replenishment, or increase of a Reserve Account in connection therewith, then the funds held may be used to fund such Reserve Account.

16. DEFAULT/SECURITY INTEREST.

- 16.1. Upon failure by Merchant to meet any of its obligations under this Card Services Agreement (including funding the Reserve Account), any of the accounts referred to in section 5 may be debited without notice to Merchant, and Merchant (on behalf of itself and its affiliated entities) hereby grants to Member, Global Direct a lien and security interest in all of Merchant's right, title and interest in or to any of the following assets or properties, if any: (a) all of the accounts referenced in the preceding sentence, (b) the Reserve Account (without in any way suggesting that Merchant has ownership interest or property rights in the Reserve Account or the funds therein), (c) any rights to receive credits or payments under this Card Services Agreement and (d) all deposits and other property of Merchant that Member or its affiliates possess or maintain (including all proceeds of the foregoing). Merchant shall execute, acknowledge or deliver any documents or take any actions Member, Global Direct may from time to time request to better assure, preserve, protect, perfect, maintain or enforce this security interest. To the extent not prohibited by law, Merchant irrevocably authorizes Member, Global Direct to file any financing statements (at Merchant's expense) in any relevant jurisdiction or any other documents or instruments related to this security interest. Except as provided in section 15 (relating to the Reserve Account), Merchant represents and warrants that (a) Merchant has good and valid rights and title to the property described herein, (b) Merchant has full power and authority to grant to Member the security interest pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Card Services Agreement, without the consent or approval of any other person or entity, (c) no other person or entity has a security interest or lien in any of the property described herein and (d) this security interest is a first lien security interest and secures Merchant's obligations to Member under this Card Services Agreement. Member shall have all rights of a secured party and Merchant must obtain the prior written consent of Member before granting any subsequent security interest or lien in the property described herein. Merchant agrees that it is Merchant's intent that these accounts and secured property shall to the extent allowed by applicable law not be subject to any preference, claim, or stay by reason of any bankruptcy or insolvency law. Merchant agrees to act consistently with the understanding that said accounts and secured property under this Card Services Agreement are free of all such preferences, claims or stays by reason of and as allowed by any such law. The scope of the security interest, and Merchant's (on behalf of itself and its affiliated entities) instructions to its financial institutions to accept withdrawal requests from Global Direct, Member, and Merchant's agreement to hold such institutions harmless and to indemnify them, to the extent not prohibited under applicable law, are described above in section 15.
- 16.2. Merchant also agrees that, in the event of a default by Merchant, Member has rights of setoff and recoupment and may apply any of Merchant's balances or any other monies due Merchant from Member towards the payment of amounts due from Merchant under the terms of this Card Services Agreement. The rights stated herein are in addition to any other rights Global Direct or Member may have under applicable law.

17. DISPUTE RESOLUTION AND CLASS ACTION WAIVER

- 17.1. Any litigated action regarding, relating to or involving the validity, scope and/or enforceability of this Card Services Agreement, shall be brought in either the courts of the state of Georgia sitting in Muscogee County or the United States District Court for the Middle District of Georgia, and Merchant and Global Direct expressly agree to the exclusive jurisdiction of such courts. Merchant and Global Direct hereby agree and consent to the personal jurisdiction and venue of such courts, and expressly waive any objection that Merchant or Global Direct might otherwise have to personal jurisdiction or venue in such courts.
- 17.2. ***Class Action Waiver: Merchant acknowledges and agrees that all disputes arising out of or related to this Card Services Agreement shall be resolved on an individual basis without resort to any form of class action and shall not be***

consolidated with the claims of any other parties. Merchant further agrees to waive, and hereby waives, the right to participate in a class action or to litigate or arbitrate on a class wide basis.

- 17.3. Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Requirements Guide (the "**American Express Guide**").
18. **AMENDMENTS.** Global Direct shall have the right to modify or amend the terms and conditions of this Card Services Agreement or the Card Acceptance Guide, including, without limitation, the right to modify, amend, or supplement applicable fees, charges, and/or discounts. Modifications and amendments related to changes to the Card Association Rules, changes to the fees charged by the card associations, Member, or other third parties, or in response to changes in applicable laws or regulations (collectively, a "**Third Party Change**") may be made effective immediately, with or without notice. Modifications or amendments unrelated to a Third Party Change shall be effective upon the date specified in a notice to the Merchant (the "**Change Notice**"), provided that the date shall not be fewer than five business days after the date of such Change Notice. Following the Effective Date, in the event of any modification or amendment not related to a Third Party Change, Merchant shall have the right to terminate this Card Services Agreement, without liability for premature termination pursuant to section 13, by providing written notice thereof to Global Direct, provided that such notice must be given within five business days following the date of the Change Notice. If Merchant provides written objection to such changes or amendments, Merchant shall have 15 calendar days from receipt of such changes or amendments to provide written notice to Global Direct of its desire to terminate this Card Services Agreement. Following receipt of such written notice, the amendments communicated by Global Direct or Member shall not take effect, and the Card Services Agreement shall continue under the prior terms for a period of up to 30 days. At the end of such 30-day period, this Card Services Agreement shall terminate and Merchant's ability to utilize the Services will cease. Other than the amendments set forth above, this Card Services Agreement may be amended only in writing signed by Global Direct, Member, and Merchant.
19. **WAIVER.** No provision of this Card Services Agreement shall be deemed waived by any party unless such waiver is in writing and signed by the party against whom enforcement is sought. No failure to exercise, and no delay in exercising on the part of any party hereto, any right, power or privilege under this Card Services Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Card Services Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.
20. **EXCHANGE OF INFORMATION.** Merchant authorizes Global Direct to order a credit report on Merchant. Merchant hereby authorizes Member or any depository institution to release any financial information concerning Merchant or its accounts to Global Direct. Subsequent credit reports may be ordered in connection with updating, renewing or continuing this Card Services Agreement. Upon the written request of any individual who is the subject of a consumer credit report, Global Direct will provide the name and address of the consumer credit reporting agency furnishing such report, if any. Global Direct may exchange information about Merchant with Member, other financial institutions and credit card associations, network organizations and any other party. Merchant hereby authorizes Global Direct to disclose information concerning Merchant's activity to any card association, network organizations, or any of their member financial institutions, or any other party without any liability whatsoever to Merchant.
21. **SEVERABILITY; CONSTRUCTION.** If any provision of this Card Services Agreement or portion thereof is held to be unenforceable, such a determination will not affect the remainder of this Card Services Agreement. Paragraph headings are included for convenience only and are not to be used in interpreting this Card Services Agreement.
22. **NOTICES.** All notices from Merchant to Global Direct or Member under this Card Services Agreement shall be in writing and shall be sent by facsimile, by overnight carrier, or by regular or certified mail. All notices sent to Global Direct or Member shall be effective upon actual receipt by the Corporate Secretary of Global Payments Direct, Inc., 3550 Lenox Road NE, Suite 3000, Atlanta GA 30326. Any notices from Global Direct or Member to Merchant under this Card Services Agreement shall be effective upon the earlier of actual receipt or upon sending such notice to the address provided by Merchant in the Merchant Application or to any other e-mail or physical address to which notices, statements and/or other communications are sent to the Merchant hereunder or via electronic posting or notification accessible to Merchant on Global Direct's Merchant Portal (<https://reporting.globalpay.com/login>) or any successor online reporting tool. The parties hereto may change the name and address of the person to whom notices or other documents required under this Card Services Agreement must be sent at any time by giving notice to the other party.
23. **MERGER.** This Card Services Agreement, including these Card Services Terms & Conditions and the Merchant Application, constitutes the entire agreement between Merchant, Global Direct, and Member and supersedes all prior memoranda or agreements relating thereto, whether oral or in writing.
24. **EFFECTIVE DATE.** If Merchant is receiving these Terms and Conditions as an amendment to an existing Card Services Agreement, the Terms and Conditions shall be effective upon receipt. Otherwise, this Card Services Agreement shall become effective only upon acceptance by Global Direct and Member, or upon delivery of indebtedness at such locations as designated by Global Direct for purchase, whichever event shall first occur. In either event, such date is referred to herein as the "**Effective Date.**"

25. **DESIGNATION OF DEPOSITORY.** The financial institution set forth in the Merchant Application is designated by Merchant as a depository institution ("**Depository**") for its credit card indebtedness. Such financial institution must be a member of an Automated Clearing House Association. Merchant authorizes payment for indebtedness purchased hereunder to be made by paying Depository therefore with instructions to credit Merchant's Accounts. Depository, Member, and/or Global Direct may charge any of Merchant's Accounts at Depository for any amount due under this Card Services Agreement. Global Direct must approve in writing any proposed changes to the Account(s) or to the Depository. Merchant represents and warrants that: (a) the Account(s) will always be in the same legal and DBA (if applicable) name as Merchant's name on the Merchant Application; (b) Merchant will own and maintain control of the Account(s) and will keep such Account(s) open at all times during the term and as long as any Reserve Account is in effect; and, (c) the Account(s) will not be associated with any merchant processing activity that is illegal or prohibited by the Card Association Rules or Applicable Law, including without limitation merchant processing activity associated with other accounts and/or processors. Merchant hereby authorizes Depository to release any and all account information to Global Direct as Global Direct may request without any further authorization, approval or notice from or to Merchant.
26. **FINANCIAL ACCOMMODATION.** The acquisition and processing of sales slips hereunder is a financial accommodation and, as such, in the event Merchant becomes a debtor in bankruptcy, this Card Services Agreement cannot be assumed or enforced, and Global Direct and Member shall be excused from performance hereunder.
27. **AUTHORIZED USERS.** To the extent Merchant is granted electronic access to any systems or portals of Global Direct, Merchant shall be responsible for (i) ensuring that only authorized users of such systems or portals access the same; (ii) keeping all logins, user names, and passwords confidential; and (iii) promptly notifying Global Direct of any unauthorized access of such logins, user names, or passwords; and (iv) all actions taken by anyone using such access, logins, user names, or passwords, even if such actions were not authorized by Merchant.
28. **TAXES.** Merchant shall be solely responsible for the calculation, collection, and remittance of any sales tax imposed by any government authority in connection with the provision of Merchant's goods or services. Unless Merchant is otherwise exempt (and can prove such exemption to Global Direct and/or Member's satisfaction), Merchant agrees to pay all taxes imposed on the services, equipment, or other property provided to Merchant pursuant to this Agreement.
29. **REPORTING.** Merchant acknowledges that, under the Card Association Rules, certain merchant activity and terminations of merchant processing agreements may result in Global Direct or Member reporting merchants and their principals for inclusion on a terminated merchant file (e.g., the "MATCH" list). Merchant, on behalf of itself and its principals, hereby consents to such reporting and waives any claim related to the same, even in instances where Merchant or its principals believe that reporting to have been improper or in error.
30. **RELATIONSHIP OF THE PARTIES.** Merchant designates Global Direct and Member as its agent to receive payments for transactions processed pursuant to this Card Services Agreement. Neither Global Direct nor Member, however, shall be considered a partner or fiduciary to Merchant, and nothing in this Card Services Agreement or the rendition of services related to this Card Services Agreement shall be deemed to create a joint venture, partnership, or fiduciary relationship between or among the parties. Rather, the relationship among the parties to this Card Services Agreement is an arm's length commercial relationship.
31. **DEBIT / ATM PROCESSING SERVICES: ADDITIONAL TERMS AND CONDITIONS.**
- 31.1. Debit Sponsor shall act as Merchant's sponsor with respect to the participation of point-of-sale terminals owned, controlled, and/or operated by Merchant (the "**Covered Terminals**") in each of the following debit card networks ("**Debit Networks**"): Accel, AFFN, Alaska Option, CU24, Interlink, Maestro, NYCE, Pulse, Shazam, Star, and Tyme, which Debit Networks may be changed from time-to-time by Debit Sponsor or Global Direct without notice. Merchant may also have access to other debit networks that do not require a sponsor. Global Direct will provide Merchant with the ability to access the Debit Networks at the Covered Terminals for the purpose of authorizing debit card transactions from cards issued by the members of the respective Debit Networks. Global Direct will provide connection to such Debit Networks, terminal applications, settlement, and reporting activities.
- 31.2. Merchant will comply with all Applicable Laws and with all by-laws, regulations, rules, and operating guidelines of the Debit Networks ("**Network Rules**"). Merchant will execute and deliver any application, participation, or membership agreement or other document necessary to enable Debit Sponsor to act as sponsor for Merchant in each Debit Network. Merchant agrees to utilize the debit card Services in accordance with the Card Services Agreement, its exhibits or attachments, and Global Direct's instructions and specifications (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement), and to provide Global Direct with the necessary data in the proper format to enable Global Direct to properly furnish the Services. Copies of the relevant agreements or operating regulations shall be made available to Merchant upon request.
- 31.3. Merchant shall not in any way indicate that Debit Sponsor endorses Merchant's activities, products, or services. Debit Sponsor and Merchant are and shall remain independent contractors of one another, and neither they, nor their respective individual employees, shall have or hold themselves out as having any power to bind the other to any third party. Nothing contained in this

section shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Debit Sponsor and Merchant.

- 31.4. In the event that Debit Sponsor's sponsorship of Merchant in any Network is terminated prior to the termination of the Card Services Agreement, Global Direct may assign Debit Sponsor's rights and obligations hereunder to a third party. All provisions in this section necessary to enforce the rights and obligations of the parties contained in this section shall survive the termination of Debit Sponsor's debit sponsorship of Merchant under the Card Services Agreement. Debit Sponsor may assign this Agreement to any parent, subsidiary, affiliate, or successor-in-interest.

32. **MERCHANT ACCEPTANCE OF EBT TRANSACTIONS: ADDITIONAL TERMS AND CONDITIONS.** If Merchant accepts EBT transactions (as defined in section 2, Services Descriptions), Merchant agrees to issue Benefits to Recipients in accordance with the procedures specified herein, and in all documentation and user guides provided to Merchant by Global Direct, as amended from time-to-time (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement); and pursuant to the Quest Operating Rules (the "**Quest Rules**"), as amended from time-to-time, issued by the National Automated Clearing House Association as approved by the Financial Management Service of the U.S. Treasury Department. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed them in the Rules. Merchant will provide each recipient a receipt of each Benefit issuance. Merchant will be solely responsible for Merchant's issuance of Benefits other than in accordance with authorizations. Merchant agrees to comply with all the requirements, laws, rules and regulations pertaining to the delivery of services to Benefit Recipients and Benefit Recipient confidentiality. If Merchant issues FS Benefits under this Card Services Agreement, Merchant represents and warrants to Global Direct that Merchant is an FNS-authorized "**Merchant**" (as such term is defined in the Rules) and is not currently suspended or disqualified by FNS. Merchant agrees to secure and maintain at its own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the issuance and distribution of Benefits under this Card Services Agreement, including without limitation, any applicable franchise tax certificate and non-governmental contractor's certificate, and covenants that Merchant will not issue Benefits at any time during which Merchant is not in compliance with the requirements of any applicable law. Merchant agrees to hold Global Direct harmless from any costs of compliance or failure to comply with any such obligation by Merchant. Global Direct may terminate or modify the provision of Services to Merchant if any of Global Direct's agreements with government EBT agencies are terminated for any reason or if any party threatens to terminate services to Global Direct due to some action or inaction on the part of Merchant. If any of these Card Services Terms & Conditions are found to conflict with Federal or State law, regulation or policy of the Rules, these Card Services Terms & Conditions are subject to reasonable amendment by Global Direct, the State or its EBT Service Provider to address such conflict upon 90 days written notice to Merchant, provided that Merchant may, upon written notice, terminate the Card Services Agreement upon receipt of notice of such amendment. Nothing contained herein shall preclude the State from commencing appropriate administrative or legal action against Merchant or for making any referral for such action to any appropriate Federal, State, or local agency. Any references to "**State**" herein shall mean the State in which Merchant issues Benefits pursuant hereto. If Merchant issues Benefits in more than one State pursuant hereto, then the reference shall mean each such State severally, not jointly.

33. **DECLINE MINIMIZER SERVICES.** In the event that Merchant elects to use Global Direct's Decline Minimizer Service (as defined herein below), the following terms apply. Merchant represents and warrants that its business is of such a nature that it periodically needs to receive updated cardholder account information and that Merchant does not belong to any high-risk categories as determined by any Card Schemes. In consideration of Merchant's payment of any fees and charges set forth herein, Global Direct agrees to provide to Merchant certain Card decline minimizer services facilitated by applicable card associations, which services are designed to assist merchants in recurring payment industries with maintenance of current cardholder account data (such services, the "**Decline Minimizer Services**"). The Decline Minimizer Services are subject to availability as determined by the card associations. Merchant acknowledges that a card association may terminate or suspend Global Direct's ability or right to provide the Decline Minimizer Services, and Global Direct may terminate its obligations with respect to the Decline Minimizer Service at any time upon notice to Merchant. The Decline Minimizer Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant in accordance with this Agreement.

34. **CALLPOP OPENEDGE SERVICES.**

- 34.1. Global Direct offers hardware and services, which may include but are not limited to, phone/fax to VOIP smart box converter, phone analytics, two-way calling, call notes and call history, quick text for incoming and missed calls, reviews via text, text to pay, smart caller ID, reporting portal(s), and mobile application(s) among other things (collectively, the "**CallPop OpenEdge Services**") for Merchant's sole use with its internal business operations.
- 34.2. In the event that Merchant elects to use Global Direct's CallPop OpenEdge Services (as defined above), the following terms apply. In consideration of Merchant's payment of the fees and charges set forth in the Merchant Application with respect to Global Direct's CallPop OpenEdge Services, and subject to the terms and conditions herein, Global Direct agrees to provide Merchant certain CallPop Services and hereby grants Merchant a limited, non-exclusive, non-sublicensable, non-transferable license in the United States of America to access and use the CallPop Open Edge Services (as defined above) solely for Merchant's internal business operations. Merchant shall not and shall not permit or authorize any other party to (a) decompile, disassemble, reverse engineer, or otherwise attempt to discern the source code of the CallPop OpenEdge Services; or (b) copy,

modify, enhance, or otherwise create derivative works of the CallPop OpenEdge Services. Either party may terminate or suspend the CallPop OpenEdge Services without terminating the rest of the Agreement pursuant to the termination and/or suspension rights specified in the Agreement. Notwithstanding the foregoing, Global Direct may terminate its obligations with respect to the CallPop OpenEdge Services at any time upon notice to Merchant. The CallPop OpenEdge Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant in accordance with this Agreement.

34.3. ***Notwithstanding anything to the contrary herein, excepts as expressly provided herein, Global Direct makes no representation or warranty, express or implied with respect to the CallPop OpenEdge Services, including without limitation, any hardware provided in connection therewith. Global Direct specifically disclaims all warranties as to the merchantability, condition, design, or compliance with specifications or standards, and expressly disclaims all implied warranties, including without limitation implied warranties of merchantability, fitness for a particular use, or noninfringement of third party rights, with respect to the CallPop OpenEdge Services. Global Direct does not warrant that the CallPop OpenEdge Services will operate without interruption or on an error-free basis. Global Direct shall have not liability to Merchant for incidental, special, consequential, indirect or exemplary damages, including without limitation lost profits, revenues and business opportunities, or damages for injury to person or property, arising out of or in connection with the use by Merchant of the CallPop OpenEdge Services.***

35. **DISCOVER PROGRAM MARKS.** Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logos that identify Discover cards ("**Discover Program Marks**"). Merchant is prohibited from using the Discover Program Marks other than as expressly authorized in writing by Global Direct. Merchant shall not use the Discover Program Marks other than to display decals, signage, advertising and other forms depicting the Discover Program Marks that are provided to Merchant by Global Direct pursuant to this Card Services Agreement or otherwise approved in advance in writing by Global Direct. Merchant may use the Discover Program Marks only to promote the services covered by the Discover Program Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Discover Program Marks. Merchant recognizes that it has no ownership rights in the Discover Program Marks and shall not assign to any third party any of the rights to use the Discover Program Marks.

36. **PAYPAL MARKS.** PayPal Marks means the brands, emblems, trademarks, and/or logos that identify PayPal Acceptance. Merchant shall not use the PayPal Marks other than to display decals, signage, advertising, and other forms depicting the PayPal Marks that are provided to Merchant by Global Direct pursuant to the Merchant Program or otherwise approved in advance in writing by Acquirer. Merchant may use the PayPal Marks only to promote the services covered by the PayPal Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the PayPal Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the PayPal Marks. Merchant recognizes that it has no ownership rights in the PayPal Marks. Merchant shall not assign to any third party any of the rights to use the PayPal Marks. Merchant is prohibited from using the PayPal Marks, not permitted above, unless expressly authorized in writing by PayPal.

37. **AMERICAN EXPRESS CARD ACCEPTANCE.**

37.1. If Merchant accepts American Express transactions, Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Guide is hereby incorporated by reference into this Card Services Agreement. In addition, Merchant agrees to comply with the terms of all other security and operational guides published by American Express from time to time, including the American Express Data Security Requirements. Merchant hereby authorizes Global Direct to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the American Express Guide sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Card Services Agreement. For the avoidance of doubt, "**cardholder**" as used in this Card Services Agreement shall include Card Members as defined in the American Express Guide.

37.2. Merchant hereby acknowledges and agrees that (i) Global Direct may disclose American Express Transaction Data (which for purposes of this section 37 shall have the same definition as "**Transaction Data**" in the American Express Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Card Services Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing

communications, Merchant may contact Global Direct customer service as described in this Card Services Agreement. For purposes of this section 37, "**Merchant Data**" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

- 37.3. Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "**High Charge Volume Merchant**" for purposes of this section 37 means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.
- 37.4. Merchant shall not assign to any third party any American Express-related payments due to it under this Card Services Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to Global Direct, its affiliated entities and/or any other cash advance funding source that partners with Global Direct or its affiliated entities, without consent of American Express.
- 37.5. In connection with Merchants acceptance of American Express, Merchant agrees to comply with and be bound by, the rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard). Merchant hereby agrees to report all actual or suspected Data Incidents (as such term is defined in the American Express Data Security Requirements) immediately to Global Direct and American Express immediately upon discovery thereof.
- 37.6. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce the Card Services Agreement against Merchant to the extent applicable to American Express processing. Merchant's termination of American Express card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact Global Direct customer service as described in this Card Services Agreement.
- 37.7. Without limiting any other rights provided herein, Global Direct shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any American Express Card Member for any purchase or payment on the American Express card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the American Express Guide.

38. **ELECTRONIC SIGNATURES.**

- 38.1. Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Card Services Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (1) your electronic signature is associated with the Card Services Agreement and related documents, (2) you consent and intend to be bound by the Card Services Agreement and related documents, and (3) the Card Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Card Services Agreement and all related electronic documents shall be governed by the provisions of E-Sign.
- 38.2. By pressing Submit, you agree (i) that the Card Services Agreement and related documents shall be effective by electronic means, (ii) to be bound by the terms and conditions of this Card Services Agreement and related documents, (iii) that you have the ability to print or otherwise store the Card Services Agreement and related documents, and (iv) to authorize us to conduct an investigation of your credit history with various credit reporting and credit bureau agencies for the sole purpose of determining the approval of the applicant for merchant status or equipment leasing. This information is kept strictly confidential and will not be released.

39. **SURCHARGES/OTHER FEES.**

- 39.1. Merchant pricing appears in the Card Services Fee Schedule of the Merchant Application. Merchant may also be charged certain fees and assessments established by the card associations and debit networks which are described in more detail at

<https://www.globalpaymentsinc.com/ratetable>. T&E merchants (airline, car rental, cruise line, fast food, lodging, restaurant, travel agent, transportation) may have separate rates quoted for consumer and commercial (business) transactions. Transactions that do not clear as priced are subject to surcharges (as outlined in Merchant Application) that are billed back to you on your monthly statement. The most predominant market sectors and transactions types for surcharges appear below, however, such sectors and transaction types are not comprehensive and are subject to change. Most surcharges can be avoided by using a product that supports authorization and market data requirements established by the card associations and that are subject to change from time to time. Some surcharges occur on specific types of cards (including without limitation Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and "foreign" cards issued outside the United States). Unless your Card Services Fee Schedule specifically addresses commercial cards (i.e., Business Cards, Corporate Cards, Fleet Cards, GSA Cards, Purchase Cards), you will be billed back for the higher cost of acceptance of commercial cards, unless you are primarily a business-to-business supplier with corresponding pricing based on acceptance of commercial cards. The card associations require that information from the original authorization, including a lifecycle identifier, be retained and returned with subsequent authorizations and/or the settled transaction data. The card associations validate this information as part of the clearing and settlement process. If authorization data is not retained and returned at settlement, then the transaction will not clear as priced and will incur a surcharge. For more information concerning surcharging and to view market data, you may wish to check the Global Direct website (www.globalpaymentsinc.com) for best practices information and to license Global Access @dvantage (GA@) or Business View for transaction detail review.

- 39.2. The card associations validate this information as part of the clearing and settlement process. If authorization data is not retained and returned at settlement, then the transaction will not clear as priced and will incur a surcharge. For more information concerning surcharging and to view market data, you may wish to check the Global Direct website (www.globalpaymentsinc.com) for best practices information and to license Global Access @dvantage (GA@) or Business View for transaction detail review. The items listed in this section 39 are not and are not intended to be a comprehensive list of all instances in which surcharges may apply. Surcharges may apply in additional situations. All surcharges may include additional fees assessed by the applicable card association and Member or Global Direct.
- 39.3. In addition, Merchant may be assessed additional fees which will be in addition to the fees stated on the Merchant Application, including the following:
- 39.4. Merchant will also be assessed (a) Cross-Border fees and a U.S. Acquirer Support fee for international Mastercard and Maestro transactions, (b) an International Service Assessment fee and International Acquirer fee for international Visa transactions, and (c) an International Processing fee and International Service fee for international Discover transactions. These fees, which are applicable to transactions between Merchant and a non-U.S. Mastercard, Maestro, Visa, American Express, or Discover cardholder will be displayed as a separate item on Merchant's monthly statement and may include fees assessed by both the applicable card association and Member or Global Direct.
- 39.5. Merchant will also be assessed per transaction access or participation fees and assessment rates for Visa, Mastercard, American Express, Discover and PayPal transactions, which will be displayed as a separate item on Merchant's monthly statement and may include fees by both the applicable card association and Member or Global Direct. Merchant will also be assessed a Discover Network Authorization Fee.
- 39.6. Merchant may also be assessed a PCI DSS Compliance fee, which will appear as a separate item on Merchant's monthly statement. This fee is assessed by Member and Global Direct in connection with Member and Global Direct's efforts to comply with the PCI Data Security Standard and does not ensure Merchant's compliance with the PCI Data Security Standard or any law, rule or regulation related to cardholder data security. The payment of such fee shall not relieve Merchant of its responsibility to comply with all rules and regulations related to cardholder data security, including without limitation the PCI Data Security Standard. Merchant may also be assessed a PCI DSS Non-Compliance fee until they validate compliance or confirm they are using a PA DSS Validated payment application.
- 39.7. Merchant will also be assessed the following fees on or related to Visa transactions: the Visa Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch, the Visa Zero Floor Limit Fee, which will be assessed on settled transactions that were not authorized, the Visa Zero Dollar Verification fee, which will be assessed on transactions where Merchant requested an address verification response without an authorization, the Visa Transaction Integrity fee, which will be assessed on Visa signature debit and prepaid transactions that fail to meet processing and transaction standards defined by Visa, and a monthly fee based on the number of card present Merchant locations by Merchant taxpayer identification number and/or all Visa volume processed by a Merchant's taxpayer identification number. Merchant will also be assessed a Mastercard CVC2 Transaction fee and the Mastercard Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch or not properly reversed within 120 days, and an acceptance and licensing fee that will be applied to the Merchant's total U.S.

Mastercard sales volume. These fees will be displayed as separate items on Merchant's monthly statement, provided that the acceptance and licensing fee may be included with Merchant's Mastercard assessment fees, and may include fees assessed by both the applicable card association and Member or Global Direct.

SURCHARGES FOR PREDOMINANT MARKET SECTORS Retail/Restaurant Electronic Merchant

If you are a Retail Merchant or a Restaurant Merchant with retail-only pricing (no Business Card Rate) and utilize a certified terminal product or electronic system or the payment application provided by Global Direct or its partner, which is designed for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation retail commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and all Commercial Cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for No Signature Required [NSR] program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions unless a Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or, Bar/Tavern (MCC 5513), Beauty/Barber Shop (MCC 7230), or Taxi/Limousines (MCC 4121).
- The electronic authorization amount must be equal to the transaction amount on Discover retail transactions except that Taxi Limousines (MCC 4121) and Beauty/Barber Shop (MCC 7230) merchant transactions may vary up to 20%. Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or Bar/Tavern (MCC 5513) transactions may vary by more than 20% from the electronic authorization without incurring surcharges.

Restaurant Electronic Merchant

If you are a Restaurant Merchant MCC 5812 or Fast Food Merchant MCC 5814 and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.

Supermarket Electronic Merchant

If you are an approved (certified) supermarket merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Supermarket Credit Card and Supermarket Check Card. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

Emerging Market Electronic Merchant

If you qualify as an Emerging Market Merchant (as defined by Association guidelines from time to time) and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all the following requirements will be priced at the rates quoted. Any other transaction, including commercial card transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and non-magnetic stripe read foreign transactions will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. In addition, each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization.
- Settle and transmit batches same day via your terminal/electronic system.
- Provide market data as required. See Note.

NOTE: If card is not present and a magnetic stripe read does not occur, then Merchant may be required to comply with "Direct Marketer" market data requirements including AVS request on cardholder billing address at time of authorization. If card is present and cardholder signature is obtained, however the magnetic stripe is damaged, then Merchant may be required to obtain AVS match on cardholder billing address zip code.

MOTO Electronic Merchant

If you are a MOTO Merchant (non-magnetic swipe read transactions) and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate quoted. Any other transaction, including all foreign transactions and commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settle amount).
- Address Verification Request in authorization on cardholder billing address. For Discover transactions, Merchant must obtain full address verification request on street number and/or 9-digit postal code.
- CID verification for Discover merchants on non-recurring transactions.
- Purchase date (settled date) is ship date.
- Send order number with each transaction.
- Settle and transmit batches same day via your terminal/electronic system.
- Send level 3 data (line item detail, sales tax, customer code) with every eligible commercial card transaction.

NOTE: Card Not Present transactions involving one-time, recurring, or installment bill payment transactions are subject to additional card association requirements which must be complied with to avoid surcharges. Electronic commerce transaction requirements are also subject to additional card association requirements which must be complied with to avoid surcharges. Please refer to Card Acceptance Guide for additional requirements.

NOTE: Transactions which utilize our TouchTone Capture system for authorizations and settlement, settle beyond 48 hours, or are not transmitted via the TouchTone Capture system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

Public Sector Electronic Merchant

If you are an approved (certified) public sector merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Public Sector. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

Purchase Card Electronic Merchant

If you are a Purchase Card Merchant (non-magnetic swipe read transactions) and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets the following requirements will be priced at the rate quoted. Each Visa transaction not processed as outlined but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Each Visa business and commercial card transaction will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Any other transaction that does not meet the following requirements, including without limitation foreign transactions, tax-exempt Visa Commercial transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settled amount).
- Address Verification Request in authorization on cardholder billing address.
- Purchase date (settled date) is ship date.
- Send order number (customer code) with each transaction.
- Send tax amount with every transaction.
- Send Level 3 data (line item detail) with every eligible commercial card transaction. Sales tax exempt transactions will not be considered to meet these requirements unless they include Level 3 data (line item detail).
- Settle and transmit batches same day via your terminal/electronic system.

Lodging/Auto Rental Electronic Merchant

If you are a Lodging or Auto Rental Merchant utilizing a terminal or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation non-magnetic stripe read foreign transactions, and transactions using Visa Rewards Card, Visa Signature Card,

Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic swipe read (card swipe/electronic imprint) at the time of check-in.
- Obtain additional electronic authorizations or send partial reversals to bring total authorized amount within 15% of settled amount. Authorizations must meet card association requirements.
- Obtain a cardholder signature for final transaction amount.
- Purchase Date is hotel check-out date/auto return date.
- Length of guest stay/rental in initial authorization.
- Hotel Folio/Rental Agreement Number and check-in date/check-out date transmitted with each transaction.
- Additional market data may be required for commercial card transactions to avoid surcharges. Lodging merchants who (1) accept credit cards for advance payment; (2) guarantee reservations using a credit card; or (3) provide express check-out services to guests, must comply with additional card association requirements for these services in addition to additional authorization and settlement market data requirements. Lodging merchants who subject charges to final audit and bill for ancillary/additional charges must comply with additional bank card association requirements for these services in addition to additional authorization and settlement market data requirements to avoid surcharges. These transactions may also be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Please see Card Acceptance Guide for requirements and best practices for these transactions. **Paper Deposit Merchant** Non-terminal/electronic paper deposit transactions will be priced at the rate quoted in the Card Services Fee Schedule of the Merchant Application.

Debit Card Merchant

Each debit card transaction will be assessed the network's acquirer fee in addition to the debit card per item fee quoted in the Card Services Fee Schedule of the Merchant Application.

Card Present / Mag Stripe Failure:

A magnetic stripe read is also referred to as an electronic imprint. If the magnetic stripe is damaged, then other validation means may be required to protect against counterfeit cards and merchant must obtain a manual imprint. Most products, including the payment application, if any, will prompt for cardholder billing zip code and perform an AVS check for a zip code match. CID verification is recommended for Discover key-entered transactions. Key-entered retail transactions are subject to higher interchange and surcharges.

The foregoing information regarding surcharging is not comprehensive and is subject to change by the card association. Additional or different rates or fees may apply based on the details of a subject transaction.

All questions regarding Card Services should be referred to Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA. 30326, or call: 1-800-367-2638. Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Contact information for Member is listed in the Merchant Application.

Global Payments Direct Inc. is a registered ISO of Wells Fargo Bank, N.A.

Debit sponsorship is provided by PB&T Bank, 301 West 5th Street, Pueblo, Colorado 81003 – 1(888)728-3550

Additional Owner/Officer Information Page for Merchant Processing Agreement (If Needed)

Note: Complete Owner / Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. Spaces 1 - 4 must be completed directly on the Merchant Processing Agreement; all additional owner/officer information may be provided on the Additional Owner/Officer Page as needed.

Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization.

Your Card Services Agreement is between Global Payments Direct, Inc. ("Global Direct"), the Merchant named above, and the Member named below ("Member"). Member is a member of Visa, USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ("Discover") and a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"). A copy of the Card Services Terms and Conditions, revision number Government Entities 08-20-GP-Direct-WF-GPI, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE CARD SERVICES TERMS & CONDITIONS.

By your signature below on behalf of Merchant, you certify that all information provided in this Merchant Application is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Terms and Conditions. In addition by your signature below on behalf of Merchant you authorize Global Direct and/or Open Edge Payments, LLC. to order a consumer credit report on you, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account.

Additional Owners

Complete Owner/Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. An owner or person with control listed, must be the one to accept the agreement at the end of this application.

| Name: | Title: | Equity Owned: | Date of Birth (mm/dd/yyyy): | Social Security #: | Home Phone #: |
|--|--------|---------------|-----------------------------|--------------------|---------------|
| Home Address: | | | City: | State: Zip Code: | Years There: |
| Former Address (if less than 1 year at current address): | | | City: | State: Zip Code: | Years There: |
| Name: | Title: | Equity Owned: | Date of Birth (mm/dd/yyyy): | Social Security #: | Home Phone #: |
| Home Address: | | | City: | State: Zip Code: | Years There: |
| Former Address (if less than 1 year at current address): | | | City: | State: Zip Code: | Years There: |
| Name: | Title: | Equity Owned: | Date of Birth (mm/dd/yyyy): | Social Security #: | Home Phone #: |
| Home Address: | | | City: | State: Zip Code: | Years There: |
| Former Address (if less than 1 year at current address): | | | City: | State: Zip Code: | Years There: |
| Name: | Title: | Equity Owned: | Date of Birth (mm/dd/yyyy): | Social Security #: | Home Phone #: |
| Home Address: | | | City: | State: Zip Code: | Years There: |
| Former Address (if less than 1 year at current address): | | | City: | State: Zip Code: | Years There: |
| Name: | Title: | Equity Owned: | Date of Birth (mm/dd/yyyy): | Social Security #: | Home Phone #: |
| Home Address: | | | City: | State: Zip Code: | Years There: |
| Former Address (if less than 1 year at current address): | | | City: | State: Zip Code: | Years There: |

Merchant's Signature:**Name (Printed):****Title:****Date:**

Hans-Josef Bruno Kalwitz

Finance Director

GOVERNMENT ENTITIES ADDENDUM A

1. **EQUIPMENT SELECTION AND RENTAL TERM.** This addendum to the Card Services Agreement (the "**Agreement**") to which it is attached governs the rental (the "**Rental**") of any point of sale equipment ("**Equipment**") by merchant ("**you**" or "**your**") under the Agreement, as indicated on the application pages or any subsequent order form (collectively, the "**Application**"). The Equipment is provided through OpenEdge Payments LLC, a subsidiary of Global Payments Direct, Inc. The initial term ("**Initial Term**") shall be set forth on the Application. After expiration of the Initial Term, the Rental shall be automatically extended for successive one month periods (each a "**Renewal**") on the same terms and conditions expressed herein, or as may be amended, unless you give written notice of termination at least 10 days prior to the expiration of the Initial Term or the then-current Renewal.
2. **FEES AND CHARGES.** Each item of Equipment selected by you, as well as its respective monthly rental charge and current replacement cost, are set forth on the Application. After the Initial Term, OpenEdge may increase rental charges at any time upon 60 days' written notice. You authorize OpenEdge to debit your merchant bank account for all charges incurred by you under the Agreement for the Equipment, including any charges incurred by OpenEdge on your behalf. If your account contains insufficient funds to accommodate such debit, you authorize OpenEdge to charge your account a 1½% per month service charge on all amounts that are not paid on the due date. You will be sent a statement indicating the amount debited to your account. If any amount due hereunder is not timely paid as provided herein, OpenEdge may, in addition to any other right or remedy which it may have under this Agreement or at law, terminate the Rental if you do not effect payment in full within 10 days of OpenEdge's written demand therefor. To the extent not prohibited by applicable law, you agree to reimburse OpenEdge for all costs and expenses, including reasonable attorneys' fees, incurred by OpenEdge in enforcing collection of any monies due it under the Agreement. To the extent not prohibited by applicable law, you shall reimburse OpenEdge for (or pay directly if instructed by OpenEdge) all charges and taxes that may now or hereafter be imposed or levied upon the rental, possession or use of the Equipment, excluding all taxes on or measured by OpenEdge's net income.
3. **TITLE AND LOSS.** Any rented Equipment is OpenEdge's property and will not become your property. Notwithstanding any attachment, such Equipment will remain personal property and not become a fixture. You will protect such Equipment from loss, theft, damage or any legal encumbrance. Title to rented Equipment, as well as all alterations or repairs made or parts added to such Equipment, shall remain in OpenEdge. You agree to give OpenEdge a security interest in all such Equipment, as applicable and as not prohibited by applicable law. At OpenEdge's request, you shall execute and deliver, at your expense, any security agreement or other document reasonably required to document or perfect OpenEdge's security interest in such Equipment, as applicable and as not prohibited by applicable law. It is understood and agreed that the rights of OpenEdge under such security interest shall be in addition to the rights and/or remedies otherwise available to Global Direct under the terms of this Agreement, and not in limitation thereof. Upon delivery of Equipment, you shall bear the entire risk of loss, theft, destruction of or damage to the Equipment or any portion thereof from any cause whatsoever ("**Loss or Damage**"), whether or not covered by insurance. No Loss or Damage shall relieve you from your obligations hereunder. OpenEdge shall provide you with operating instructions that will instruct you in the proper use of the Equipment, and you shall install, use and operate the Equipment only in such manner and in accordance with card association requirements. You are responsible for providing all necessary connections and other facilities and for paying all expenses of installing and operating the Equipment. You shall provide the Equipment with a suitable secure space and power for its proper operation. You shall provide all necessary infrastructure, including without limitation, power outlets, grounding and anti-static environments required for the safe and efficient operation of the Equipment in accordance with the specifications of OpenEdge and any other applicable specifications or regulations. You shall not move the Equipment, attach any devices, change your method of telecommunication (including but not limited to using Voice over IP (VoIP) technology) or install any software without OpenEdge's prior written consent. With respect to any item of Equipment rented to you by OpenEdge, you will not be liable for normal wear and tear; provided, however, that you will be liable to OpenEdge in the event that any rented item of Equipment is lost, destroyed, stolen or rendered inoperative. To the extent not prohibited by applicable law, you will indemnify OpenEdge against any loss arising out of, damage to or destruction of any item of Equipment for any cause whatsoever and for any

costs, expenses, and judgments OpenEdge may suffer, including reasonable attorneys' fees, arising from the use of the Equipment. The cryptographic keys loaded into the PIN Pad(s) by OpenEdge are used to encode and authenticate information. They are provided by OpenEdge in connection with meeting Card Association obligations and are the property of an authorized Card Association member and are not to be altered by you on any Equipment.

4. **SOFTWARE.** You acknowledge that the Equipment provided hereunder is embedded with proprietary technology ("**Software**"). Furthermore, the term "Software" includes any programs, applications or proprietary technology that is otherwise provided or made available to you under this Agreement, independent of Equipment. At all times, OpenEdge or its suppliers retain all rights to such Software, including, but not limited to updates, enhancements and additions. All material and information made available by OpenEdge, including but not limited to the Equipment and Software, shall be protected by you as confidential and proprietary information of OpenEdge and/or its suppliers, and your use thereof shall be limited to that expressly authorized by OpenEdge. You shall not disclose OpenEdge's confidential or proprietary information to any third party unless such disclosure is authorized in advance in writing by OpenEdge. Nothing in this Agreement contemplates, constitutes or creates a transfer or license of any intellectual property to you. You shall not obtain title, copyrights, or any other proprietary right to any Software. You shall not commit any act or assist anyone else to commit any act to copy, modify, alter, translate, attempt to change, reprogram, decompile, emulate, reverse engineer or tamper with the Software in any way, or commit any act or assist anyone else to commit any act that otherwise rearranges the Equipment or the Software. You shall not create or attempt to create any derivative work based on the Software or assist anyone else in doing so. You shall not sell, license, sublicense, or convey any rented Equipment to a third party without the prior written consent of OpenEdge. OpenEdge's suppliers of Equipment and/or Software are third party beneficiaries of the Agreement with the right to rely on and directly enforce the terms of this Agreement against you to protect their ownership rights. You are liable to OpenEdge and/or to such third party beneficiaries for any transferee's conduct with regard to the Software. To the extent not prohibited by applicable law, you will indemnify OpenEdge for any costs, expenses and judgments OpenEdge may suffer, including reasonable attorneys' fees, arising from your breach of this section 4 or otherwise arising out of use of the Software.
5. **MAINTENANCE.** You will promptly notify OpenEdge of any Equipment malfunction, failure or other incident resulting in the loss of use of the Equipment or need for repair or maintenance, whereupon OpenEdge will make the necessary arrangements to obtain required maintenance. You may be responsible for shipping cost. You shall cooperate with OpenEdge in its attempt to diagnose any problem with the terminal. In the event your terminal requires additional software, you are obligated to cooperate and participate in downloading and installing such software. Maintenance service provided under this Agreement may include replacing an item of Equipment or a component thereof, if OpenEdge determines in its sole discretion that the need for replacement arose from ordinary wear and tear, and that such replacement is necessary for the Equipment to function in accordance with its written specifications. Replaced items of Equipment and/or components thereof are OpenEdge's property. You are required to ship replaced Equipment to OpenEdge within 30 days of its replacement, and it will not be returned to you. Maintenance service provided under this Agreement is available only for Equipment that has been handled and operated appropriately, and does not include services arising out of negligence or misconduct by you, your employees, agents, customers or contractors or your failure to comply with any and all instructions and specifications provided by OpenEdge or the manufacturer of the Equipment. If any replaced Equipment is determined by OpenEdge to be unrepairable, or if you have failed to ship any replaced Equipment to OpenEdge within 30 days of its replacement, OpenEdge shall have the right to debit your account for the then current replacement cost of such Equipment.
6. **ACCESS TO PREMISES.** You will allow OpenEdge and its designated representatives physical and electronic access to the Equipment upon request, including permitting prompt and safe access to your premises when required for the purpose of performing OpenEdge's obligations and/or for the inspection, repair, removal, modification, installation, replacement, disconnection and/or relocation of the Equipment.
7. **WARRANTIES AND REPRESENTATIONS.** Neither OpenEdge nor its suppliers make any representations or warranties, express or implied, including without limitation any warranty of merchantability or fitness for a

particular purpose with respect to any terminal, any Equipment, the Software residing therein or any of the services furnished hereunder. If there are problems with the Equipment, OpenEdge may give notice to you to immediately cease using the Equipment; your failure to comply with any such instructions from OpenEdge could result in your incurring losses, for which OpenEdge shall have no liability to you whatsoever.

8. **LIMITATION OF LIABILITY.** OpenEdge shall not be liable for failure to provide the Equipment if such failure is due to any cause or condition beyond OpenEdge's reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, shortages of labor or materials, freight embargoes, unusually severe weather, breakdowns, operational failures, electrical power failures, communication failures, unavoidable delays, or other similar causes beyond OpenEdge's control. OpenEdge's suppliers disclaim all liabilities under this Agreement. ***To the maximum extent not prohibited by law, the liability of OpenEdge, if any, for any loss hereunder, including but not limited to damages arising out of any malfunction of the Equipment or the failure of the Equipment to operate, personal injury, property damage, or cause of action under contract, negligence, tort, statute, warranty, or infringement shall, in the aggregate, be limited to actual, direct, and general money damages in an amount not to exceed one month's average charge paid hereunder by you for the rented Equipment during the previous 12 months or such lesser number of months as shall have elapsed subsequent to the effective date of this Agreement. The foregoing represents the sole extent of OpenEdge's liability in the event of any alleged default by OpenEdge under this Agreement, including alleged acts of negligence, breach of contract, or otherwise, and regardless of the form in which any legal or equitable action may be brought against OpenEdge, and the foregoing shall constitute your exclusive remedy. OpenEdge shall have no liability whatsoever arising from use of the Equipment in connection with software or services not authorized by OpenEdge. Under no circumstances shall OpenEdge be liable for any loss of anticipated profits, lost interest, or for special, consequential, punitive or exemplary damages, even if OpenEdge has been advised of the possibility of such damages. In no event shall OpenEdge be liable for any claim, loss, billing error, damage, or expense caused by OpenEdge's performance or failure to perform hereunder which is not reported in writing to OpenEdge by you within 30 days of such failure to perform, or in the event of a billing error, within 60 days of the invoice or applicable statement.***
9. **TERMINATION.** You may terminate a Rental by notifying OpenEdge in writing of your intent to terminate, subject to a \$50 re-stocking fee. In the event that you terminate this Agreement in breach of this section 9, all monthly fees assessed to you and payable to OpenEdge under this Agreement for the remainder of the then-current Initial Term or Renewal shall be immediately due and payable to OpenEdge, and you hereby authorize OpenEdge to accelerate the payment of all such monthly fees and to deduct the total amount from your merchant bank account identified above. If such account does not contain sufficient funds for the debit, you shall pay OpenEdge the amount due within 10 days of the date of OpenEdge's invoice for the same. The payment of accelerated monthly fees as described herein is not a penalty, but rather is hereby agreed by the parties to be a reasonable amount of liquidated damages to compensate OpenEdge for its termination expenses and all other damages under the circumstances in which such amounts would be payable. Such amounts shall not be in lieu of, but in addition to, any payment obligations otherwise incurred by you under this Agreement and any and all other damages to which OpenEdge may be entitled hereunder. If you default under a Rental, or any other agreement between you and an affiliate of OpenEdge, and such default continues for 10 days after OpenEdge's written notice, OpenEdge may terminate this Agreement, declare the entire amount of the unpaid balance and any other charges to be immediately due and payable and exercise any other remedy existing at law or in equity, including the right to enter upon your premises without notice and repossess any Equipment not owned by you. If you default, OpenEdge may require you, at your expense, to return such Equipment to OpenEdge in the same condition as when delivered to you hereunder, ordinary wear and tear resulting from proper use alone excepted, free and clear of all liens, encumbrances or rights of others whatsoever. You are responsible for return shipping costs if you terminate for any reason other than a breach of the Agreement by OpenEdge, and agree to contact OpenEdge for instructions regarding return of the Equipment and to promptly comply therewith. In the event that OpenEdge breaches the terms and conditions hereof, you may, at your option, give written notice of your intention to terminate the Rental unless such breach is remedied within 30 days of such notice. Failure to remedy such a breach shall make

the Rental terminable, at your option, at the end of such 30 day period unless notification is withdrawn. If you have failed to ship any Equipment to OpenEdge within 30 days of termination of this Agreement, OpenEdge shall have the right to debit your account for the full then-current replacement cost of such Equipment. Software license rights provided under this Agreement through a third party may be suspended, modified or terminated in whole or in part at any time without liability to you.

10. **SURVIVAL.** All terms of this Addendum shall survive expiration or termination of the Agreement to the extent necessary to fulfill the purposes of this Addendum.



OPENEDGE CHECK SERVICES MERCHANT APPLICATION

| | | | |
|--|------|--|------------------------------------|
| Merchant's DBA Name/Outlet Name: | | Merchant's Legal Name: | |
| Town of Angier, NC | | Town of Angier, NC | |
| Contact Name at this Address: | | Contact Name at this Address: | |
| Hans Kalwitz | | Hans Kalwitz | |
| Email: | | Email: | |
| hkalwitz@angier.org | | hkalwitz@angier.org | |
| Physical Street Address (No Po Box): | | Legal Address: | |
| 55 N Broad Street West | | 55 N Broad Street West | |
| City, State, Zip: | | City, State, Zip: | |
| Angier, NC, 27501 | | Angier, NC, 27501 | |
| DBA Phone: | Fax: | Corp Phone: | Fax: |
| (919) 331-6701 | | (919) 331-6701 | |
| Company Stock Ticker (If Publicly Traded): | | Website Address (Required for Internet Merchants): | |
| | | https://www.angier.org/ | |
| Customer Service Phone (Required for Moto and Internet Merchants Only): | | Federal Tax ID #: | Years in Business (Current Owner): |
| (919) 331-6701 | | 5 6 6 0 0 1 1 6 5 | 10 |
| Merchant Profile | | | |
| Type of Ownership: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Professional Assoc <input type="checkbox"/> Other <input type="checkbox"/> Tax Exempt Org (510c) | | | SIC/MCC Code: |
| | | | 9 3 9 9 |
| Description of Products or Services Sold: | | | |
| Utilities | | | |

| | | | |
|--|--|-------------------------------------|---|
| Account Deposit and Funds Information | | | |
| Transaction Funding Bank Routing/Transit Number: | | Transaction - Bank Account Number: | Transaction Type of Account: |
| 0 5 3 1 0 0 3 0 0 | | 000015045216 | <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings |
| Billing Bank Routing/Transit Number (If different from Funding Account): | | Billing Bank - Bank Account Number: | Billing Type of Account: |
| | | | <input type="checkbox"/> Checking <input type="checkbox"/> Savings |

| | |
|--|--------------------------------------|
| Requested Activity Transaction Processing Information | |
| Annual Check Sales | Average Transaction |
| 450,000 | 80 |
| Please provide accurate estimates of your expected ACH and/or Check21 activity. This information will be used during underwriting as a guide to establish your transaction limits. Requested amounts below are subject to approval by OpenEdge Risk Management | |
| Highest Single Monthly Amount \$ | Highest Single Transaction Amount \$ |
| 37,500 | 180 |

| | | | |
|--|--|-----|------|
| OpenEdge Check Services Requested - Please select all that apply. Estimate usage % for each selection (Must total 100%) | | | |
| Paper Check Conversion - Remote Deposit Capture: Please Note: Hardware is required for these Transaction Types | | | |
| <input type="checkbox"/> | I receive paper checks through the mail or in a lockbox. | ARC | 0% |
| <input type="checkbox"/> | I receive paper checks at the time of the sale. I later process and convert them to an electronic payment. | BOC | 0% |
| <input type="checkbox"/> | I receive paper checks at the time of the sale and I process and convert them at the same time to an electronic payment. | POP | 0% |
| Electronic Check (a paper check is not presented) | | | |
| <input checked="" type="checkbox"/> | I have written pre-arranged agreements with my consumers to debit or credit their personal bank account for the goods or service I sell. | PPD | 100% |
| <input type="checkbox"/> | I take transactions on a phone call from my consumers. | TEL | 0% |
| <input type="checkbox"/> | Payments are submitted to me via a website, shopping cart or similar method. | WEB | 0% |
| <input type="checkbox"/> | We have pre-arranged written agreements with our Corporate Partner authorizing us to debit or credit their bank accounts. | CCD | 0% |

| | |
|--|---|
| Additional Services Available | |
| <input type="checkbox"/> Check Verification Services | <input type="checkbox"/> Check 21 (AIR) |

EMAIL NOTIFICATION☐ Please send email notifications of returned items

Primary Email Address

Secondary Email Address

AUTO RE-PRESENTMENT

Would you like OpenEdge to automatically re-present ACH and/or Check21 NFS returns?

☐ Yes ☒ No If yes, please complete Re-Presentation Options below.**ACH RE-PRESENTMENT OPTIONS**Face Amount - Maximum Number of Re-Presentments (select one): ☐ 2 ☐ 1

Timing of Re-Presentation: of Days (0=immediately)

CHECK21 RE-PRESENTMENT OPTIONSFace Amount - Maximum Number of Re-Presentments (select one): ☐ 1

Timing of Re-Presentation: of Days (0=immediately)

Corporate Officers or Principal (A Principal is an Owner, or, If a Public Corporation Senior Officers Starting With CFO, CEO or President.)

| Name of Principal: | Title of Principal: | % Owned: | Phone Number: | Residential Address, City, State, Zip: |
|--------------------------|---------------------|----------|----------------|---|
| Hans-Josef Bruno Kalwitz | Finance Director | 0% | (919) 331-6701 | 55 N Broad Street West, Angier, NC, 27501 |
| | | % | | , , , |
| | | % | | , , , |

Personal Guarantee

As a primary inducement to OpenEdge Payments LLC ("OpenEdge") to enter into this Agreement, the persons indicated and signing below (the "Guarantor(s)") do jointly and severally, unconditionally and irrevocably, guarantee the continuing full and faithful performance and payment by Merchant of each of its duties and obligations to OpenEdge pursuant to this Agreement, as it now exists or amended from time to time, with or without notice. Guarantor(s) understands that OpenEdge may proceed directly against Guarantor(s) without first exhausting its remedies against any other person or entity responsible therefore to it or any security held by OpenEdge or Merchant. This guarantee will not be discharged or affected by the death of Guarantor(s), will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any successor of OpenEdge. Guarantor(s) understand that the inducement to OpenEdge to enter into this Agreement is consideration for the guarantee, and that this guarantee remains in full force and affect even if the Guarantor(s) receive no additional benefit from the guarantee. This guarantee shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variations of terms of this Agreement. Guarantor(s) agree to promptly provide to OpenEdge or its agents any information requested by any of them from time to time concerning its financial conditions(s), business relationships, business history, and employment information. Guarantor(s) have read, understand, and agree to be bound by the terms and conditions set forth in this Merchant Application as well as the OpenEdge Check Services Agreement, and certifies that all information provided in these applications is true and correct and complete. Guarantor(s) authorize OpenEdge or any credit reporting agency employed by OpenEdge or any agent of OpenEdge, to make whatever inquires OpenEdge deems appropriate to investigate, verify or research references, statements or data obtained for the purpose of this Merchant Application.

| | | |
|-----------------|--------------------|-------------------|
| Print Name: | Social Security #: | Date of Birth: |
| Street Address: | City/State/Zip: | Years at Address: |
| Home Phone: | Email Address: | |
| Signature: | Date: | |

| | | |
|-----------------|--------------------|-------------------|
| Print Name: | Social Security #: | Date of Birth: |
| Street Address: | City/State/Zip: | Years at Address: |
| Home Phone: | Email Address: | |
| Signature: | Date: | |

Signature

The undersigned is duly authorized to sign on behalf of the Merchant and to bind the Merchant to the terms and conditions set forth in this Merchant Application and the OpenEdge Check Services Agreement ("Agreement"), which terms and conditions are acknowledged and agreed to by the Merchant, and certifies that all information provided in this Merchant Application is true, correct and complete. The undersigned signing on behalf of the Merchant is a legal resident of the United States of America, is at least 18 years of age, and authorizes OpenEdge or any credit reporting agency employed by OpenEdge or any agent of OpenEdge, to make whatever inquiries OpenEdge deems appropriate to investigate, verify or research references, statements or data obtained from Merchant for the purpose of this Merchant Application. The undersigned, on behalf of the Merchant, authorizes OpenEdge to initiate automated deposit or debit (ACH) entries to the Merchant's bank account as indicated on this Merchant Application or subsequently provided by Merchant.

| | |
|---|--|
| Print Name of Authorized Signer: Hans-Josef Bruno Kalwitz | Title of Authorized Signer: Finance Director |
| Signature: | Date: |

EXHIBIT B

Fees

| Summary of Fees | | | |
|--|---------------------|---------------------|------------|
| <i>Check Not Present (WEB, TEL, PPD, CCD)</i> | | | |
| <i>Monthly Volume</i> | <i>Discount Fee</i> | <i>Per Item Fee</i> | |
| Tier 1 | \$.01 - 5,000 | 1.0000 | \$ 0.2500 |
| Tier 2 | \$ 5,001 - 20,000 | 1.0000 | \$ 0.2500 |
| Tier 3 | \$ 20,001 - 50,000 | 1.0000 | \$ 0.2500 |
| Tier 4 | > \$50,001 | 1.0000 | \$ 0.2500 |
| <i>Miscellaneous Fees</i> | | | |
| | | <i>Per Account</i> | |
| Account on File Fee | | | \$ 0.0000 |
| Monthly Minimum Fee | | | \$ 15.0000 |
| Application Fee | | | \$ 0.0000 |
| <i>ACH Return Transaction Fees</i> | | | |
| | | <i>Per Item Fee</i> | |
| Returns (Administrative) | | each | \$ 6.0000 |
| Unauthorized Return Transaction Fee (Chargeback) | | each | \$ 25.0000 |
| NACHA Web Mandate Verification | | each | \$ 0.2000 |
| Verification | | each | \$ 0.1000 |

Initial: _____



OPENEDGE CHECK SERVICES AGREEMENT

The OpenEdge Check Services Agreement (the "**Agreement**") consists of these Check Services Terms and Conditions and the Merchant Application and is made by and among Merchant (or "**you**") and OpenEdge Payments LLC ("**OpenEdge**"). The Agreement governs Merchant's use of OpenEdge Payments LLC's ("**OpenEdge**") OpenEdge Check services. By submitting a Merchant Application, in the form acceptable to OpenEdge, or by using or attempting to use the OpenEdge check services, Merchant acknowledges its receipt of this Agreement and agrees to be bound by these terms.

1. OPENEDGE RESPONSIBILITIES

1.1. The Services. OpenEdge will make available to Merchant electronic check processing and related services ("**Services**") which shall include the following:

(a) **Intelligent Routing Services.** OpenEdge will utilize its Intelligent Routing Services in processing Merchant's check-present transactions. Intelligent routing services will first attempt to route the transaction using the ACH Services, and if that fails, OpenEdge will then attempt to route the transaction using the Check21 Services providing that an image of the check is presented for processing.

(b) **ACH Services.** OpenEdge will process and settle the automated clearing house ("**ACH**") transactions presented by Merchant as the originator, including, but not limited to: (i) processing checks via ACH (categorized as POP, ARC, BOC, TEL, WEB, PPD, and CCD under the NACHA Rules; (iv) customer activation and approval, (v) security and recovery; (vi) customer and other "back office" services; (vii) check return services; and (viii) transmission of files to the Originating Depository Financial Institution ("**ODFI**"). OpenEdge will provide Merchant with software which provides the capability to process recurring transactions for WEB, PPD and CCD transaction types.

(c) **Check21 Services.** OpenEdge will deliver to Merchant software which provides the capability to interface with hardware that scans checks and associated paper-remittances to: (i) create an electronic image of the front and back of the check and any associated paper remittance items; (ii) provide the ability to validate the CAR/LAR payment amount and other information on the items; (iii) create an account receivable interface output file; (iv) create a transmission file that will ultimately be converted into ACH and/or x9 file format or its successors, and transmit such file to the ODFI; (v) create image archives of all items scanned; (vi) provide intranet and internet-based archive access; and (vii) provide a web-based gateway portal that allows for other capabilities such as electronic checks.

(d) **Check Verification Services.** OpenEdge will match checks provided by Merchant's customers to the customer's checking account and compare the account to a database of accounts that have a history of returns.

1.2. Software and Support. OpenEdge will provide Merchant software used in connection with the Services to enable remote capture, deposits and check verification through the ACH and other methods ("**Software**"). OpenEdge will make available to Merchant an adequate amount of initial materials and supplies necessary for Merchant to complete initial customer transactions. OpenEdge will train Merchant on the procedures and rules applicable to the Services and the operation of appropriate terminals. OpenEdge will receive and respond to Merchant's inquiries regarding the Services via email and telephone. Merchant may obtain support by using the appropriate number(s) and email addresses found at <https://www.globalpaymentsintegrated.com/en-us/company/contact>.

1.3. Merchant Data. OpenEdge may provide its third party service providers with information about Merchant ("**Merchant Data**") in order to enable Merchant to access the Services. Merchant authorizes OpenEdge to provide the data derived pursuant to Merchant's use of the Services and Merchant Data to OpenEdge's third party service providers.

1.4. Optional Additional Service. From time to time, OpenEdge may make available to Merchant additional services and any such services accepted by Merchant shall be described in addenda to this Agreement reflecting the details of and any fees associated with such service.

1.5. Disclaimer of Warranties. OpenEdge does not make, and hereby expressly disclaims, any express or implied warranties or conditions with respect to the Software, its intellectual property or the Services, or any authorization provided under this Agreement, including but not limited to the implied warranties of merchantability, suitability, satisfactory quality, non-infringement, or fitness for a particular purpose. Further, OpenEdge does not warrant: (a) the Software will be error-free or uninterrupted; (b) the Software will be compatible with any hardware except the hardware supplied by or otherwise approved by OpenEdge; or (c) the Software will integrate with any other computer system. All Services and deliverables described in this Agreement are on an "as is" basis.

2. MERCHANT RESPONSIBILITIES

2.1. Hardware and Software. Merchant will provide and maintain all computer hardware, peripherals, device drivers, third party operating systems, and other third party software which may be required to operate the Software and/or receive the Services. Merchant will ensure the compatibility of Merchant's computer hardware, peripherals, device drivers, third party operating systems, and other third party software with the Software. Merchant will provide a safe and suitable location for installation, use, and operation of the Software in accordance with any instructions that may be reasonably specified by OpenEdge. Merchant shall be responsible for (a) ensuring that only authorized users of such systems or portals access the same; (b) keeping all logins, user names, and passwords confidential; and (c) promptly notifying OpenEdge of any unauthorized access of such logins, user names, or passwords; and (d) all actions taken by anyone using such access, logins, user names, or passwords, even if such actions were not authorized by Merchant.

2.2. Cooperation. Merchant will cooperate with OpenEdge by providing access to Merchant's information, resources and personnel as reasonably requested. OpenEdge shall have the right from time to time, upon reasonable prior notice, to review Merchant's use of the Software to verify compliance with this Agreement. Merchant shall allow OpenEdge to perform a site survey at Merchant's location within 5 days of its request. Merchant will provide OpenEdge financial statements and other financial information as requested from time to time. If requested, Merchant will furnish to OpenEdge upon request a financial statement of profit and loss for the fiscal year and a balance sheet as of the end of the fiscal year.

2.3. Software Restrictions. Title, copyright, intellectual property rights and distribution rights of the Software remain exclusively with OpenEdge. Merchant will not use the Software except as specifically provided in this Agreement. Merchant shall not copy, decompile, disassemble or otherwise reverse-engineer or reproduce, or knowingly allow others, including without limitation, customers, resellers or others, to perform such reverse-engineering of the Software.

2.4. Representations and Warranties. Merchant represents and warrants to OpenEdge that: (a) Merchant is (i) a legal resident of the United States of America of at least 18 years of age, or (ii) a corporation or a limited liability company authorized, validly existing and in good standing under the laws of the United States and the State set forth on the Merchant Application; (b) Merchant has full authority and corporate power to enter into this Agreement and to perform the obligations of this Agreement; (c) Merchant's performance of the terms of this Agreement will not violate any applicable law or regulation or any agreement to which Merchant may now or hereafter be bound; (d) this Agreement represents a valid obligation of Merchant and is fully enforceable against Merchant; (e) Merchant will comply with the terms of this Agreement and will ensure that its third party service providers do the same, and (f) all transactions submitted by Merchant to OpenEdge will be for bona fide transactions with Merchant's customers.

2.5. Compliance With Laws. Merchant agrees to comply with all policies and procedures provided by OpenEdge, all payment network rules and regulations and all applicable state, federal and local laws, rules and regulations, further described below in section 4.2. Merchant will assist OpenEdge in complying with all laws which are applicable to any transaction or this Agreement. Merchant understands that Merchant may not rely on, and OpenEdge will not be liable for, any advice OpenEdge may provide to Merchant about compliance with various laws.

2.6. Returns and Chargebacks. Merchant is fully liable for all transactions returned for whatever reason. Merchant will pay on demand the value of all ACH rejections ("**Returns**") all transactions which a bank account holder claims it did not authorize ("**Chargebacks**"). Merchant authorizes OpenEdge to recoup from incoming transactions and to debit Merchant's Bank Settlement Account and the Reserve Account for the amount of all Returns and Chargebacks.

2.7. Merchant Application. Merchant represents and warrants to OpenEdge that all information in the Merchant Application is correct and complete. Merchant must notify OpenEdge in writing of any changes to the information in the Merchant Application, including but not limited to,

new locations change to the type of goods or services provided and changes to the manner in which sales are conducted (i.e. by telephone, mail, or in person). OpenEdge must receive the notice within 10 business days of the change. Merchant is liable to OpenEdge for all losses and expenses OpenEdge incurs arising out of Merchant's failure to report changes to OpenEdge. OpenEdge may immediately terminate this Agreement upon notification by Merchant of a change to the information in the Merchant Application.

2.8. Exclusivity. During the term of this Agreement, Merchant will not enter into an agreement with any other entity that provides services similar to the Services without OpenEdge's written consent.

2.9. Authorizations. Merchant authorizes OpenEdge to audit Merchant's records, systems, processes or procedures to confirm compliance with this Agreement. Merchant will obtain, and will submit a copy of, an audit of Merchant's business when requested by OpenEdge. Merchant authorizes OpenEdge to make any credit inquiries OpenEdge considers necessary to review the acceptance and continuation of this Agreement. Merchant also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to OpenEdge.

3. FEES, SETTLEMENT, SECURITY INTEREST AND RECOUPMENT

3.1. Authorization. Merchant authorizes OpenEdge to present ACH debits and credits to Merchant's settlement account ("**Settlement Account**") in the amount of fees and other payments due by Merchant under the Agreement. This ACH authorization will remain in effect after termination of this Agreement, and until such time as OpenEdge has received written notice terminating this authorization and all Merchant's obligations to OpenEdge have been paid in full. Merchant is solely liable for all fees and charges assessed by its financial institution, including all overdraft and non-sufficient fund charges, and Merchant irrevocably releases OpenEdge and holds OpenEdge harmless from the same fees and charges, regardless of cause. OpenEdge is not liable for any delays in receipt of funds or errors in debit and credit entries caused by unaffiliated third parties including but not limited to, a clearing house or Merchant's financial institution.

3.2. Fees. Merchant will pay OpenEdge fees ("**Fees**") for the Services and equipment in accordance with the rates set forth in the Merchant Application. OpenEdge reserves the right to adjust the Fees at any time. Merchant's continued use of the applicable Services beyond the effective date of the price change will be deemed Merchant's consent to such price change. Merchant will pay all taxes and other charges imposed by any governmental authority.

3.3. Other Amounts Owed. Merchant will immediately pay to OpenEdge any amount incurred by OpenEdge attributable to this Agreement including but not limited to Returns, Chargebacks, non-sufficient fund charges, and ACH debits that overdraw the Settlement Account, Reserve Account or are otherwise dishonored. OpenEdge will debit via ACH the Settlement Account, Reserve Account, or any other account Merchant has at any financial institution, for any amount Merchant owes OpenEdge under this Agreement or under any other contract, note, or guaranty, now existing or later entered into between Merchant and OpenEdge, whether Merchant's obligation is direct, indirect, primary, secondary, fixed, contingent, joint or several. If such debit does not fully reimburse OpenEdge for the amount owed, Merchant will immediately pay OpenEdge such amount.

3.4. Charges and Settlement Procedures, Settlement Account.

(a) Settlement. Merchant will designate and maintain a Settlement Account with a balance of available funds sufficient to cover Merchant's obligations under this Agreement. OpenEdge will debit the Fees from the Settlement Account once each business day for the previous business day's activity, once each month for the previous month's activity, or will set off the Fees from the funds due to Merchant attributable to transactions presented to OpenEdge, in its discretion.

(b) Authorization. Merchant irrevocably authorizes OpenEdge to credit and debit the amounts Merchant owes OpenEdge for Fees and the amounts OpenEdge owes Merchant from and to the Settlement Account. This authority will remain in full force and effect for at least 2 years after termination of this Agreement whether or not Merchant has notified OpenEdge of a change to the Settlement Account. Merchant must obtain its prior written consent to change the Settlement Account. If Merchant changes the Settlement Account without OpenEdge's consent, OpenEdge may immediately terminate this Agreement and may take other action OpenEdge deems necessary, in its sole discretion. Merchant

also authorizes the financial institution(s) at which Merchant maintains its Settlement Account to act in accordance with instructions from OpenEdge regarding funds in the Settlement Account, including transferring funds in the Settlement Account to OpenEdge. Merchant will indemnify and hold harmless the financial institution(s) at which Merchant maintains Merchant's Settlement Account.

(c) Withholding. Merchant agrees that this Agreement is a contract of financial accommodation within the meaning of the Bankruptcy Code, 11 U.S.C. § 365 as amended from time to time. OpenEdge will deposit into the Settlement Account funds processed by Merchant and will provide Merchant provisional credit for such funds (less recoupment of any credits, adjustments, fines, Returns, Chargebacks, Fees or other costs). Final credit for those provisional funds will be granted in OpenEdge's sole discretion. OpenEdge, and not Merchant, owns all provisional funds, and title to such funds does not pass to Merchant until all amounts owed to OpenEdge are paid or recouped and OpenEdge deems such provisional credit final, in its reasonable discretion. Merchant understands and agrees that OpenEdge may withhold deposit and payment to Merchant without notice if OpenEdge determines, in its sole discretion, that a transaction or batch of transactions poses a risk of loss. OpenEdge is not responsible for any losses Merchant may incur, including but not limited to non-sufficient fund fees, due to such delayed deposit of funds. Merchant acknowledges that Merchant's obligation to OpenEdge for all amounts owed under this Agreement arises out of the same transactions as its obligation to deposit funds into the Settlement Account.

(d) Deposits. OpenEdge will initiate a deposit to the Settlement Account upon receipt of funds. The deposit will be initiated the next business day following the funding hold period. The funding hold is determined during the underwriting process. Business days shall include any Monday through Friday, excluding holidays observed by the Federal Reserve. Merchant authorizes OpenEdge to initiate reversal or adjustment entries and initiate or suspend such entries as may be necessary to grant Merchant conditional credit for any entry.

(e) Reports and Asserted Errors. A statement detailing the Fees will be made available to Merchant at www.myxcheckonline.com. Merchant must promptly examine all statements, and immediately notify OpenEdge in writing of any errors. Merchant's written notice must include: (a) Merchant's name and account number; (b) the dollar amount of the asserted error; (c) a description of the asserted error; and (d) an explanation of why Merchant believes an error exists and the cause of it, if known. That written notice must be received by OpenEdge within 30 calendar days after the applicable statement containing the asserted error was made available to Merchant. Merchant waives all rights to make any claim against OpenEdge or any other party for any loss or expense relating to any asserted error after such 30-day period.

3.5. Security Interests, Reserve Account, Recoupment and Set-Off.

(a) Security Interests. This Agreement is a security agreement under the Uniform Commercial Code. Merchant grants to OpenEdge a security interest in and lien upon: (a) all funds at any time in the Settlement Account, regardless of the source of such funds; (b) all funds at any time in the Reserve Account, regardless of the source of such funds; and (c) any and all amounts which may be due to Merchant under this Agreement including, without limitation, all rights to receive any payments or credits under this Agreement (collectively, the "**Secured Assets**"). Merchant agrees to provide other collateral or security to OpenEdge to secure Merchant's obligations under this Agreement upon its request. These security interests and liens will secure all of Merchant's obligations under this Agreement and any other agreements now existing or later entered into between Merchant and OpenEdge. This security interest may be exercised by OpenEdge without notice or demand of any kind by making an immediate withdrawal or freezing the Secured Assets.

(b) Perfection. Upon request by OpenEdge, Merchant will execute one or more financing statements, security agreements, account control agreements, or other documents to evidence this security interest. Merchant represents and warrants that no other person or entity has a security interest in the Secured Assets. Merchant will obtain OpenEdge's written consent prior to granting a security interest of any kind in the Secured Assets to a third party. Merchant agrees that this is a contract of recoupment and OpenEdge is not required to file a motion for relief from a bankruptcy automatic stay in order for OpenEdge to foreclose on, collect or sell any of the collateral (including any Settlement Account and/or Reserve Account). Nevertheless, Merchant agrees not to contest or object to any motion for relief from the automatic stay filed by OpenEdge. Merchant authorizes OpenEdge and appoints OpenEdge as Merchant's attorney in fact to sign Merchant's name to any financing statement used for the perfection of any security interest or lien granted hereunder.

(c) Reserve Account. OpenEdge may establish and maintain a non-interest bearing deposit account on Merchant's behalf ("**Reserve Account**") at a financial institution OpenEdge chooses, initially or at any time in the future, and may fund the Reserve Account with sums

sufficient to satisfy Merchant's current and future obligations as determined by OpenEdge. Merchant authorizes OpenEdge to debit the Settlement Account or any other account Merchant has at any financial institution in order to establish or maintain funds in the Reserve Account. OpenEdge may deposit into the OpenEdge may, without notice Reserve Account funds OpenEdge would otherwise be obligated to pay Merchant for the purpose of establishing, maintaining or increasing the Reserve Account in accordance with this Section if OpenEdge determines such action is reasonably necessary to protect its interests. Merchant, apply deposits in the Reserve Account against any outstanding amounts Merchant owes under this Agreement or any other agreement between Merchant and OpenEdge. Also, OpenEdge may exercise its rights under this Agreement against the Reserve Account to collect any amounts due to OpenEdge including, without limitation, rights of set-off and recoupment.

(d) Funds in the Reserve Account. Merchant agrees that Merchant will not use any funds in the Reserve Account for any purpose, including but not limited to paying Chargebacks, Fees, fines or other amounts Merchant owes OpenEdge under this Agreement. OpenEdge controls all funds in the Reserve Account, and OpenEdge (and not Merchant) shall have sole control of the Reserve Account. Merchant shall have no ownership interest or property rights in the Reserve Account or the funds therein, will not receive any interest on funds being held in a Reserve Account, and Merchant has no right to access the funds being held in the Reserve Account or otherwise transfer, pledge or use these funds for its own purposes.

(e) Risk-Exposing Activity. In addition to any of the other rights granted to OpenEdge hereunder, in the event that OpenEdge, at any time during the term of this Agreement, determines in its commercially reasonable discretion that it may be prudent or necessary to do so as a result of any unusual, suspicious, or risk-exposing activity (including, without limitation, money laundering, invalid sales transactions, counterfeit transactions, altered or duplicate transactions, activity related to a suspected data compromise event or other breach of security standards, or excessive chargebacks), then OpenEdge may, without notice, hold funds otherwise payable to Merchant for such period as OpenEdge, in its commercially reasonable discretion, deems necessary, to provide security against liability for such activity, plus other costs or liabilities reasonably anticipated to be due to OpenEdge related to the same. To the extent (i) the investigation conducted by OpenEdge with respect to the unusual, suspicious, or risk-exposing activity determines that such activity is reasonably likely to result in amounts being due from Merchant to OpenEdge, and (ii) OpenEdge requires the establishment, replenishment, or increase of a Reserve Account in connection therewith, then the funds held may be used to fund such Reserve Account.

(f) Recoupment and Set Off. OpenEdge has the right of recoupment and set-off. This means that OpenEdge may offset or recoup any outstanding/uncollected amounts owed by Merchant from: (a) any amounts OpenEdge would otherwise be obligated to deposit into the Settlement Account or Reserve Account; (b) any other amounts OpenEdge may owe Merchant under this Agreement or any other agreement; and (c) any funds in the Settlement Account or Reserve Account. Merchant acknowledges that in the event of a bankruptcy proceeding, in order for Merchant to provide adequate protection under Bankruptcy Code § 362 and/or 365 to OpenEdge, Merchant must create or maintain the Reserve Account as required by OpenEdge, and OpenEdge must have the right to offset and recoup against the Reserve Account for any and all obligations which Merchant may owe to OpenEdge, without regard to whether the obligations relate to transactions initiated or created before or after the filing of the bankruptcy petition.

(g) Remedies Cumulative. The rights and remedies conferred upon OpenEdge in this Agreement, at law or in equity, are not intended to be exclusive of each other. Rather, each and every right of ours under this Agreement, at law or in equity, will be cumulative and concurrent and in addition to every other right.

4. THIRD PARTY REQUIREMENTS.

4.1. NACHA Requirements. Merchant authorizes OpenEdge, as a third party sender (as defined in the National Automated Clearing House Association rules ("NACHA Rules")), to act as Merchant's agent in processing ACH entries or check image deposits for Merchant, and acknowledges its understanding that OpenEdge will establish one or more clearing accounts with, and submit ACH entries or deposits on Merchant's behalf, to, an ODFI selected by OpenEdge.

4.2. Originator Rules. Merchant: (a) assumes the responsibilities of and makes the warranties of an Originator (as defined in the NACHA Rules) and agrees to reimburse OpenEdge and the ODFI for returns, reversals, adjustments, reclamations and warranty claims and responsibilities related to Merchant's ACH entries or check image deposits; (b) agrees to comply with the NACHA Rules, including but not limited to the requirements of Article Three (Obligations of Originators), Article Five (Obligations of Third-Party Senders) and if international ACH entries are

initiated by Merchant, the NACHA Rules applicable to IAT ACH entries, all of which are available at www.nacha.org; (c) agrees to comply with all applicable state and federal laws, rules and regulations, including but not limited to sanction laws administered by the Office of Foreign Assets Control (OFAC), rules and orders administered by the Financial Crimes Enforcement Network (FinCEN) the Electronic Funds Transfer Act (EFTA), the Unlawful Internet Gambling Enforcement Act, the Check Clearing for the 21st Century Act, and Federal Reserve Board Regulation E (the foregoing along with the NACHA Rules are, collectively, the “**Applicable Laws and Rules**”); and (d) acknowledges that ACH entries may not be initiated or deposits made that violate the Applicable Laws and Rules.

4.3. Entries and Authorizations. Merchant represents and warrants as to each ACH entry that Merchant has obtained the necessary authorizations under the Applicable Laws and Rules and that Merchant shall not initiate any funds transfer after the authorization for the same has been revoked (or the agreement between Merchant and OpenEdge has been terminated). With respect to each entry OpenEdge sends to the ODFI on Merchant’s behalf, Merchant represents and warrants to OpenEdge and the ODFI that such entry is in compliance with the Applicable Laws and Rules, that no such entry violates United States law, and that such entry complies with the laws and payment system rules of the receiving country. Merchant acknowledges that OpenEdge, the ODFI and other parties must comply with the Applicable Laws and Rules. The performance by each of these parties, including the ODFI, of obligations with respect to such entries may cause delays in processing, settlement and/or availability of the entries. Merchant waives and releases OpenEdge and the ODFI from any liability or obligation, including, but not limited to, funds availability obligations, caused by or arising out of any such delay associated with such entries.

4.4. Review. Merchant understands that OpenEdge and the ODFI have the right to: (a) review, monitor and audit Merchant’s ACH transactions, processes and procedures for compliance with this Agreement and the Applicable Laws and Rules; (b) limit the amount of ACH entries processed for Merchant; and (c) suspend, discontinue or terminate processing based on their assessment of the risk posed to OpenEdge, the ODFI and/or the breach or termination of Merchant’s agreements with OpenEdge.

4.5. Accuracy of Information and Errors. Merchant is responsible for the accuracy and adequacy of the data Merchant or OpenEdge provides to the ODFI. Merchant authorizes the ODFI to act on any instruction which has been or reasonably appears to have been sent by OpenEdge or Merchant, including but not limited to funds transfer instructions. The ODFI is not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. Merchant understands that if Merchant or OpenEdge provides the ODFI with incorrect information or if there is any error in the instruction Merchant accepts full responsibility for losses resulting from any of the errors, duplication, ambiguities or fraud in the information that was provided to the ODFI. Neither OpenEdge nor the ODFI is responsible to third parties (including, but not limited to, third party service providers and the third parties to whom wire or ACH debit or credits are transmitted. Merchant shall defend, indemnify and hold the ODFI harmless from, the actions or omissions of OpenEdge, and Merchant shall defend, indemnify and hold both OpenEdge and the ODFI harmless from any claim made against OpenEdge or the ODFI arising out of Merchant’s use of the Services, breach of this Agreement, or breach of the Applicable Laws and Rules. IN NO EVENT WILL OPENEDGE OR THE ODFI BE LIABLE OR RESPONSIBLE FOR, AND MERCHANT BEARS ALL RISK ASSOCIATED WITH, FOREIGN EXCHANGE CONVERSION AND ANY GAINS AND LOSSES RESULTING FROM THE CONVERSION OF CURRENCIES IN CONNECTION WITH ANY ENTRY.

4.6. Survival of Section 4. This section 4 shall survive the termination of the agreement between OpenEdge and the ODFI. Notwithstanding anything to the contrary elsewhere in the Agreement, the ODFI shall be considered an intended beneficiary of this section 4 and is entitled to enforce its terms. This section 4 is agreed to in consideration of the ODFI’s agreement to serve as the ODFI. Merchant waives notice of the ODFI’s acceptance of this section 4.

5. CONFIDENTIAL INFORMATION

5.1. Information. For purposes of this Agreement “**Confidential Information**” means information belonging or relating to OpenEdge’s business, including without limitation, the Software, its technology, the method of processing transactions, computer programs, software, message formats, procedures, forms, related materials, this Agreement, client lists, client information and pricing information. Merchant acknowledges that the Confidential Information has been developed through the expenditure of a significant amount of effort and resources. Merchant will not use for Merchant’s own purposes, will not disclose to any third party, and will retain in strictest confidence all Confidential Information. Merchant will

safeguard the Confidential Information by using the same degree of care and discretion that Merchant uses to protect Merchant's own confidential information.

5.2. Remedy. Merchant agrees that the Confidential Information constitutes trade secrets and that disclosures to others may result in loss or irreparable damage. Thus, if Merchant breaches this section 5, OpenEdge will be entitled to injunctive relief in addition to any other rights to which OpenEdge may be entitled, without the necessity of proof of actual damages.

6. TERM AND TERMINATION

6.1. Term. This Agreement will have an initial term of 1 year. After the initial term of this Agreement, this Agreement will be automatically extended for successive 1 year periods on the same terms, unless Merchant gives OpenEdge written notice of termination at least 60 days prior to the expiration of the then-current term.

6.2. Termination. The parties will have the following rights:

(a) Termination by OpenEdge. OpenEdge may terminate this Agreement for any reason without prior notice at any time, which termination shall be effective immediately.

(b) Termination by Merchant. Merchant has no right to terminate this Agreement except as provided in this subsection. If OpenEdge fails to perform its obligations under this Agreement, and Merchant desires to terminate or suspend performance of this Agreement, then Merchant must give written notice to OpenEdge stating such intent, identifying the nonperformance, and giving OpenEdge the opportunity to remedy such nonperformance for a period of 60 days following the date notice is given. Upon expiration of such 60-day cure period, if the performance has not been remedied, Merchant may terminate or suspend performance of this Agreement.

6.3. Early Termination. If Merchant terminates this Agreement before the end of the initial term or any renewal term in violation of this Agreement, Merchant will immediately pay OpenEdge, as a deconversion cost, an early termination fee equal to \$99.00. Merchant agrees that the early termination fee is not a penalty, but rather is reasonable in light of the financial harm caused by Merchant's early termination. Other remedies OpenEdge may have under this Agreement still apply.

6.4 Effect of Termination. All of Merchant's obligations regarding transactions OpenEdge processes under this Agreement will survive termination. Merchant must maintain in the Settlement Account and Reserve Account enough funds to cover all Chargebacks, deposit charges, obligations, refunds and fees incurred by Merchant for at least 2 years after termination of this Agreement. Merchant authorizes OpenEdge to charge those accounts, or any other account maintained under this Agreement, for all such amounts. If the amount in the Settlement Account or Reserve Account is not adequate, Merchant will pay OpenEdge the amount Merchant owes OpenEdge upon demand, together with all costs and expenses incurred to collect that amount, including reasonable attorneys' fees. After the expiration of such 2-year period Merchant must provide OpenEdge with written notification indicating Merchant desires a release of any funds remaining in the Reserve Account in order to receive such funds.

7. INDEMNIFICATION AND LIMITATION OF LIABILITY.

7.1. Indemnification. Merchant will hold harmless and indemnify OpenEdge, its employees and agents against: (a) all claims by third parties arising out of this Agreement; (b) all attorneys' fees, collection costs, and other costs and expenses paid or incurred by OpenEdge in the enforcement of this Agreement, including but not limited to those resulting from any breach by Merchant of this Agreement and those related to any bankruptcy proceeding; (c) any action OpenEdge takes against the Settlement Account, Reserve Account, or any other account, pursuant to this Agreement; (d) any failure by Merchant or Merchant's employees, agents, or affiliates to comply with the terms of this Agreement; and (e) any damage due to equipment or software not purchased or leased from OpenEdge. This indemnification shall survive termination of this Agreement. Merchant is responsible and liable for the acts and omissions of Merchant's employees, agents and representatives (whether or not acting within the scope of their duties).

7.2. Limitation of Liability. To the maximum extent not prohibited by law, any liability of OpenEdge under this Agreement, whether to Merchant or any other party, whatever the basis of the liability, shall not exceed in the aggregate the difference between (a) the amount of Fees paid by Merchant to OpenEdge during the month in which the transaction out of which the liability arose occurred; and (b) assessments, Chargebacks, and offsets against such Fees which arose during such month. In the event more than one month is involved, the aggregate amount of its liability shall not exceed the lowest amount determined in accordance with the foregoing calculation for any one month involved. Neither OpenEdge, nor any of its agents, officers, directors, or employees shall be liable for indirect, special, or consequential damages, even if advised of the possibility of such damages.

8. GENERAL

8.1. Assignment. Merchant may not assign this Agreement or the rights under this Agreement without OpenEdge's prior written consent and any purported assignment without such consent shall be void. This Agreement will be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties. OpenEdge may use third parties to deliver the Services to Merchant. OpenEdge may assign this Agreement to any third party upon giving notice to Merchant.

8.2. Governing Law and Jurisdiction. This Agreement shall be exclusively governed by and construed according to the laws of the State of Delaware. The parties irrevocably submit to the exclusive jurisdiction of any state court in State of Georgia (and any federal court having jurisdiction in Fulton County, Georgia), in any action, suit or proceeding brought under this Agreement and waive, to the fullest extent it may do so, the defense of forum non conveniens.

8.3. Waiver of Trial by Jury. The parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated by this Agreement

8.4. Relationship of the Parties. Merchant designates OpenEdge as its agent to receive payments for transactions processed pursuant to this Agreement. OpenEdge shall not be considered a partner or fiduciary to Merchant, and nothing in this Agreement or the rendition of services related to this Agreement shall be deemed to create a joint venture, partnership, or fiduciary relationship between or among the parties. Rather, the relationship among the parties to this Agreement is an arm's length commercial relationship.

8.5. Entire Agreement. The terms of the Merchant Application, are incorporated into the Agreement by reference. The terms of the Merchant Application and this Agreement set forth the entire understanding between OpenEdge and Merchant relating to its subject matter, and all other understandings, written or oral, are superseded.

8.6. No Waiver of Rights. No failure or delay by OpenEdge in exercising any power, right or remedy under this Agreement shall operate as a waiver. All waivers by OpenEdge must be in writing and signed by OpenEdge.

8.7. Voidness. If for any reason any court of competent jurisdiction finds any provision of this Agreement to be void or voidable, OpenEdge and Merchant agree that the court may reform such provision(s) to render the provision(s) enforceable ensuring that the restrictions and prohibitions contained in this Agreement shall be effective to the fullest extent allowed under applicable law.

8.8. Construction of Terms. The captions used in this Agreement are inserted for convenience only and will not affect the interpretation of any provision. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party. Section 1.3, sections 2.2 through 2.8, section 3, section 4, section 5, sections 6.3 and 6.4, section 7, and section 8 of this Agreement shall survive its termination.

8.9. Copies. A facsimile of the Merchant Application or this Agreement bearing a party's signature or a printed copy of the original, signed document scanned in .pdf or .tiff format shall have the same legal force and effect as an original of such signature and shall be treated as an original document for evidentiary purposes.

8.10. Force Majeure. The parties shall be released from liability under this Agreement for failure to perform any of the obligations where such failure to perform occurs by reason of any force majeure event, including, without limitation, act of God, fire, flood, storm, earthquake, tidal wave, communication failure, sabotage, war, military or terrorist operation, national emergency, mechanical or electronic breakdown, civil commotion, or the order requisition, request or recommendation of any government agency or acting governmental authority or either party's compliance therewith, or governmental regulation or priority or any other cause beyond either party's reasonable control whether similar or dissimilar to such causes.

8.11. Notice. Any notice required to be provided to Merchant by this Agreement will be effective when OpenEdge sends it to the email address Merchant provided in the Merchant Application, to the physical address Merchant provided in the Merchant Application, or the most recent address OpenEdge has in its records, by registered or certified mail or a nationally recognized overnight courier, at its option. Any notice required to be provided to OpenEdge by this Agreement will be effective when sent by registered or certified mail or a nationally recognized overnight courier to the following address: OpenEdge Payments LLC 2675 West 600 North Lindon, Utah 84042 Attention: General Counsel.

8.12. Amendments to this Agreement and Merchant Application. OpenEdge shall have the right to modify or amend this Agreement, including, without limitation, the right to modify, amend, or supplement applicable fees, charges, and/or discounts. Modifications and amendments related to changes to the NACHA Rules, changes to the fees charged by third parties, or in response to changes in the Applicable Laws and Rules (collectively, a "**Third Party Change**") may be made effective immediately, with or without notice. Modifications or amendments unrelated to a Third Party Change shall be effective upon the date specified in a notice to the Merchant (the "**Change Notice**"), provided that the date shall not be fewer than 5 business days after the date of such Change Notice. Following the effective date of the Agreement, in the event of any modification or amendment not related to a Third Party Change, Merchant shall have the right to terminate this Agreement, without liability for premature termination pursuant to section 6.3, by providing written notice thereof to OpenEdge; provided that such notice must be given within 5 business days following the date of the Change Notice. Other than the amendments set forth above, this Agreement may be amended only in writing signed by OpenEdge and Merchant.

Certificate Of Completion

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|---|---------------------------|
| Envelope Id: B58172FD179F4C1892170C24C2ADFE64 | Status: Delivered |
| Subject: Complete with DocuSign: Town of Angier, NC Application | |
| Source Envelope: | |
| Document Pages: 41 | Signatures: 0 |
| Certificate Pages: 4 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Envelope Stamping: Enabled | Scott James |
| Time Zone: (UTC-07:00) Mountain Time (US & Canada) | 2675 W 600 N |
| | Lindon, UT 84042 |
| | scott.james@globalpay.com |
| | IP Address: 4.14.150.135 |

Record Tracking

| | | |
|-----------------------|---------------------------|--------------------|
| Status: Original | Holder: Scott James | Location: DocuSign |
| 3/27/2023 10:25:08 AM | scott.james@globalpay.com | |

Signer Events

| | |
|--|-------------------------------|
| Signature | Timestamp |
| Hans-Josef Bruno Kalwitz | Sent: 3/27/2023 10:28:35 AM |
| hkalwitz@angier.org | Viewed: 3/27/2023 10:47:56 AM |
| Finance Director | |
| Security Level: Email, Account Authentication (None) | |
| Electronic Record and Signature Disclosure: | |
| Accepted: 3/10/2021 6:23:06 AM | |
| ID: 0e5ac425-6e2e-4c68-b9bd-f081eaf64a08 | |

| In Person Signer Events | Signature | Timestamp |
|--|------------------|-----------------------|
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 3/27/2023 10:28:35 AM |
| Certified Delivered | Security Checked | 3/27/2023 10:47:56 AM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Global Payments Integrated:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: startnow@openedgepay.com

To contact us by paper mail, please send correspondence to:

Global Payments Integrated

2675 W 600 N

Lindon, UT 84042

To advise Global Payments Integrated of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at startnow@openedgepay.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Global Payments Integrated

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to startnow@openedgepay.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Global Payments Integrated

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to startnow@openedgepay.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that applications may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Global Payments Integrated as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Global Payments Integrated during the course of your relationship with Global Payments Integrated.



Board of Commissioners Agenda Report

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

MEETING DATE: April 4, 2023
PREPARED BY: Richard N. Hicks, Interim Town Manager
ISSUE Request Use of Funds for Firing Range Training Center
CONSIDERED:
DEPARTMENT: Administration

SUMMARY OF ISSUE: Police Chief Thompson has advised the Board of a need to build a training center at the Town's firing range. Engineered plans are nearing completion, which would allow staff to bid the project. To move this project forward, staff is recommending the following sources of funding for the project. The first source would be approximately \$78,000 in the asset forfeiture account. The second source of funds would be the \$50,000 grant from the Legislature that was routed through Harnett County. The third source of funds would be the \$25,500 that was recently provided to the Town from the Angier ABC Board. Under Article II of the Town Code of Ordinances, net profits from the ABC system shall be allocated to the general fund of the Town. The ABC Board can allocate the funds, but cannot determine the use of the funds. Under Article II, the Board of Commissioners of the Town is authorized to appropriate such funds for any proper governmental purpose.

Staff is requesting the Board of Commissioners to allocate those funds for the training center. These allocations would appropriate \$153,500 for the project. If approved, a budget amendment would be presented at the May, 2023 meeting.

FINANCIAL IMPACT: These funds have already been received in the 22/23 budget cycle and are available for appropriation.

RECOMMENDATION: Authorize the appropriation of the requested funds.

REQUESTED MOTION: I do hereby make a motion to allocate \$78,000 from the Asset Forfeiture Fund and \$50,000 from the Legislative/Harnett County grant funds and \$25,500 from the Angier ABC profits distribution for the construction of a Training Center at the 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: April 4, 2023
PREPARED BY: Lee Thompson, Police Chief
ISSUE Requesting Approval to Establish the (Shop with a Cop Program)
CONSIDERED:
DEPARTMENT: Police

SUMMARY OF ISSUE: Wishing to get approval to establish the Shop with a Cop Program, to provide for and support needy children in our community during the Christmas Season. Our local schools will help select the kids in need and we'll plan a date in December to take the kids that were selected to Walmart and allow them to purchase a few items, to be able to open up on Christmas Day.

FINANCIAL IMPACT: No financial impact on the Town. The program will be financed through tax deductible donations, to the Town of Angier.

RECOMMENDATION: Authorize the approval to move forward with establishing the Shop with a Cop Program.

REQUESTED MOTION: I do hereby make a motion to authorize the approval to move forward with establishing the Shop with a Cop Program.

REVIEWED BY TOWN MANAGER: Richard Hicks, Interim Town Manager

Attachments: Examples of Shop with a Cop flyers that will be posted in local businesses, the Angier Chamber and Town Hall.

Let's Make a
**Difference
Together**

Please support a
needy child in our
local community
by donating to
the Angier Police
Department's
Shop with a
Cop program.

Donate

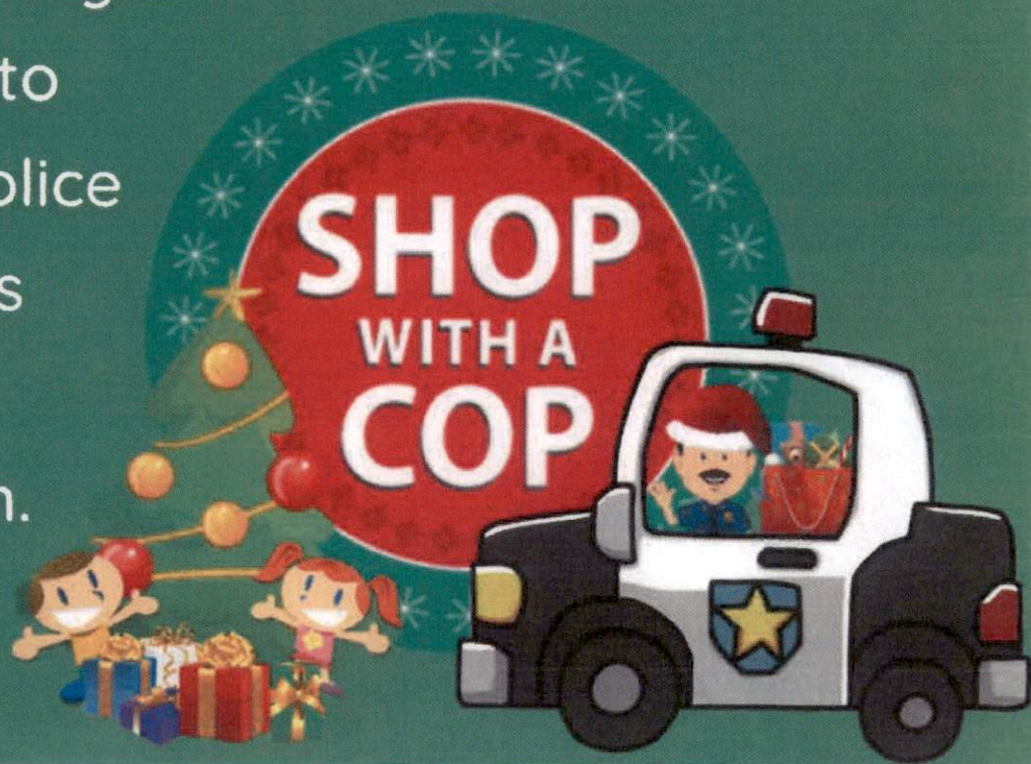
Angier
TOWN OF CREPE MYRTLES

contact us

Chaplain Hector Alonso

Phone: (919) 639-2699

Email: halonso@angier.org



Angier
TOWN OF CREPE MYRTLES



DONATE NOW

Chaplain Hector Alonso

Phone: (919) 639-2699

Email: halonso@angier.org

Shop with a Cop

ANGIER POLICE DEPARTMENT



"Your impact on those
around you can be
the greatest influence. The
smallest gesture can make
a world of difference
to a child in need."





Board of Commissioners Agenda Report

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

MEETING DATE: April 4, 2023
PREPARED BY: Lee Thompson, Police Chief
ISSUE Requesting Approval to Partner with Royce Publications
CONSIDERED:
DEPARTMENT: Police

SUMMARY OF ISSUE: Wishing to partner with Royce Publications in reference to designing and producing 300, Angier Police Department 2023 calendars. To be able to provide to our local businesses.

FINANCIAL IMPACT: No financial impact on the Town, the calendar will be designed, and produced by donations provided by businesses from our local community. Royce Publications will provide Angier Police Department with a check for \$1,000 for allowing them to provide the service.

RECOMMENDATION: Authorize the approval to move forward with the partnership with Royce Publications.

REQUESTED MOTION: I do hereby make a motion to authorize the approval to move forward with the partnership with Royce Publications, in order to produce 300 Angier Police Department Calendars.

REVIEWED BY TOWN MANAGER: Richard Hicks, Interim Town Manager

Attachments: An explanation on how the partnering with Royce Publications will work. I also included where Fuquay PD and Garner PD has already partnered with Royce Publications.



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

**Here is an explanation of how the partnership with Royce Publications would work:
This was sent to me by Royce Publications:**

We would use a phone there at the department. I will make the calls and I will have another man running the errands. He will go and see anyone that buys an ad and also will show a sample calendar to anyone that wants more information. I will bring a check with me in the amount of 1,000.00 made payable to your department (or however you want). There will be no cost to the department or town in any way. I will work out an agreement with a local photographer to take the pictures and I will take care of whatever cost that is. We will produce 300 calendars (within 4 to 6 weeks of the receipt of pictures) that will be shipped to your department to give back out to the business sponsors and anyone that wants one. This is a fundraiser/public relations project that will bring about positive exposure for the town and department. It is always our goal to split the profit on the project with the department. We never really know what that will be the first year so I make an estimate on that and give the department a guaranteed amount for the first year, that way there's no question as to what you will be getting and we will bring that check up front. This is a one-year agreement only and we can re-negotiate for any future projects when that time comes. As I promised you this will be done with absolutely no high-pressure sales and with utmost integrity. Over 70% of the departments we work with have been with us for over ten years. And we work with over 200 police and sheriff departments in 8 states. We also have been corporate partners with the North Carolina Police Chief's Association for over a decade now and were voted business partner of the year in 2018 by its board of directors. It will be an honor for us to provide these services for your town and department as well. If I have left anything out that might be needed please let me know. I have included our partnership letters for Fuquay PD and Garner PD.



GARNER POLICE DEPARTMENT

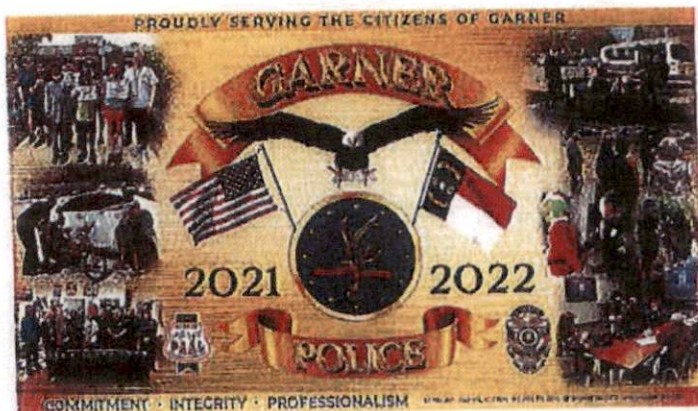
912 Seventh Avenue
Garner, North Carolina 27529
Phone: (919) 772-8810 Fax: (919) 772-8524
COMMITMENT * INTEGRITY * PROFESSIONALISM

March 21, 2022

Dear Valued Business Partner:

On behalf of the men and women of the Garner Police Department, I would like to take this opportunity to thank you for your generous support of the 2022/2023 calendar our department is preparing. This calendar is valuable in that it will receive widespread coverage throughout the Town of Garner. All proceeds will go to support our Police Athletic Activities League (PAAL), which is working to have a positive impact on the youth of our community. Through your generous donation, the calendar will include your business advertisement, as well as pictures of the Garner Police Department that serves our community.

I would like to personally thank you for your donation and ongoing support of the Garner Police Department and Garner PAAL. We truly value the partnership we share with our business community and greatly appreciate your support in our 2022/2023 calendar endeavor. If you have any questions about the calendar, please contact the Project Coordinator, Jordan Cruz at (919) 612-2635.



Sincerely,


Lorie A. Smith
Chief of Police

A Nationally Accredited Police Department Since 1994

November 28, 2022

Dear Supporters of the Fuquay-Varina Police Department,

This letter is to inform you that the Fuquay-Varina Police Department has partnered with Royce Publications again this year to prepare the annual Fuquay-Varina Police Department calendar. Some of the proceeds from the sale of advertisements on this calendar will be utilized by our department to support police department initiatives to include the Fuquay-Varina Police Department's Police Explorer Post.

If you would like a copy of last year's calendar as a reference, please feel free to stop by the Fuquay-Varina Police Department located at 401 Honeycutt Rd., Fuquay-Varina and we will provide a copy for you at no cost.

The FVPD annual calendar is a popular project that receives positive comments from our community.

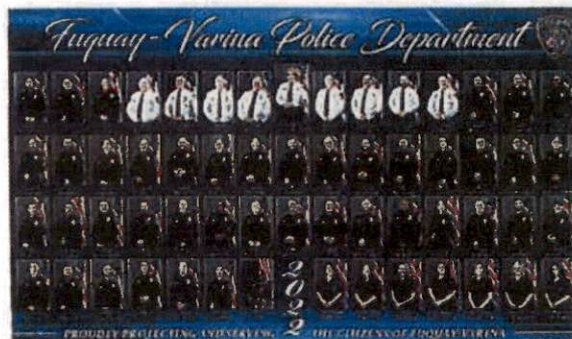
If you have any questions or concerns regarding this fundraising activity, please contact the project coordinator, Mr. Jonathan Hanlon at (919) 895-2105.

Thank you for your support.

Sincerely,



Laura L. Fahnestock
Chief of Police
Fuquay-Varina Police Department





Board of Commissioners Agenda Report

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

MEETING DATE: April 4, 2023
PREPARED BY: Randall K Cahoon-Tingle, Planning Director
ISSUE Street Striping in front of First Citizen's Bank
CONSIDERED:
DEPARTMENT: Planning & Inspections

SUMMARY OF ISSUE: NCDOT is reconfiguring Depot Street/NC 210 at the intersection of NC 55. The on-street parking in front of First Citizen's Bank is going to be eliminated. Three options have been offered. NCDOT has requested feedback in the form of having the Town Board of Commissioners determine which one of three options is preferred.

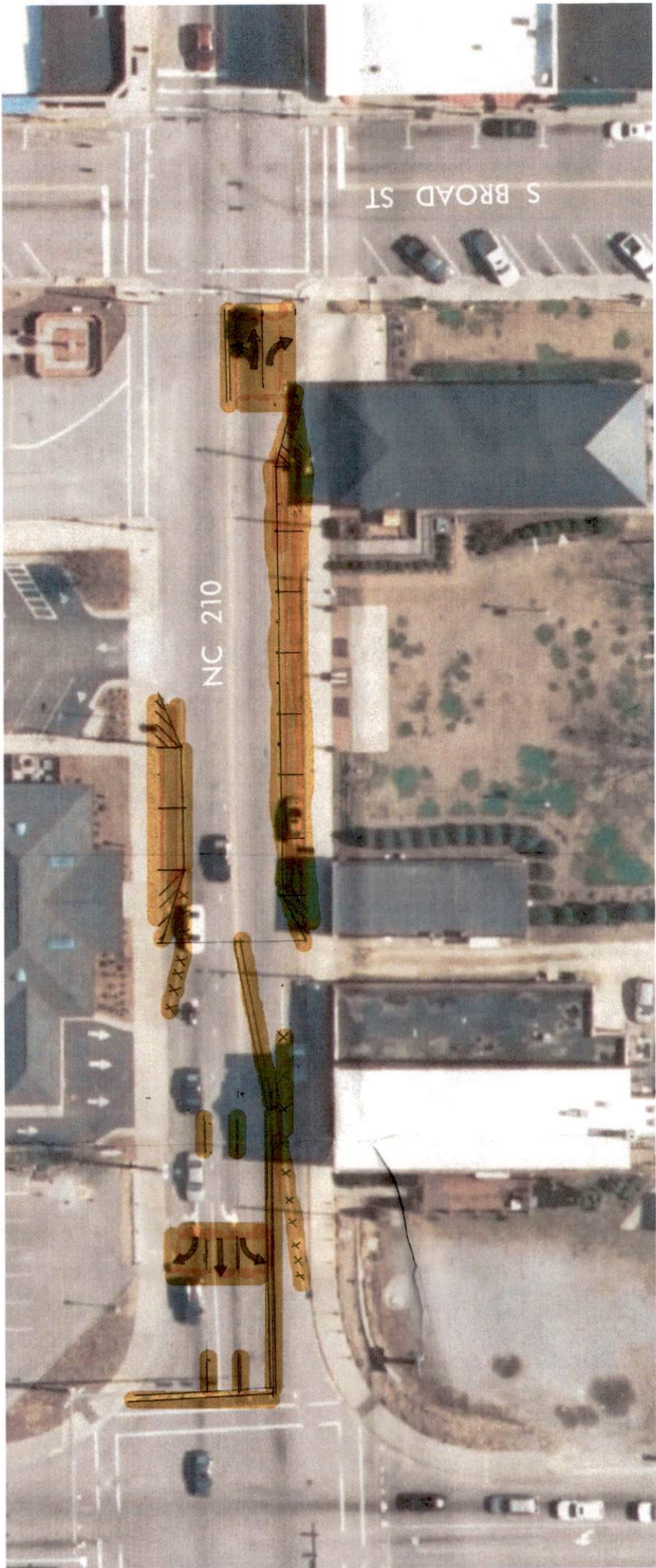
FINANCIAL IMPACT: None

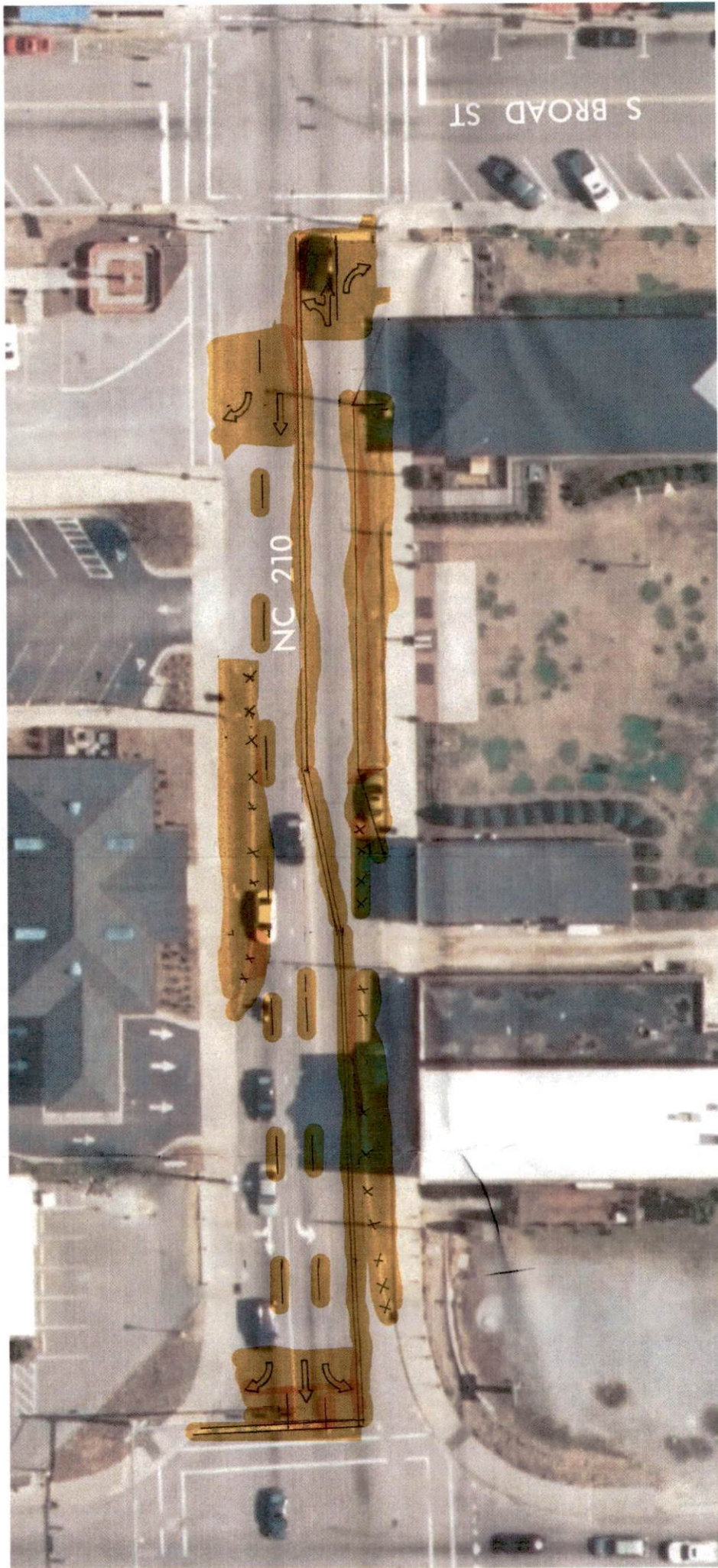
RECOMMENDATION: Recommend approval of the second option shown. Option #1 preserves 2 on-street parking spaces – adding confusion to the new traffic pattern. Option #3 shortens the stacking for dedicated left turns and impedes free flow of traffic. Option #2 appears to be the safest way to redirect traffic from the current configuration.

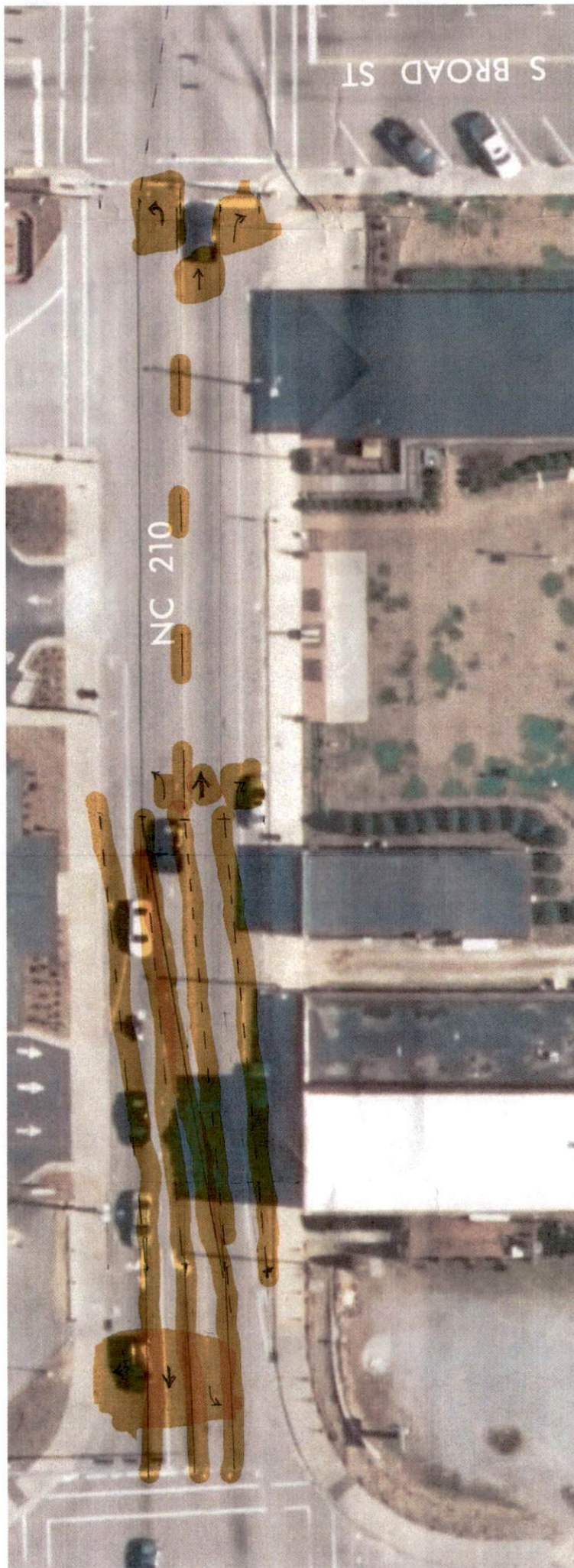
REQUESTED MOTION: Motion to approve Option #2

REVIEWED BY TOWN MANAGER:

Attachments: 3 maps showing street configurations









Board of Commissioners Agenda Report

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

MEETING DATE: April 4, 2023
PREPARED BY: Veronica Hardaway
ISSUE: Voluntary Annexation Petition
CONSIDERED:
DEPARTMENT: Administration

SUMMARY OF ISSUE: Staff has received a voluntary annexation petition from G&J Development, LLC for an approximately 28.35 acres located at 5963 NC-210, Angier, NC 27501 (Harnett County PIN#'s: 0662-68-5452; 0662-68-6638; 0662-68-0457).

The first step is for the Board to Direct the Clerk to Investigate the Sufficiency of the Petition. The Clerk will report back to the Board at the May 2nd meeting.

Attached is the voluntary annexation petition and Legal Description.

FINANCIAL IMPACT: N/A

RECOMMENDATION: Staff recommends proceeding with the annexation process

REQUESTED MOTION: I move to Direct the Clerk to Investigate the Sufficiency of the Annexation Petition submitted by G&J Development, LLC.

REVIEWED BY TOWN MANAGER:

Attachments: Voluntary Annexation Petition
Legal Description
Deed



Town of Angier
 Planning Department
 58 N. Broad St. E., NC 27501
 P.O. Box 278, Angier, NC 27577
 Phone: 919-331-6702
 Fax: 919-639-6130

Annexation Petition

Submittal Checklist

Please include all of the following (check off). If any information is missing from the application package, you will be asked to complete the application and re-submit the petition, so please check the list below carefully before you submit:

| | | |
|--|--|---|
| <input checked="" type="checkbox"/> | In which county (or counties) is the property to be annexed located? <input checked="" type="checkbox"/> Harnett <input type="checkbox"/> Wake | |
| <input checked="" type="checkbox"/> | Electronic Word document of the written metes and bounds must be e-mailed to: rcagoon-tingle@angier.org | |
| <input checked="" type="checkbox"/> | Boundary Survey to be recorded upon approval or an existing recorded plat showing the above written metes and bounds description of the property to be annexed. This document must be submitted electronically in .pdf format. | |
| <input checked="" type="checkbox"/> | Applicant has had a pre-application conference with the Planning Director in the past three (3) months? This is required prior to submittal of an annexation petition. Scheduled Appt.: <u>January 2023</u> | |
| <input type="checkbox"/> | Copy of Approved Preliminary Site Plan or Final Site Plan or | Copy of Subdivision Plat submitted for lot recording approval |
| <input checked="" type="checkbox"/> | Projected Market Value of Development at build-out (land and improvements). | |
| <input checked="" type="checkbox"/> | General Annexation Area Data: Linear feet of public streets, total annexation area acreage, number of proposed residential units or square footage of commercial space, type of utility connections involved, specific land uses proposed. | |
| <input checked="" type="checkbox"/> | This application form completed, <u>dated and signed</u> by the property owner(s) and attested submitted by the deadlines. | |
| Required, but often missing information. Please make sure to include the following: | | |
| <input checked="" type="checkbox"/> | Correct Parcel Identification Number(s) (PIN). Call Harnett County Geographic Information Services at 910-893-7523 or Wake County Geographic Information Services at 919-856-6370, if there is any question about the parcel identifier. This is very important. Please indicate if the property being requested for annexation is only a portion of an existing parcel. | |
| <input checked="" type="checkbox"/> | Owner's Signatures and Date of Signatures. See page 3 of this application. All real property owners must sign the application, and the <u>date of signature</u> MUST be filled in! | |
| <input type="checkbox"/> | Corporate Seal for property owned by a corporation. | |
| <input checked="" type="checkbox"/> | Rezoning Application, if the property is currently outside Town of Angier. | |

Annexation Petition

Submittal Deadlines

Petitions for annexation are accepted by the Town of Angier Planning Department at any time. There is a fee required for submittal of an annexation petition of \$250 (*this fee does not include recordation fees*). **The annexation will become effective immediately upon adoption of the annexation ordinance at the scheduled public hearing unless notified otherwise by the Town Clerk.**

(The Town of Angier reserves the right to make exceptions to this general processing schedule when necessary.)

Summary Information / Metes and Bounds Descriptions

Development Project Name **Gryphon Village**

Street Address **5963 NC-210, Angier, NC 27501**

Town of Angier Subdivision approval #

or

Building Permit Transaction #

or

Site Plan approval # for multi-family

Harnett or Wake County Property Identification Number(s) list below

P.I.N. **0662-68-5452**

P.I.N. **0662-68-6638**

P.I.N. **0662-68-0457**

P.I.N.

P.I.N.

P.I.N.

Acreage of Annexation Site **28.357 acres**

Linear Feet of Public Streets within Annexation Boundaries **0** on existing properties

Annexation site is requesting Town of Angier

Water and/or Sewer

An agreement will need to be made with Harnett Regional Water.

Number of proposed dwelling units **78 (30 single family, 48 townhomes)**

Type of Units:

Single Family ☒

Townhouse ☒

Condo ☐

Apartment ☐

Building Square Footage of Non-Residential Space

Specific proposed use (office, retail, warehouse, school, etc.)

Projected market value at build-out (land and improvements) \$ **\$5,650,000**

Person to contact if there are questions about the petition

Name **Don Curry, PE**

Address **205 S. Fuquay Ave., Fuquay-Varina, NC 27526**

Phone **919-552-0849**

Fax #

Email **don@curryeng.com**

Annexation Petition

State of North Carolina, County of Harnett/Wake, Petition of Annexation of Property to the Town of Angier, North Carolina

Part 1 The undersigned, being all the owners of the real property described in this application respectfully request the annexation of said property to the Town of Angier, North Carolina. **The petitioners understand and agree that all streets and utilities within the annexed area will be constructed and installed by the developer according to the Unified Development Ordinance and any utilities that must be extended to the annexed area are the responsibility of the developers or successive property owners.** The property to be annexed is:



Contiguous to the present corporate limits of the Town of Angier, North Carolina, or



Not Contiguous to the municipal limits of the Town of Angier, North Carolina, not closer to the limits of any other municipality and is located within three miles of the municipal limits of the Town of Angier, North Carolina (pursuant to Chapter 989 of the Sessions Law of North Carolina, 1967).

Part 2 NC General Statutes require petitioners of both contiguous and satellite annexations to file a signed statement declaring whether vested rights have been established in accordance with G.S. 160A-385.1 or 153A-344.1 for properties subject to the petition.

Do you declare such vested rights for the property subject to this petition? Yes ☐ No ☒

If yes, please submit proof that vested rights have been granted by governing board. I hereby declare that my failure to disclose existence of a vested right terminates any vested right previously acquired for this property.

A. Property Owned by Individual(s) – All owners must sign, including husband & wife, and all joint tenants

Owner's Signature(s)

Signature _____ Date _____

Signature _____ Date _____

Signature _____ Date _____

Signature _____ Date _____

Print owner name(s) and information

Name _____ Phone _____

Address _____

Email _____

Name _____ Phone _____

Address _____

Email _____

Name _____ Phone _____

Address _____

Email _____

Name _____ Phone _____

Address _____

Email _____

State of _____, County of _____

I, _____, a Notary Public for said County and State, do hereby certify that _____

_____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 20____. My commission expires _____, 20____.

Notary Public

(SEAL)

B. Property Owned by a LIMITED LIABILITY CORPORATION – The area to be annexed is owned by a Limited Liability Corporation properly registered with the State of North Carolina.

Print LLC Name

G & J Development, LLC _____ of which agrees to this petition.

(Company Seal)

Manager's Signature

Signature *Austin Gardner* Date 3-28-23

Print manager name and information

Name Austin Gardner Phone 919-669-1106

Address 2265 Benson Road, Angier, NC 27501

Email austin@gardnmc.com

Company Mailing Address 2265 Benson Road, Angier, NC 27501

State of North Carolina, County of Harnett

I, Jessica Brown, a Notary Public for said County and State, do hereby certify that Austin Gardner, a manager for G & J Development, LLC, a limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 28 day of March, 2023. My commission expires March 19, 2024.

Jessica Brown
Notary Public

JESSICA BROWN
Notary Public, North Carolina
Harnett County (SEAL)
My Commission Expires
March 19, 2024

C. Property Owned by a PARTNERSHIP – The area to be annexed is owned by a General Partnership. All partners must sign; if owned by a limited partnership; general partner(s) must sign.

Print Partnership Name

_____ of which agrees to this petition.

Partner's Signature(s)

Signature _____ Date _____

Signature _____ Date _____

Signature _____ Date _____

Signature _____ Date _____

Print Partner name(s) and information

Name _____ Phone _____

Address _____

Email _____

Name _____ Phone _____

Address _____

Email _____

Name _____ Phone _____

Address _____

Email _____

Name _____ Phone _____

Address _____

Email _____

(ATTACH ADDITIONAL NOTARIES FOR EACH PARTNER)

State of _____, County of _____

I, _____, a Notary Public for said County and State, do hereby certify that _____, a partner in _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the partnership.

Witness my hand and official seal, this the _____ day of _____, 20____. My commission expires _____, 20____.

Notary Public

(SEAL)

D. Property Owned by a CORPORATION – The area to be annexed is owned by a Corporation properly registered with the State of North Carolina. The Corporation President and Secretary must complete the following:

Print Corporation Name

_____ of which agrees to this petition.

(Corporate Seal)

President's Signature

Signature _____ Date _____

Secretary's Signature

Signature _____ Date _____

Print President's name and information

Name _____ Phone _____

Address _____

Email _____

Print Secretary's name and information

Name _____ Phone _____

Address _____

Email _____

Corporation Mailing Address _____

State of _____, County of _____

do hereby certify that _____ and _____
(typed or printed name of president) (typed or printed name of secretary)

personally came before me this day and acknowledged that he/she is _____ and
(title of corporate officer)

that he/she is _____ of _____ and that he/she, as such, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

Witness my hand and official seal, this the _____ day of _____, 20____. My commission expires _____, 20____.

Notary Public

(SEAL)

L E G A L D E S C R I P T I O N

G and J Development LLC

Beginning at the northernmost point of Lot 2 of the Wellons Property as recorded in Map Book 2011, Page 223 in the Harnett County Register of Deeds;

THENCE South 62 degrees 07 minutes 16 seconds East for a distance of 1195.87 feet to a point;

THENCE South 24 degrees 33 minutes 52 seconds West for a distance of 449.63 feet to a point;

THENCE South 59 degrees 59 minutes 17 seconds East for a distance of 113.82 feet to a point in the centerline of NC 210 N;

THENCE along the centerline of NC 210 N the following courses and distances: South 37 degrees 24 minutes 07 seconds West for a distance of 58.43 feet to a point;

THENCE South 37 degrees 17 minutes 45 seconds West for a distance of 100.01 feet to a point;

THENCE South 36 degrees 51 minutes 25 seconds West for a distance of 84.17 feet to a point;

THENCE South 36 degrees 51 minutes 25 seconds West for a distance of 15.84 feet to a point;

THENCE South 35 degrees 17 minutes 45 seconds West for a distance of 100.09 feet to a point;

THENCE South 33 degrees 49 minutes 10 seconds West for a distance of 99.98 feet to a point;

THENCE South 32 degrees 16 minutes 17 seconds West for a distance of 100.01 feet to a point;

THENCE South 30 degrees 56 minutes 28 seconds West for a distance of 99.94 feet to a point;

THENCE South 30 degrees 20 minutes 23 seconds West for a distance of 312.81 feet to a point;

THENCE South 30 degrees 00 minutes 32 seconds West for a distance of 125.96 feet to a point;

THENCE leaving the centerline of NC 210 N North 57 degrees 21 minutes 33 seconds West for a distance of 30.25 feet to a point on the western right-of-way of NC 210 N;

THENCE continuing along the western right-of-way of NC 210 N North 30 degrees 03 minutes 37 seconds East for a distance of 102.83 feet to a point in the intersection of right-of-ways of NC 210 N and North Harnett School Road;

THENCE along the western right-of-way of North Harnett School Road the following courses and distances: North 40 degrees 41 minutes 34 seconds West for a distance of 92.57 feet to a point;

THENCE North 41 degrees 45 minutes 04 seconds West for a distance of 64.32 feet to a point;

THENCE North 38 degrees 26 minutes 26 seconds West for a distance of 82.78 feet to a point;

THENCE North 36 degrees 16 minutes 06 seconds West for a distance of 84.72 feet to a point;

THENCE North 33 degrees 50 minutes 51 seconds West for a distance of 84.97 feet to a point;

THENCE North 31 degrees 34 minutes 56 seconds West for a distance of 79.17 feet to a point;

THENCE North 28 degrees 34 minutes 40 seconds West for a distance of 81.61 feet to a point;

THENCE North 25 degrees 21 minutes 28 seconds West for a distance of 83.30 feet to a point;

THENCE North 24 degrees 11 minutes 05 seconds West for a distance of 78.91 feet to a point;

THENCE North 23 degrees 55 minutes 59 seconds West for a distance of 16.00 feet to a point;

THENCE leaving the western right-of-way of North Harnett School Road North 86 degrees 03 minutes 53 seconds West for a distance of 12.11 feet to a point;

THENCE North 01 degrees 11 minutes 04 seconds East for a distance of 96.22 feet to a point in the centerline of North Harnett School Road;

THENCE along the centerline of North Harnett School Road the following courses and distances: North 23 degrees 51 minutes 20 seconds West for a distance of 217.59 feet to a point;

THENCE North 23 degrees 50 minutes 14 seconds West for a distance of 117.40 feet to a point;

THENCE leaving the centerline of North Harnett School Road North 68 degrees 34 minutes 31 seconds East for a distance of 153.55 feet to a point;

THENCE North 00 degrees 46 minutes 40 seconds East for a distance of 757.50 feet to the point and place of beginning.

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

Said property contains 28.357 acres more or less.

HARNETT COUNTY TAX ID #
 040662 0055 03
 040663 0103
 040663 0103 01

For Registration Kimberly S. Hargrove
 Register of Deeds
 Harnett County, NC
 Electronically Recorded
 2020 Nov 24 12:37 PM NC Rev Stamp: \$ 1030.00
 Book: 3901 Page: 638 - 640 Fee: \$ 26.00
 Instrument Number: 2020021958

11-24-2020 BY: SB

STATE OF NORTH CAROLINA
 COUNTY OF HARNETT

GENERAL WARRANTY DEED

Excise Tax: ~~none~~ \$1,030.00

Prepared by & Return to:
 Brownlee, Whitlow, & Praet, PLLC
 5001 Weston Parkway, Ste 201
 Cary, NC 27513

Parcel ID Number: 004-0662-0055-03; 04-0663-0103 & 04-0663-0103-01

Prepared By & Mail to: Pope & Pope, Attorneys at Law, P.A., 4590 Old Buies Creek Road, Angier, NC 27501 (NO TITLE SEARCH, TITLE OPINION OR CLOSING PERFORMED)

THIS DEED made this 18th day of November, 2020, by and between

| GRANTOR | GRANTEE |
|--|--|
| Chesterfield Property Group, LLC, a NC Limited Liability Company | G & J Development, LLC, a NC Limited Liability Company |
| PO Box 158 Angier, North Carolina 27501 | 2265 Benson Road Angier, North Carolina 27501 |

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

W I T N E S S E T H:

THAT said Grantor, for and in consideration of the sum of TEN and no/hundredths DOLLARS (\$10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, has given, granted, bargained, sold, and conveyed, and by these presents does hereby give, grant, bargain, sell, and convey unto said Grantee, its successors and assigns forever, all of that certain piece, parcel, or tract of land situate, lying, and being in Black River Township of said County and State, and more particularly described as follows:

First Parcel:

BEING all of Tract B, containing 25,695 square feet gross, 9066 square feet in right of way, 16,629 square feet net, more or less, as shown upon that map of survey entitled, "Survey For: Troy G. Cotton and wife, Brookie H. Cotton" prepared by Ashworth Land Surveying, dated June 12, 1998 and recorded in Map Number 98-338, Johnston County Registry, reference to which map is hereby made for greater certainty of description.

The above described tract being all of that certain tract or parcel conveyed from Brookie H. Cotton, widow to James W. Johnson, III and Lloyd Stuart Surles by warranty deed dated March 3, 2011 and recorded March 3, 2011 in Deed Book 2843, Page 720, Harnett County Registry.

Second Parcel:

Submitted electronically by "Brownlee Whitlow & Praet, PLLC"
 in compliance with North Carolina statutes governing recordable documents
 and the terms of the submitter agreement with the Harnett County Register of Deeds.

Surveyed and Mapped For: Robert P. Wellons and wife, Su Lou Wellons," prepared by Stancil & Associates, Professional Land Surveyor, P.A., dated December 8, 2010, and revised December 10, 2010, December 16, 2010 and April 5, 2011, and recorded April 13, 2011 in Map Book 2011, Page 223, Harnett County Registry, which plat is incorporated by reference herein and made a part hereof.

The above described parcel being Tract No. 1 as depicted in warranty deed dated May 13, 2011 from Robert P. Wellons et ux to Lloyd Stuart Surles and James W. Johnson, III recorded June 6, 2011 in Deed Book 2872, Page 578, Harnett County Registry. For further reference see: Deed Book 1344, Page 312, Harnett County Registry.

Third Parcel:

All of Tract No. 2, containing 15.491 total acres, more or less (15.267 Net Acres with 0.224 acres located in road R/W) as shown on plat entitled, Owned By, Surveyed and Mapped For: Robert P. Wellons and wife, Su Lou Wellons," prepared by Stancil & Associates, Professional Land Surveyor, P.A., dated December 8, 2010, and revised December 10, 2010, December 16, 2010 and April 5, 2011, and recorded April 13, 2011 in Map Book 2011, Page 223, Harnett County Registry, which plat is incorporated by reference herein and made a part hereof.

The above described parcel being Tract No. 2 as depicted in warranty deed dated May 13, 2011 from Robert P. Wellons et ux to Lloyd Stuart Surles and James W. Johnson, III recorded June 6, 2011 in Deed Book 2872, Page 578, Harnett County Registry. For further reference see: Deed Book 1344, Page 312, Harnett County Registry.

See also:

(1) Boundary Line Agreement between Robert P. Wellons and wife, Su Lou O. Wellons and Max Trevis Adams and wife, Portia H. Adams dated April 27, 2011, and recorded in Deed Book 2860, Page 782, Harnett County Registry.

Boundary Line Agreement between Robert P. Wellons and wife, Su Lou O. Wellons and Margaret J. Matthews dated April 28, 2011, and recorded in Deed Book 2860, Page 787, Harnett County Registry.

The above described three parcels were conveyed from Lloyd Stuart Surles et als to Chesterfield Property Group, LLC by deed dated May 4, 2012 and recorded in Deed Book 3047, Page 541, Harnett County Registry.

Pursuant to NCGS §105-317.2 the Grantor acknowledges that the real property conveyed herein does not include a primary residence.

The herein described lands are conveyed to and accepted by the Grantee subject to all other easements, rights-of-way and restrictions shown on said map and listed on the public record.

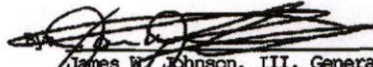
This conveyance is expressly made subject to the lien created by Grantor's real 2020, Harnett County ad valorem taxes.


TO HAVE AND TO HOLD the above-described lands and premises, together with all appurtenances thereunto belonging, or in any wise appertaining, unto the Grantee, its successors and assigns forever, but subject, however, to the limitations set out above.

AND the Grantor covenants to and with said Grantee, its successors and assigns that it is lawfully seized in fee simple in said lands and premises, and has full right and power to convey the same to the Grantee (but subject, however, to the limitations set out above) and that said lands and premises are free from any and all encumbrances, except as set forth above, and that it will (and its successors, and assigns shall) forever warrant and defend the title to the same lands and premises, together with the appurtenances thereunto appertaining, unto the Grantee, its successors and assigns against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor have caused this instrument to be duly executed and delivered, the day and year first above written.

Chesterfield Property Group, LLC, a NC
Limited Liability Company

By:  (Seal)
James W. Johnson, III, General Manager

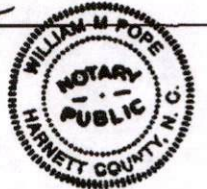
By:  (Seal)
Lloyd Stuart Surles, General Manager

STATE OF NORTH CAROLINA
COUNTY OF HARNETT

I, William M. Pope, a Notary Public of the County and State aforesaid certify that James W. Johnson, III, General Manager for Chesterfield Property Group, LLC, a NC Limited Liability Company personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial stamp or seal this 19 day of November, 2020.


Notary Public



My commission expires: 04/23/2025

STATE OF NORTH CAROLINA
COUNTY OF HARNETT

I, William M. Pope, a Notary Public of the County and State aforesaid certify that Lloyd Stuart Surles, General Manager for Chesterfield Property Group, LLC, a NC Limited Liability Company personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial stamp or seal this 19 day of November, 2020.


Notary Public



My commission expires: 04/23/2025



Board of Commissioners Agenda Report

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

MEETING DATE: April 4, 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 Community Development Committee. Consideration of nominations and appointments following interviews.

Note: Community Development Committee 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 April 2023.

REQUESTED MOTION:

Nominations and appointments made for candidates to serve on the Community Development Committee.

REVIEWED BY TOWN MANAGER:

Attachments:

- 1 Advisory Board Breakdown
- 2 Candidate Applications

Advisory Board Vacancies:

Community Development Committee

1 vacancy (will be serving the term of
a former member; term ends 12/31/25)

Advisory Board Candidate Applications Received:

Community Development Committee – (2yr term)

Jordan Phillips
Chris Donovan
Jillian Knowles



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: Jordan Phillips
Date: 3/23/2023 Home
Address: 3117 Maranka Dr, Angier NC
Email: jphillips1training@gmail.com
Telephone Numbers: (Home) _____ (Mobile) 410-366-4793 (Work) _____
Date of Birth: 07/02/82 ☒ 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.

- 3 Board of Alcoholic Control – 3yr term | ☒ Community Development Committee – 2yr term
2 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: US Army Occupation: Civil Affairs Specialist

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

Do you reside within Town Limits of Angier? ☒ Yes ☐ No Length of Residence in Angier: 3 Yrs 1 Mths

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

Civic or Service Organization Experience: I have 18 years experience serving on a US Army Civil Affairs team. we advise and assist foreign governments interacting with the US military

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

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

Please list any experience or education you have relevant to the Board you are applying for and why you wish to serve: Extensive governance experiences and a Masters in Education with a focus on Adult learning and training

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 N/A

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: Jordan Phillips

Signature: [Signature] Date: 3/23/2023

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
3/23/23



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: Chris Dunaway Date: 3-23-23

Home Address: 113 S Poplar Drive

Email: Chris Dunaway@hotmail.com

Telephone Numbers: _____
(Home) 919-349-2715 (Mobile) _____ (Work)

Date of Birth: 9/30/75 ☒ 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

X 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: WALK ME Occupation: Sales

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: ___ Yrs ___ Mths

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

Civic or Service Organization Experience: Student Govt, Social Worker w/ Homeless

Town Boards previously served on and year(s) served: W/AT

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

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

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: Christopher Alan Denahan

Signature: [Signature] Date: 3-23-23

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
3/23/23



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: Jillian Knowles Date: 3/21/23

Home Address: 54 Clarendon Ct. Angier NC 25501

Email: jrk@jrkknowles.co

Telephone Numbers: _____
(Home) 570 205 2191 (Mobile) _____ (Work)

Date of Birth: 10/18/88

☐ 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

X 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: self employed

Occupation: photographer & real estate

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: 4⁵ Yrs 1 Mths

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

Civic or Service Organization Experience: Volunteer with Deployed Love - a non profit committed to visiting deployed military members and their families.
Photographer with mm1A

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 graduated from Penn State with a degree in Recreation parks and tourism management.

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. My husband is in the military and is sometimes out of town but I have childcare to help at those times.

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: Jillian Knowles

Signature: Jillian R Knowles Date: 3/21/23

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
3/28/23



Board of Commissioners Agenda Report

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

| | |
|----------------------|--|
| MEETING DATE: | April 4, 2023 |
| PREPARED BY: | Hans Kalwitz |
| ISSUE | Engagement Letter with Thompson, Price, Scott, Adams & Co., P.A. |
| CONSIDERED: | |
| DEPARTMENT: | Finance |

SUMMARY OF ISSUE:

To ensure a seamless transition into our FY 2023 audit, we are following through with the formality of executing the engagement letter with Thompson, Price, Scott, Adams & Co., P.A. (we currently hold a three-year contract with the firm).

FINANCIAL IMPACT:

N/A

RECOMMENDATION: N/A

REQUESTED MOTION:

Motion to adopt and execute the engagement letter with Thompson, Price, Scott, Adams & Co., P.A.

REVIEWED BY TOWN MANAGER:

This has been reviewed by the Interim Town Manager.

Attachments: Engagement Letter



Thompson, Price, Scott, Adams & Co., P.A.
4024 Oleander Drive Suite 3
Wilmington, North Carolina 28403
Telephone (910) 791-4872
Fax (910) 239-8294

January 1, 2023

Town of Angier
P.O. Box 278
55 N. Broad Street West
Angier, NC 27501

We are pleased to confirm our understanding of the services we are to provide the Town of Angier for the year ended June 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the Town of Angier as of and for the year ended June 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Angier's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Angier's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Net Pension Asset/Liability RSI
- 3) OPEB

We have also been engaged to report on supplementary information other than RSI that accompanies the Town of Angier's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole [in a separate written report accompanying our auditor's report on the financial statements OR in a report combined with our auditor's report on the financial statements]:

- 1) Budgetary Comparison Statements

- 2) Combining Statements
- 3) Individual Fund Statements
- 4) Supporting Schedules

[In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.]

1) Introductory and Statistical Sections for the Annual Comprehensive Financial Report

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the Town of Angier and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to

our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Angier's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the Town of Angier in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services

will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the town; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Thompson, Price, Scott, Adams & Co., PA and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to cognizant agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Thompson, Price, Scott, Adams & Co., PA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Gregory Adams, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately July 1, 2023 and to issue our reports no later than October 31, 2023.

Our fee for these services is stated in the approved audit contract. Any additional work out of the normal scope of the audit will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these

fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of the Town of Angier's financial statements. Our report will be addressed to management and those charged with governance of the Town of Angier. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Town of Angier is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the Town of Angier and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Thompson, Price, Scott, Adams & Co., PA

RESPONSE:

This letter correctly sets forth the understanding of the Town of Angier.

Management signature: _____

Title: Interim Town Manager

Date: _____

Governance signature: _____

Title: Mayor

Date: _____



Board of Commissioners Agenda Report

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

| | |
|----------------------|---|
| MEETING DATE: | April 4, 2023 |
| PREPARED BY: | Hans Kalwitz |
| ISSUE | Contract with Thompson, Price, Scott, Adams & Co., P.A. |
| CONSIDERED: | |
| DEPARTMENT: | Finance |

SUMMARY OF ISSUE:

To begin our FY 2023 audit with Thompson, Price, Scott, Adams & Co, P.A. the Town will have a formal agreement with the audit firm. This contract includes the cost of the audit as well as the deadline of financial statements; which will be delivered to the Local Government Commission for their approval.

FINANCIAL IMPACT:

N/A

RECOMMENDATION: N/A

REQUESTED MOTION:

Motion to adopt and execute the contract between Thompson, Price, Scott, Adams & Co., P.A and the Town of Angier.

REVIEWED BY TOWN MANAGER:

This has been reviewed by the Interim Town Manager.

Attachments: Audit Contract

| | |
|-----|--|
| The | Governing Board |
| of | Primary Government Unit Town of Angier |
| and | Discretely Presented Component Unit (DPCU) (if applicable) NA |

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

| | |
|-----|---|
| and | Auditor Name Thompson, Price, Scott, Adams & Co. PA |
| | Auditor Address 4024 Oleander Drive, Suite 103, Wilmington, NC 28403 |

Hereinafter referred to as Auditor

| | | |
|-----|--------------------------------|---|
| for | Fiscal Year Ending 06/30/23 | Date Audit Will Be Submitted to LGC 10/31/23 |
|-----|--------------------------------|---|

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will not be approved.

Financial statements were prepared by: ☒ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:

Title and Unit / Company:

Email Address:

Hans Kalwitz

Finance/ Angier

hkalwitz@angier.org

OR Not Applicable ☐ (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

| | |
|---|---------------------------|
| Primary Government Unit | Town of Angier |
| Audit Fee | \$ 26000.00 |
| Additional Fees Not Included in Audit Fee: | |
| Fee per Major Program | \$ 3,000.00 if applicable |
| Writing Financial Statements | \$ |
| All Other Non-Attest Services | \$ |

DPCU FEES (if applicable)

| | |
|---|----|
| Discretely Presented Component Unit | NA |
| Audit Fee | \$ |
| Additional Fees Not Included in Audit Fee: | |
| Fee per Major Program | \$ |
| Writing Financial Statements | \$ |
| All Other Non-Attest Services | \$ |

SIGNATURE PAGE

AUDIT FIRM

| | |
|--|---------------------|
| Audit Firm* | |
| Thompson, Price, Scott, Adams & Co. PA | |
| Authorized Firm Representative (typed or printed)* | Signature* |
| Gregory S Adams, CPA | |
| Date* | Email Address* |
| | gadams@tpsacpas.com |

GOVERNMENTAL UNIT

| | |
|---|-------------------|
| Governmental Unit* | |
| Town of Angier | |
| Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a)) | |
| Mayor/Chairperson (typed or printed)* | Signature* |
| Robert K Smith | |
| Date | Email Address |
| | bsmith@angier.org |

| | |
|--|---------------|
| Chair of Audit Committee (typed or printed, or "NA") | Signature |
| Date | Email Address |

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

| | |
|---|---------------------|
| Primary Governmental Unit Finance Officer* (typed or printed) | Signature* |
| Hans Kalwitz, Finance | |
| Date of Pre-Audit Certificate* | Email Address* |
| | hkalwitz@angier.org |

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

| | |
|--|----------------|
| DPCU* | |
| NA | |
| Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a)) | |
| DPCU Chairperson (typed or printed)* | Signature* |
| Date* | Email Address* |

| | |
|--|---------------|
| Chair of Audit Committee (typed or printed, or "NA") | Signature |
| Date | Email Address |

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

| | |
|--|----------------|
| DPCU Finance Officer (typed or printed)* | Signature* |
| Date of Pre-Audit Certificate* | Email Address* |

Remember to print this form, and obtain all
required signatures prior to submission.

PRINT

MANAGER'S REPORT &
STAFF REPORTS

HUMAN RESOURCES



HR/PAYROLL MONTHLY REPORT

FOR THE MONTH OF:

March 2023

- Processed payroll Commissioner Pay 3/3/23 \$7,046.53, Regular on 3/10/23 \$73,998.63 and 3/24/23 \$70,646.11
- Compiled & Submitted Monthly Retirement Report on 3/30/23
- Remitted Federal & State payroll tax on 3/10/23 and 3/24/23
- Invoiced Harnett County SRO Contract for March 2023
- Sent out reminders for annual evaluations
- Advertised for New positions approved in budget and vacant positions
 - Part Time Utility Customer Service Rep
 - Police Officer Positions
- Processed applications as they were sent in and provided to the departments for review and consideration
- Hired for one of the Police Officer Positions- employee started March 23
- Attended TJCOG Recruitment Marketing Meeting in Durham on March 24
- Was approved by NC Department of Natural & Cultural Resources for Disposal of Original Records that have been duplicated by Electronic Means.
- Completed Quarterly payroll reporting

ENGINEERING

Memo

To: Richard Hicks, Interim Town Manager
From: Bill Dreitzler, P.E., Town Engineer
Date: March 28, 2023
Re: April 2023 BOC Meeting - Engineer's Staff Report

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

Hwy 210 Sidewalk Extension Project

The project is nearing completion of construction. An extension request to August 15, 2023 has been approved as a Supplemental between NCDOT and the Town. With the construction being substantially completed by the end of March, it will take 2 to 3 months to navigate final reimbursement requests, final inspections with NCDOT and compiling other required NCDOT close out documents.

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. A public input meeting was held in the Town's Board Room on Wednesday, March 15, 2023 from 6 PM to 8 PM. Task 2 of the Engineering Agreement is being reviewed by NCDOT for concurrence. The total cost of Task 2 is \$83,079.22. The combination of Task 1 and Task 2 is \$169,844.30. The Board of Commissioners when approving Task 1 also approved Task 2 for execution by the Town Manager as long as the total cost of the combined tasks did not exceed \$170,000. Summit is moving forward with the stormwater design and utility relocation design for the project as we move to the 60% completion submittal. Staff continues to meet approximately every 2 weeks with Summit and NCDOT to keep the project on track.

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: | <u>\$ 226,875</u> |
| 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 February 2023 our Average Daily Flow (ADF) to the North Harnett Regional Wastewater Treatment Plant is 0.596 MGD or roughly 59% of our 1.008 MGD treatment allocation. We are currently tracking 0.853 MGD in obligated but not yet tributary flows (18 different active developments). Therefore, our ADF + NYT flow is over our permitted capacity by 0.441 MGD. In addition, we are tracking 5 additional developments that are in the design phase that currently total 0.397 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 of 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 \$378,102.32 in change order cost. The change order cost had been \$442,330.32; however, through value engineering a reduction change order was approved that was a deduct of \$64,228. The reduction was related to concrete ballast for the wet wells. Therefore, the current contract amount is \$4,244,185. We are currently estimating that PS#6 will go on-line in April/May 2023. 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 50% 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. **Staff is currently evaluating the potential to seek up to \$400,000 in Division of Water Infrastructure funding related to the implementation of a Stormwater Utility Fee. There is no local match; however, it is a very competitive application cycle. Application will be due in late May 2023.**

500,000 Gallon Elevated Water Storage Tank

Based on direction from the Board of Commissioners, the project is moving forward as a Pedeshphere Tank in lieu of a Leg Tank. In addition, we are in the process of receiving construction bids to isolate the Junny Road Standpipe from the Town's distribution system and connect directly to the Blue Dog fire suppression system. This path will allow the Town to save considerable funds by significantly reducing the amount of water that has to be flushed per month for water quality and allow the Town to meet its obligations to Blue Dog for adequate water supply to operate the fire suppression system. A current key task is locating and securing a site for the project's booster pump station. Per our design consultant, the booster station needs to be located in the area of Tippet Road and Hwy 210.

Old Core Water Distribution System Replacement Project

A kick-off meeting for the engineering phase of the project was held at Public Works on March 27, 2023. The initial site walk-thru and subsequent survey location phase is scheduled to begin in the next couple of weeks. The project team is also evaluating the most effective way to break the project into multiple contracts. A project schedule will be developed in the next few weeks.

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

A project meeting was held on March 15, 2023. In addition to the project team meeting, Gradient had surveyors on site to assess the project survey needs. Notification letters will be sent out to impacted property owner's regarding survey crew presence on March 29th. Staff has begun communications with CSX to determine if the property they own in the project area can be acquired. Gradient has presented an alternative that modifies the access to Hidden Valley and eliminates one of the two culvert crossings. This option, even with property acquisition would save the Town a considerable amount of cost.

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. Per discussions with Ken Pohlig, Division of Water Infrastructure, the \$6,143,750 may be distributed to Harnett County as a "capacity fee" applied towards the current project cost estimate of \$8,783,500. The balance will be paid using available ARPA funds and the water/sewer general fund. Note that the project cost remains an estimated cost as it will be based on actual construction cost. Harnett Regional Water has indicated that they anticipate an authorization to construct by year end. **No change since the last report.**

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. Envirolink presented the Report to the Board of Commissioners at the February 2023 Workshop. With approval of the sealed Report at the April 2023 Board of Commissioners meeting, the Report will be advertised and made available for public comment for a period of not less than 45 days. After addressing any

comments, the final Report will be approved at the June 6, 2023 Board of Commissioners meeting. Results from the financial analysis indicate that the Town's System Development Fees will generally remain the same as the current fee structure.

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. A meeting was conducted including Town staff, NCDOT and CAMPO to discuss combining funding sources. Based on the consensus at the meeting, NCDOT is preparing an Agreement to install sidewalks along McIver from the school to Wilma using Division 6 funds. **No change since the last report.**

Additional Capital Projects – Funding Source Evaluation

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

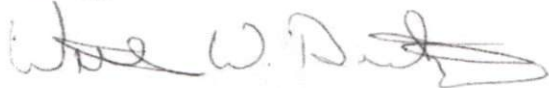
- Southwest Angier Drainage Basin Study MM1 and MM2.
- Wastewater Collection System Inflow and Infiltration Repairs.

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

| | |
|--------|--------------|
| 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 |
| Jan-23 | 24.345 |
| Feb-23 | 27.902 |
| ADF | 217.620 |
| | 0.596 |

Not Yet Tributary Flow

| | |
|--|--------------|
| Kathryn's Retreat 44 lots x 360 | 0.016 |
| Whetstone Phase 2 14 lots X 225 | 0.003 |
| Andrews Landing TH 9 units x 360 | 0.003 |
| Honeycutt Oaks 254 lots x 360 | 0.091 |
| Lynn Ridge 62 lots x 360 | 0.022 |
| Coble Farms West 133 lots x 360 | 0.048 |
| Neill's Pointe 154 lots x 360 | 0.055 |
| 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 25 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 |
| Sherri Downs 116 lots x 480 | 0.056 |
| 109 lots x 600 | 0.065 |
| Vaughn Farms 88 lots x 480 | 0.042 |
| Subtotal | 0.853 |

-

-

CD Review Phase

| | |
|--------------------------|--------------|
| Wimberly (340) | 0.122 |
| White Oak Crossing (342) | 0.123 |
| Easley's Pond (152) | 0.055 |
| Station Pointe (266) | 0.096 |
| Lawrence Properties (27) | 0.001 |
| Subtotal | 0.397 |

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

| | | | |
|-------------------------|-------|---|-------|
| ADF + NYT | 1.449 | % | 1.438 |
| Add in Land Application | | % | 1.201 |
| ADF + NYT + Identified | 1.846 | % | 1.832 |
| Add in Land Application | | % | 1.530 |

LAST UPDATE: 3-28-2023

PARKS & RECREATION

MONTHLY REPORT
ANGIER PARKS & RECREATION
March 28, 2023

- Spring sports season has begun and we have set another record with over 800 participants for the spring 2023 season. We will have (65) total teams for boys and girls ages 3-15. We have T-Ball, Baseball, Softball & Soccer for this season. Practices will continue through end of April with games starting on the last week of April and running through first week of June.
- The new playground at Jack Marley Park is very, very popular so far. We are hoping to get the other playground replaced in the next fiscal year.
- We have installed our temporary outfield fences at Field 2 and Field 3 and we have placed the team benches and bleachers for the upcoming season to begin.
- We have edged and groomed all of the surfaces on our (5) infield areas along with marking the (3) soccer fields and getting the soccer goals and nets ready for practices and games.
- We are in the process of setting up field and picnic shelter rentals through our Tyler Parks and Rec. Software. We hope to have that up and running by early April. This way it is streamlined just like our youth sports registration.
- Angier Jack Marley Park hosted the 2nd Annual Spring Fling on Saturday March 25 with a pretty good turn out even if the weather didn't cooperate with us this year. Casey Todd did an excellent job planning, organizing and running the event. We feel the event will be even better in 2024. Just need the weather to be better.
- Construction on the ditch area by the Dog Park will begin as soon as it dries out enough to get the equipment in there without making a huge mess of the area. We are hoping to get it completed very soon.
- Met with Casey Todd and Veronica Hardaway about sending our letter of intent to obtain the Attorney General's Environmental Enhancement Grant for Jack Marley Park Pond erosion control and riparian buffer along Willow Street and Williams Street. We are also looking to use the Grant to fund possible land acquisition for area by new park site at end of Campbell Street.

PUBLIC WORKS



Town of Angier

www.angier.org

Robert K. Smith
Mayor

Richard Hicks
Interim Town Manager

Veronica Hardaway
Town Clerk

April 4, 2023

Public Works staff report for the Month April

- Staff took 12 loads of limbs/leaves to the landfill the month of February (17.97 tons)
- Staff took 8 loads of Household to the landfill the month of February (7.93 tons)
- Staff set 18 new water meters
- Staff completed 200 workorders to mark Town Utilities (water and sewer lines).
- Staff serviced and vacuumed out 10 pump stations
- Staff repaired water leak at West Church Street
- Staff repaired water leak at North Dunn and East Cutts
- Staff cleaned ditch at 596 Circle Drive
- Staff relocated 10 water services from a 2' line to 10" water line at Wimberly Road Apartments
- Staff completed Trenching a safety course
- Staff repaired water leak at 247 Whetstone Drive
- Staff GIS water meters and Gate valves along NC 210
- Staff repaired water line at 16 Blackthorn
- Staff cut off 51 Residents for non-payment of water bills.
- Staff reading water meters 3500
- Staff place mulch at 55/210
- Staff repaired utility cutts along North Broad Street
- Staff Flushed water lines and exercised Gate valves
- Staff repaired water leak at 123 North Willow
- Fixed water leak at 54 Jill Street
- Staff inspecting new utilities at Coble Farms, Neill Point and Spring Village, Honeycutt Oaks, Tanglewood
- Lanier's Construction Completion date March of 2023.
- Planting Flowers in the planters the week of April 3rd,
- Water Fountain will be cleaned and put back into operation the week of April 3rd.

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: March 2023

Permitting/Inspection Totals – Month of March 2023:

Total Permits Issued: **60**

Building Inspections Performed: **242**

New Construction Permits Issued - Residential: **19**

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

Total Fees Collected: **\$19,409.25**

2022-2023 Fiscal Year Totals:

New Construction - Residential: **172**

New Construction - Commercial: **1**

Total Fees Collected: **\$187,311.75** as of (March: 93.66%)

*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
Highland Ridge: Site Construction Underway
Kennebec Crossing: Site Construction Underway, Final Plat nearing recordation
Spring Village PUD: Phase 1 Under Construction
Tanglewood 1: Home Construction Underway
Tanglewood 3: Annexation Recorded
Cotswold PUD: Home Construction Underway
Camden Place PUD: Site Construction Underway
White Oak Creek Crossing PUD: Construction Drawings Under Review
Myrtle Manor PUD: No Site Work underway
Sherri Downs: Final Plat nearing recordation
Easley Pond Phase I: Construction Drawings Under Review
Vaughan Farms PUD: Construction Drawings Approved
Wimberly: Construction Drawings Under Final 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 under review

Code Enforcement Spreadsheet Attached



Town of Angier

www.angier.org

Robert K. Smith
Mayor

Richard Hicks
Interim Town Manager

Veronica Hardaway
Town Clerk

CODE ENFORCEMENT DIVISION ACTIVITY REPORT FOR MONTH OF MARCH 2023

NEW INVESTIGATIONS: 39

Nuisance: 6
Zoning: 31
Minimum Housing: 0
Vehicle: 2

OPEN/ ACTIVE CASES: 39

Nuisance: 8
Zoning: 25
Minimum Housing: 4
Vehicle: 2

CASES CLOSED: 24

Nuisance: 14
Zoning: 10
Minimum Housing: 0

CIVIL CITATIONS ISSUED: 10

Total Fines Paid: 4
Total Amount Collected: \$200

PENDING ABATEMENTS: 1 – Pending Contractor Estimate

COMPLETED ABATEMENTS:

Nuisance: 340 W. Church Street – Demolished Dilapidated Structure / Town Abatement
Nuisance: 383 W. Church Street – Demolished Dilapidated Structure/Town Abatement (Paid)
Nuisance: 153 W. Lillington Street – Cleaned Property / Town Abatement
Nuisance: 163 W. Lillington Street – Cleaned Property / Town Abatement
Nuisance: 48 South Dunn Street - Cleaned Property / Town Abatement

Zoning: Temporary Signs In Right Of Way - Removed 40 Signs



Town of Angier

www.angier.org

Robert K. Smith
Mayor

Richard Hicks
Interim Town Manager

Veronica Hardaway
Town Clerk

Community Development Coordinator Report for March 2023

- Spoke with Natasha Earle-Young and Heath Pittman from NC DOT regarding the synchronization of the stop lights at 210/55 and 210/Broad street. NC DOT is getting the necessary equipment to set up communications between the signals.
- Attended the NC Main Street Conference in Statesville March 14-16
- Working with Derek McLean, Jimmy Cook, and Veronica Hardaway on an Environmental Enhancement Grant to replace the riprap rock buffer around the pond and to preserve the wetlands near the bridge at the park. The second project would be to repair the drainage and curb on S. Broad and Lillington St. Grant awards will be from \$5,000 to \$500,000.
- Met with Christian Lockamy, Harnett County Director of Economic Development and Angie Stewart, Business Retention & Expansion to discuss opportunities to bring businesses to Angier. We are working on a plan of action to attract potential businesses.
- Met with AnnaScott from Harnett County arts council to host the Harnett Music Festival in June with cooperation from the downtown businesses.
- Spring Fling. Given the weather, the event was well attended. Children participated in the egg hunt and adults enjoyed the band and vendors. If the weather cooperated, attendance would have been around 6000 people. A BIG 'THANK YOU' to the Parks & Rec Dept. especially Randy and Ty for helping setup at Spring Fling to make it a success.
- Working on a Rural Transformation Grant Fund for a downtown revitalization project. Very competitive, but we will get it. Average award is \$250,000 - \$300,000
- Spoke with Sergio Benitez regarding his second location for his clothing store to be here in Angier. He is interested in the store front next to Up N Smoke. 16 E. Depot St. Spoke with Michael Barakat who owns the building. Setting up meeting with Michael and Sergio to walk the property.

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 March 28, 2023
To Interim Town Manager: Richard Hicks
From Garland L. Thompson, Jr

Subject Matter: March, 2023 Police Activities & Statistical Data

ABC Monthly Report is included in Board Packets

****Police activities for the month of March, consisted of 2,741 calls for Service/Officer initiated activities (call logs). Officers investigated 27 offenses. During these investigations; 12 individuals were arrested on a total of 25 charges, 7 arrests were made due to outstanding warrants (warrant service), 2,254 Subdivision / Security checks were logged for the month of March, 9 traffic accident reports were created this month, 5 cited for ordinance violations, 63 traffic citations were issued totaling 77 charges and 95 verbal or written warnings.**

- **I'm excited for what this police department has accomplished and where we're heading, to be able to provide a professional service to our community. Thank you all, for your support.**

Thank you,
Chief of Police
Garland L. Thompson, Jr.
gthompson@angier.org

State of North Carolina
Alcoholic Beverage Control Commission
ABC Law Enforcement Monthly Report
GS 18B-501(f1)



Board:

Angier Town

Reporting Month / Year:

Mar-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 | 2 |
| 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 | | 1 |
| Total: | | 1 |

| Controlled Substance Violations | At Permitted Establishment | Away From Permitted Establishment |
|----------------------------------|----------------------------|-----------------------------------|
| Felony Drug Related Charges | | 2 |
| Misdemeanor Drug Related Charges | | 6 |
| Total: | | 8 |

| Other Offenses | At Permitted Establishment | Away From Permitted Establishment |
|----------------------------|----------------------------|-----------------------------------|
| Driving While Impaired | | 1 |
| All Other Criminal Charges | | 25 |
| Total: | | 26 |

| | |
|--------------------------------|-----------|
| TOTAL CRIMINAL CHARGES: | 35 |
|--------------------------------|-----------|

| | |
|---------------------------------------|---|
| Agencies Assisted | |
| Assistance Provided to Other Agencies | 0 |

| |
|----------------|
| Remarks |
| |

Reporting Officer / Title:

G.Thompson / Chief

Report Date:

3/28/2023

Call Log Call Type Summary

Angier Police Department

03/01/2023 - 03/28/2023

| | | | |
|---|-------|---|----|
| <No Call Type Specified> | 4 | 911 Hang Up - 911 Hang Up | 8 |
| Alarm Activation - Alarm Activation | 18 | Animal Complaint - Animal Complaint | 2 |
| Assault - Assault | 1 | Assist EMS - Assist EMS | 3 |
| Assist Motorist - Assist Motorist | 6 | Assist Other Agency - Assist Other Agency - Law Enforcement | 1 |
| Business Walk Thru - Business Walk Thru | 142 | Careless and Reckless Vehicle - Careless and Reckless Vehilce | 3 |
| Citizen Complaint - Citizen Complaint | 1 | Communicate Threats - Communicate Threats | 2 |
| Community Policing - Community Policing | 4 | Crash - Traffic Accident | 9 |
| Direct Traffic - Direct Traffic | 14 | Disturbance - Disturbance | 13 |
| DOA - Dead On Arrival | 1 | Domestic Dispute - Domestic Dispute | 4 |
| Drug Activity - Drug Activity | 3 | DWI - Driving While Impaired | 1 |
| Escort - Escort | 3 | Follow Up - Follow Up | 1 |
| Foot Patrol - Foot Patrol | 2 | Fraud - Fraud | 5 |
| H&R - Hit and Run | 2 | Harrassing Phone Calls - Harrassing Phone Calls | 1 |
| Larceny - Larceny | 3 | Mental Subject - Mental Subject | 2 |
| Missing Juvenile - Missing Juvenile | 1 | Missing Person - Missing Person | 1 |
| Noise Complaint - Noise Complaint | 1 | Order Violation - Order Violation | 3 |
| Other Call - Other Call Not Listed | 3 | Parking Violation - Parking Violation | 2 |
| Property Damage - Property Damage | 3 | Radar - Radar | 1 |
| Security Check - Security Check | 1,246 | Shoplifting Complaint - Shoplifting Complaint | 3 |
| Shots Fired - Shots Fired | 1 | Stand-By - Stand-By | 2 |
| Subdivision Check - Subdivision Check | 1,008 | Suspicious Activity - Suspicious Activity | 7 |
| Suspicious Person - Suspicious Person | 2 | Suspicious Vehicle - Suspicious Vehicle | 4 |
| Traffic Stop - Traffic Stop | 158 | Trespassing - Trespassing | 5 |
| TWO - Talk With Officer | 15 | Unauthorized Use of Motor Vehicle - Unauthorized Use of Motor Vehicle | 2 |
| Warrant Service - Warrant Service | 7 | Welfare Check - Welfare Check | 7 |

Total Number Of Calls: 2,741

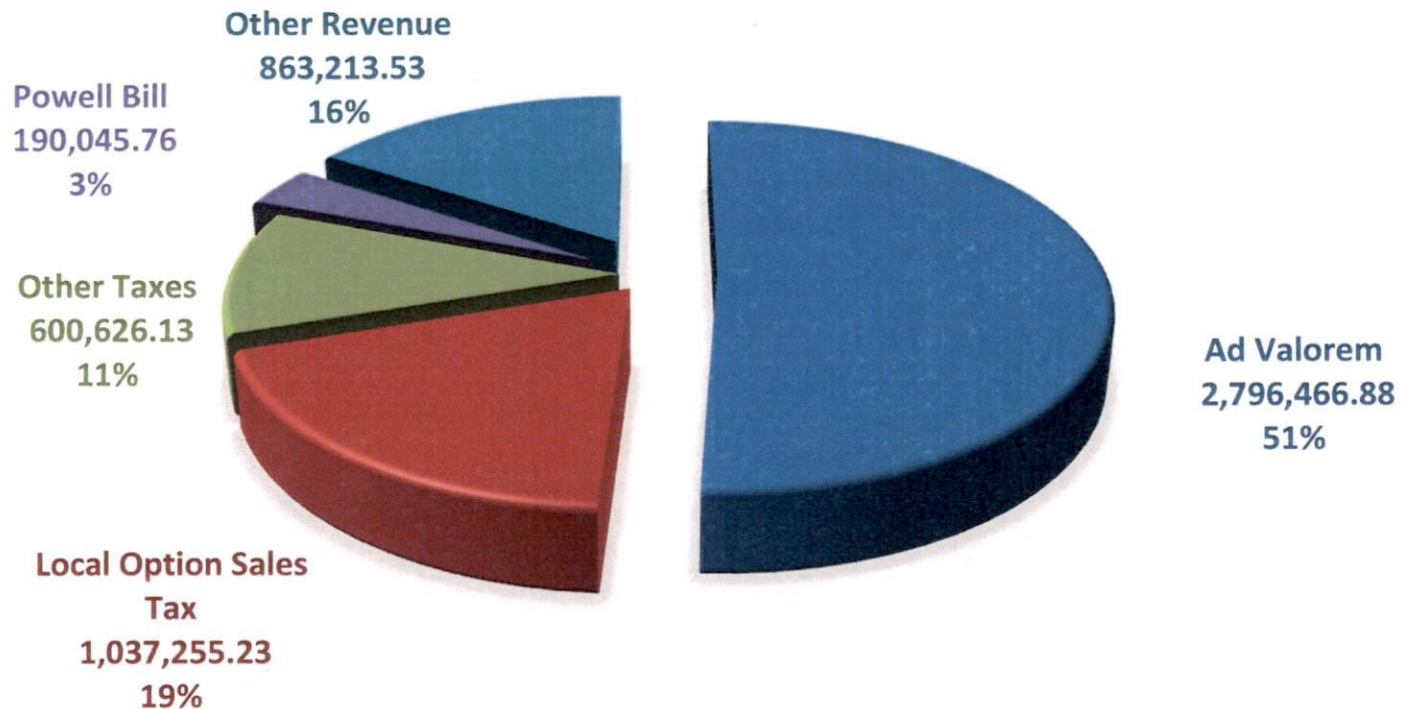
FINANCE



Town of Angier

April 2023 Financial Report

GENERAL FUND REVENUE (INCLUDING POWELL BILL)





General Fund Departments



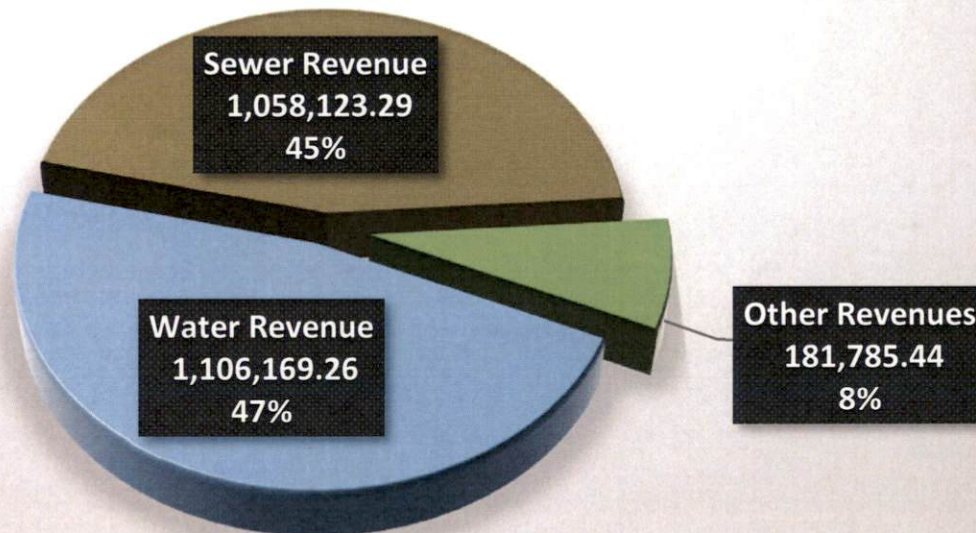
Your Tax Dollar at Work

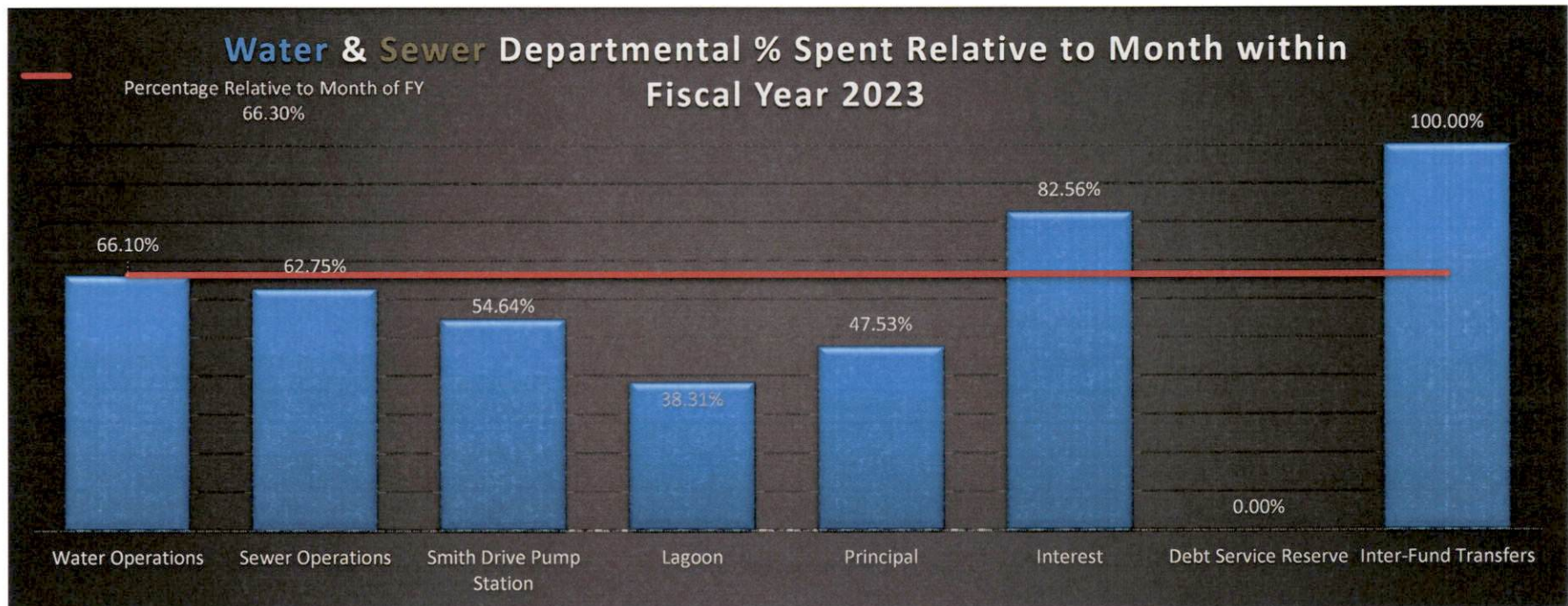
Cents to the Dollar





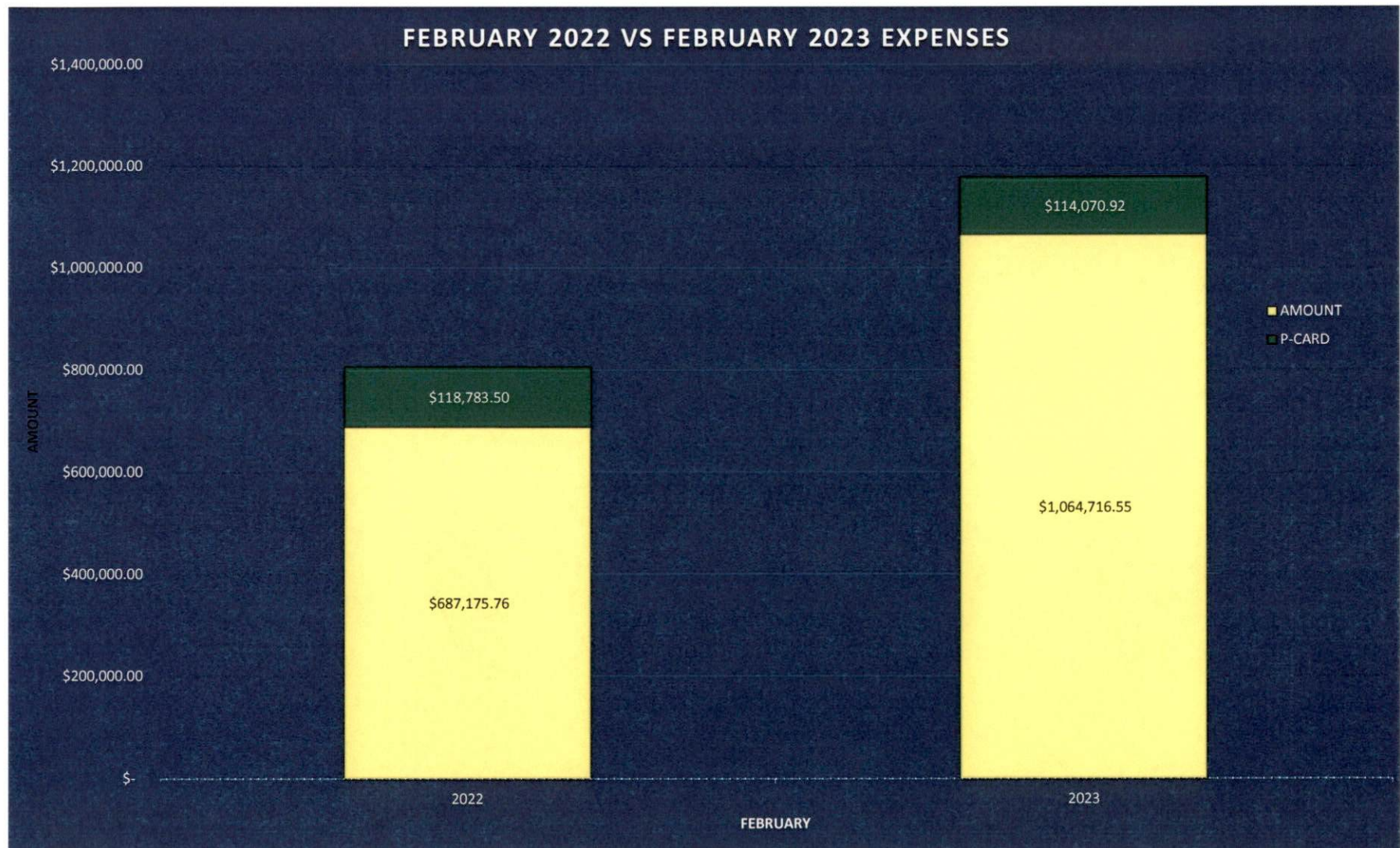
Water & Sewer Fund Revenue





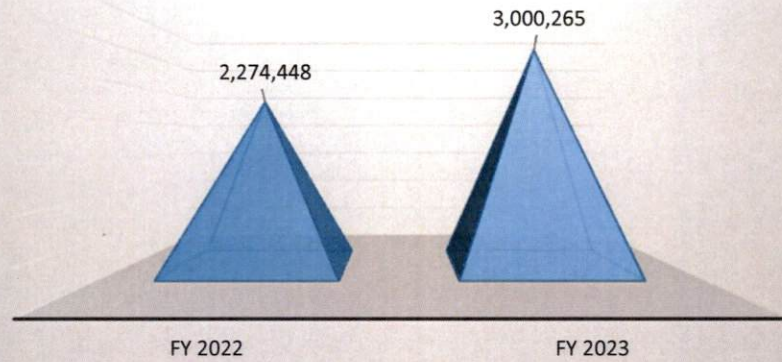


| SALES AND USE TAX ANALYSIS FY's 2015-2023 | | | | | | | | | |
|---|---------------|---------------|---------------|---------------|---------------|---------------|-----------------|-----------------|-----------------|
| | FY 2014-15 | FY 2015-16 | FY 2016-17 | FY 2017-18 | FY 2018-19 | FY 2019-20 | 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 | \$ 125,159.30 |
| 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 | \$ 151,244.74 |
| 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 | \$ 1,188,499.07 |
| 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 | \$ 174,115.79 |
| % Growth | 7.64% | 8.82% | 20.13% | 5.46% | 8.63% | 9.11% | 14.54% | 27.95% | 17.16% |

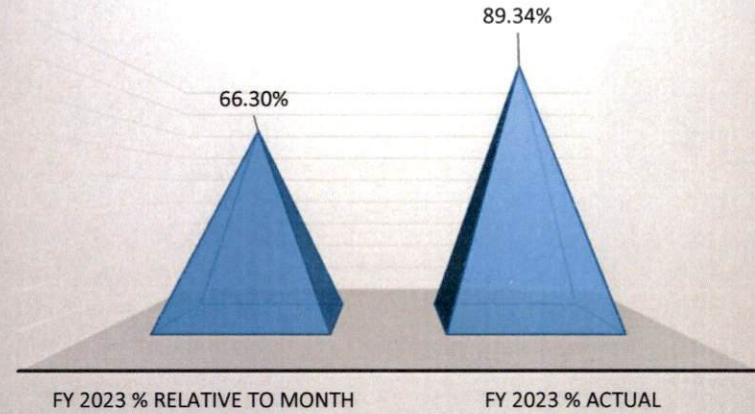




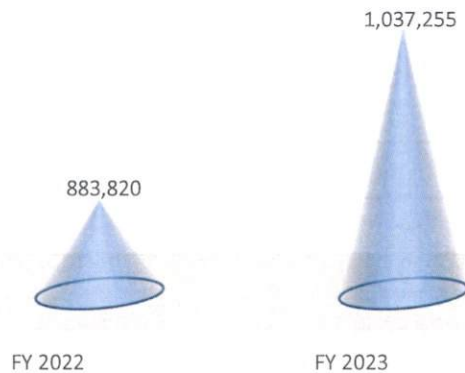
Ad Valorem (FY 2022 vs FY 2023 Actual)



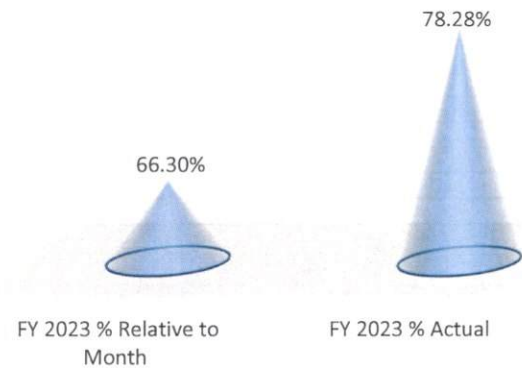
Ad Valorem (% Budget vs % Actual)



LOST (FY 2022 vs FY 2023 Actuals)

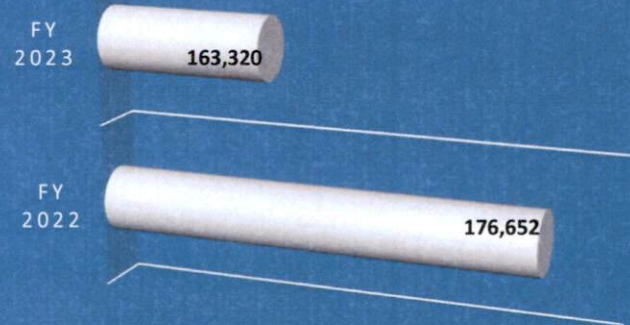


LOST (% Budget vs % Actual)

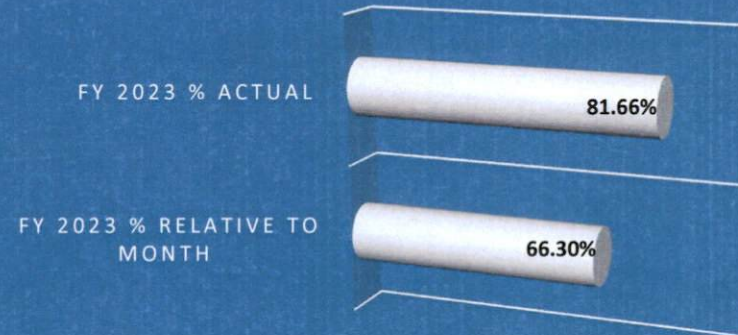




BUILDING PERMITS (FY 2022 VS FY 2023 ACTUALS)



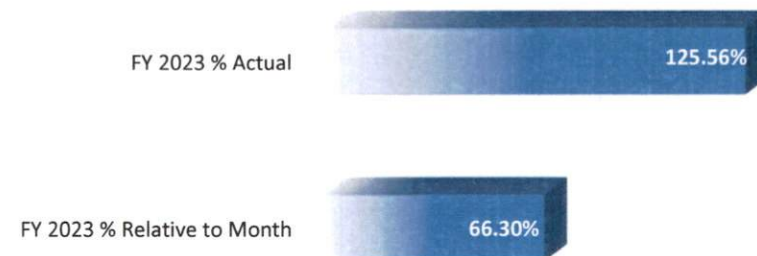
BUILDING PERMITS (% BUDGET VS % ACTUAL)



PLANNING FEES & PERMITS (FY 2022 VS FY 2023 ACTUALS)

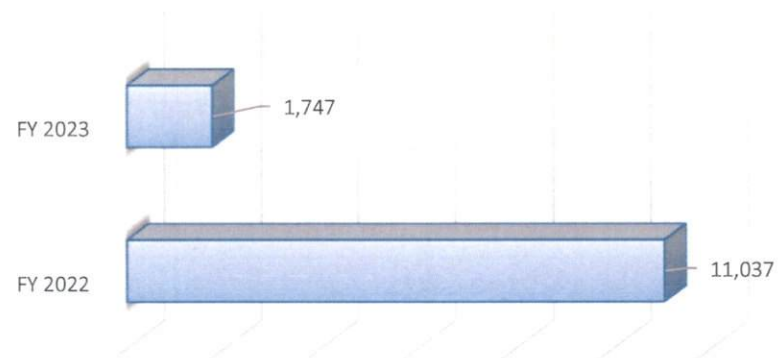


PLANNING FEES & PERMITS (% BUDGET VS % ACTUAL)

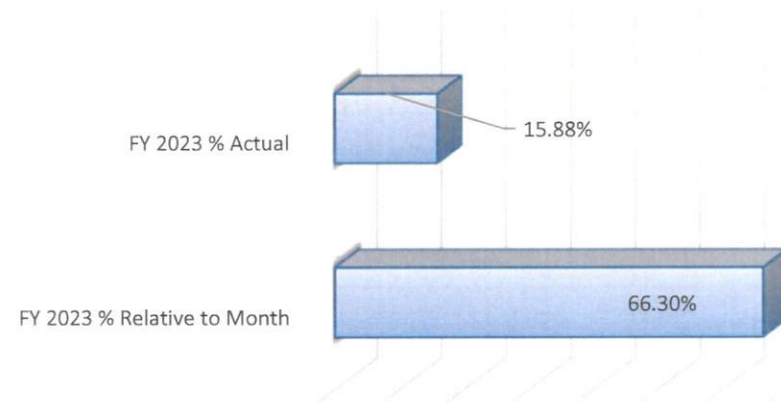




Code Enforcement (FY 2022 vs FY 2023 Actuals)

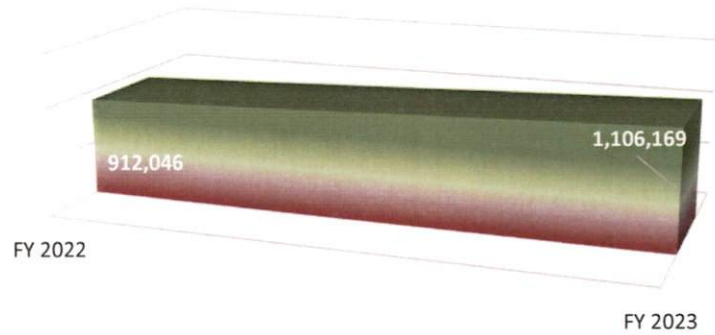


Code Enforcement (% Budget vs % Actual)

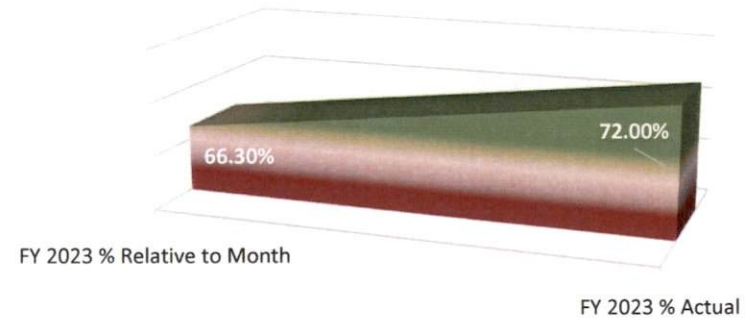




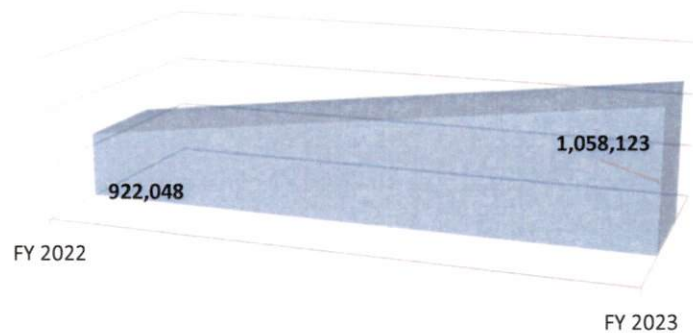
Water Sales (FY 2022 vs FY 2023 Actuals)



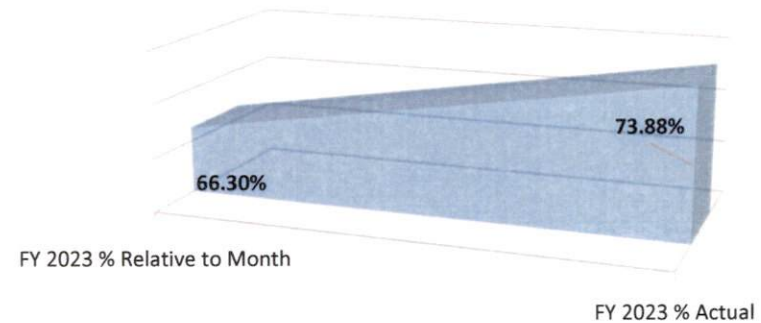
Water Sales (% Budget vs % Actual)



Sewer Sales (FY 2022 vs FY 2023 Actuals)

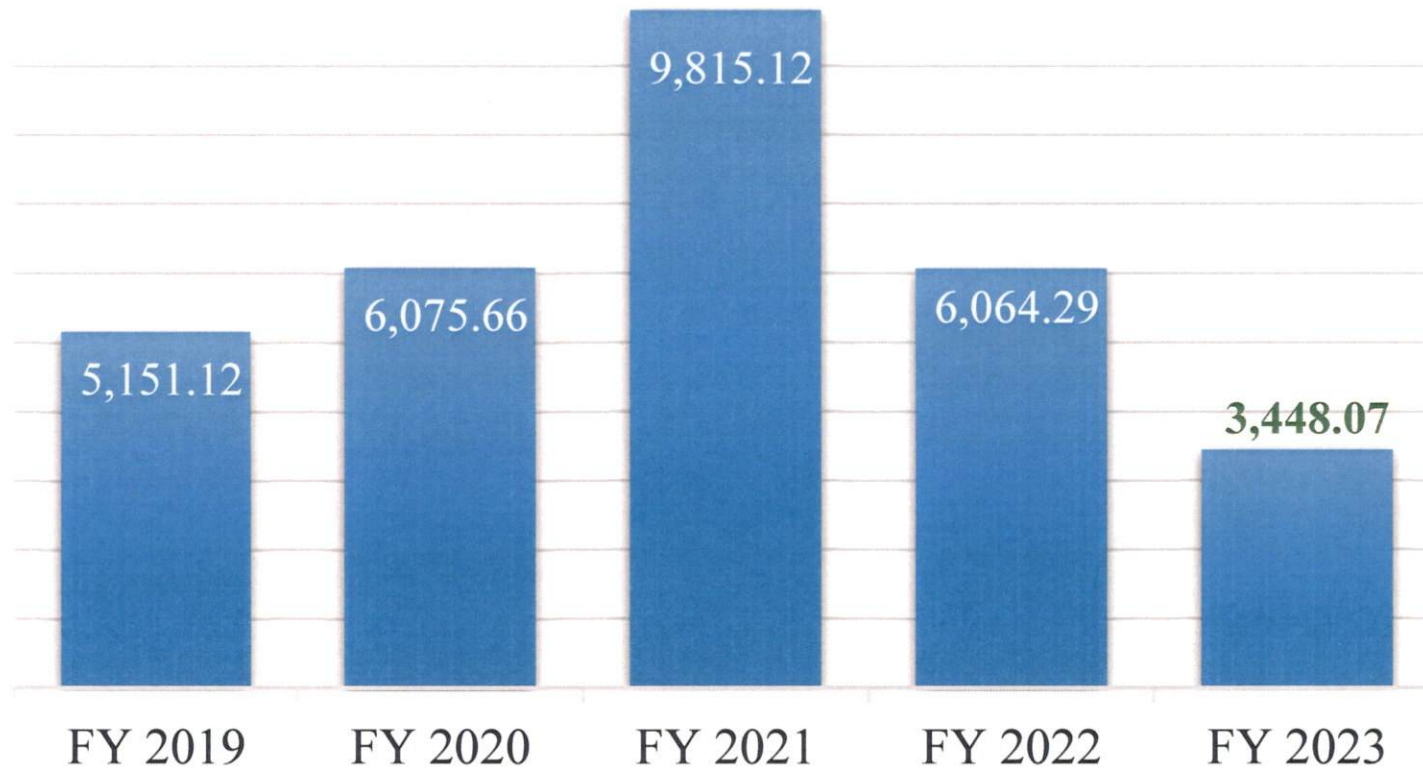


Sewer Sales (% Budget vs % Actual)





(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/ Reconnection 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 | \$ 9,080.00 | \$ 2,950.00 | \$ 50.00 | \$ (2,900.00) | \$ (350.00) | \$ (75.00) |
| January | \$ 15,940.00 | \$ 2,907.00 | \$ 50.00 | \$ 6,520.00 | \$ 3,700.00 | \$ 75.00 | \$ (9,420.00) | \$ 793.00 | \$ 25.00 |
| February | \$ 10,190.00 | \$ 3,800.00 | \$ 675.00 | \$ 5,490.00 | \$ 3,300.00 | \$ 50.00 | \$ (4,700.00) | \$ (500.00) | \$ (625.00) |
| 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 | \$ 61,640.00 | \$ 28,999.00 | \$ 650.00 | \$ (18,909.60) | \$ 6,122.00 | \$ (650.00) |



Statement of Revenues & Expenditures February 28, 2023)

| General Fund | | | | |
|--|------------------|---------------------|-----------------------|-------------------|
| | Budget | YTD | Variance | Percentage |
| Revenues: | | | | |
| Ad Valorem Taxes | 3,071,850 | 2,796,466.88 | (275,383.12) | 91.04% |
| Motor Vehicle Tax | 286,568 | 203,798.28 | (82,769.72) | 71.12% |
| Local Option Sales Tax | 1,325,000 | 1,037,255.23 | (287,744.77) | 78.28% |
| Other Taxes | 413,065 | 396,827.85 | (16,237.15) | 96.07% |
| Restricted Intergovernmental | 135,746 | 143,943.11 | 8,197.11 | 106.04% |
| Permits and Fees | 619,885 | 472,827.52 | (147,057.48) | 76.28% |
| Recreation Department Fees | 77,254 | 74,602.00 | (2,652.00) | 96.57% |
| Investment Earnings | 3,000 | 62,988.21 | 59,988.21 | 2099.61% |
| Other General Revenues | 27,295 | 108,852.69 | 81,557.69 | 398.80% |
| Fund Balance Appropriated | 845,409 | - | (845,409.00) | 0.00% |
| Total Revenues | 6,805,072 | 5,297,561.77 | (1,507,510.23) | 77.85% |
| Expenditures: | | | | |
| | Budget | YTD | Variance | Percentage |
| Governing Body | 72,762 | 28,287.92 | 44,474.08 | 38.88% |
| Administration | 752,666 | 622,428.93 | 130,237.07 | 82.70% |
| Finance | 341,711 | 265,823.34 | 75,887.66 | 77.79% |
| Police Department | 1,954,126 | 1,240,781.79 | 713,344.21 | 63.50% |
| Planning & Inspections Department | 908,319 | 391,711.26 | 516,607.74 | 43.12% |
| Streets & Sanitation Department | 869,255 | 581,952.37 | 287,302.63 | 66.95% |
| Parks & Recreation Department | 478,300 | 314,447.46 | 163,852.54 | 65.74% |
| Library Department | 188,870 | 43,925.33 | 144,944.67 | 23.26% |
| Depot | 21,037 | 9,426.09 | 11,610.91 | 44.81% |
| 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 | 6,805,072 | 4,682,008.47 | 2,123,063.53 | 68.80% |
| Revenues over Expenditures (Spread) -----> | | 615,553.30 | | |



Statement of Revenues & Expenditures February 28, 2023)

| Angier Elementary Drainage Fund | | | | |
|--|---------------|---------------|--------------------|-------------------|
| | Budget | YTD | Variance | Percentage |
| Revenues: | | | | |
| Harnett County Board of Education | 14,907 | - | (14,907.00) | 0.00% |
| INTEREST ON INVESTMENTS | - | 306.02 | 306.02 | 0.00% |
| Total Revenues | 14,907 | 306.02 | (14,600.98) | 2.05% |
| Expenditures: | Budget | YTD | Variance | Percentage |
| Construction | 14,907 | - | 14,907.00 | 0.00% |
| Total Expenditures | 14,907 | - | 14,907.00 | 0.00% |
| Revenues over Expenditures (Spread) -----> | | 306.02 | | |

Statement of Revenues & Expenditures February 28, 2023)

| General Capital Reserve Fund | | | | |
|--|------------------|-------------------|-----------------------|-------------------|
| | Budget | YTD | Variance | Percentage |
| Revenues: | | | | |
| Interest Earned | - | 27,930.97 | 27,930.97 | 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 | 206,930.97 | (1,659,942.03) | 11.08% |
| Expenditures: | Budget | YTD | Variance | Percentage |
| 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) -----> | | 206,930.97 | | |



Statement of Revenues & Expenditures February 28, 2023)

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: | | | | |
| 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 February 28, 2023)

Parks & Recreation Field Rental/Donations Fund

| | Budget | YTD | Variance | Percentage |
|--|---------------|--------------------|--------------------|---------------|
| Revenues: | | | | |
| Interest Earned | - | 8.92 | 8.92 | 0.00% |
| BANK OF AMERICA P-CARD REBATE | 272 | 272.40 | 0.40 | 100.15% |
| Booster Club Proceeds | 4,510 | 4,510.54 | 0.54 | 100.01% |
| Booster Club Proceeds | 33,000 | - | (33,000.00) | 0.00% |
| Total Revenues | 37,782 | 4,791.86 | (32,990.14) | 12.68% |
| Expenditures: | | | | |
| Facility Repair & Maintenance | 3,378 | 3,650.00 | (272.00) | 108.05% |
| Uniforms | - | - | - | 0.00% |
| Printing & Publishing | 1,404 | - | 1,404.00 | 0.00% |
| Professional Services | - | - | - | 0.00% |
| Contract Services | - | - | - | 0.00% |
| Capital Outlay | 33,000 | 12,163.37 | | 36.86% |
| Total Expenditures | 37,782 | 15,813.37 | 21,968.63 | 41.85% |
| Revenues over Expenditures (Spread) -----> | | (11,021.51) | | |



Statement of Revenues & Expenditures February 28, 2023)

| Powell Bill Fund | | | | |
|--|----------------|-------------------|-------------------|---------------|
| | Budget | YTD | Variance | Percentage |
| Revenues: | | | | |
| Vehicle Licenses | 19,500 | 15,364.37 | (4,135.63) | 78.79% |
| Interest on Investments | 2,083 | 2,869.21 | 786.21 | 137.74% |
| State Street - Aid | 171,812 | 171,812.18 | 0.18 | 100.00% |
| Fund Balance Appropriated | - | - | - | 0.00% |
| Total Revenues | 193,395 | 190,045.76 | (3,349.24) | 98.27% |
| Expenditures: | | | | |
| | Budget | YTD | Variance | Percentage |
| Equipment Maintenance | 10,272 | 700.00 | 9,572.00 | 6.81% |
| Fuel | 6,000 | 902.91 | 5,097.09 | 15.05% |
| 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 | 34,981 | - | 34,981.00 | 0.00% |
| Total Expenditures | 193,395 | 1,602.91 | 191,792 | 0.83% |
| Revenues over Expenditures (Spread) -----> | | 188,442.85 | | |

Statement of Revenues & Expenditures February 28, 2023)

| 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 | - | 47,871.94 | 47,871.94 | 0.00% |
| Total Revenues | 125,000 | 47,871.94 | (77,128.06) | 38.30% |
| Expenditures: | | | | |
| | Budget | YTD | Variance | Percentage |
| ENGINEERING | - | 59,839.94 | (59,839.94) | 0.00% |
| CONSTRUCTION | 125,000 | - | 125,000.00 | 0.00% |
| Total Expenditures | 125,000 | - | 125,000 | 0.00% |
| Revenues over Expenditures (Spread) -----> | | 47,871.94 | | |



Statement of Revenues & Expenditures February 28, 2023)

American Rescue Plan Act & CARES Act Fund

| | Budget | YTD | Variance | Percentage |
|--|------------------|-------------------|---------------------|-------------------|
| Revenues: | | | | |
| Interest on Investments | - | 36,049.88 | 36,049.88 | 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 | 898,923.21 | (915,133.79) | 49.55% |
| 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) -----> | | 898,923.21 | | |

Statement of Revenues & Expenditures February 28, 2023)

HWY 210/Park Street Sidewalk Project Fund

| | Budget | YTD | Variance | Percentage |
|--|------------------|---------------------|---------------------|-------------------|
| Revenues: | | | | |
| Interest on Investments | - | 2,051.81 | 2,051.81 | 0.00% |
| NC Department of Transportation | 585,394 | 516,875.50 | (68,518.50) | 88.30% |
| 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 | 1,072,602.31 | (317,299.69) | 77.17% |
| Expenditures: | Budget | YTD | Variance | Percentage |
| ENGINEERING/CONCRETE TESTING (100%) | - | 15,041.75 | (15,041.75) | 0.00% |
| Engineering | 3,413 | - | 3,413.00 | 0.00% |
| Construction | 1,386,489 | 944,157.64 | 442,331.36 | 68.10% |
| Total Expenditures | 1,389,902 | 959,199.39 | 430,702.61 | 69.01% |
| Revenues over Expenditures (Spread) -----> | | 113,402.92 | | |



Statement of Revenues & Expenditures February 28, 2023)

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: | | | | |
| 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 February 28, 2023)

| Water & Sewer Fund | | | | |
|--|------------------|---------------------|-----------------------|-------------------|
| | Budget | YTD | Variance | Percentage |
| Revenues: | | | | |
| Water Sales | 1,490,453 | 1,106,169.26 | (384,283.74) | 74.22% |
| Sewer Sales | 1,619,973 | 1,058,123.29 | (561,849.71) | 65.32% |
| Investment Earnings | 5,949 | 45,866.16 | 39,917.16 | 770.99% |
| Late Fees/Reconnections | 130,000 | 61,640.00 | (68,360.00) | 47.42% |
| Other Operating Revenues | 242,332 | 74,279.28 | (168,052.72) | 30.65% |
| Transfer from W/S Capital Reserve | - | - | - | 0.00% |
| Total Revenues | 3,488,707 | 2,346,077.99 | (1,142,629.01) | 67.25% |
| Expenditures: | Budget | YTD | Variance | Percentage |
| Water Operations | 1,462,386 | 966,574.57 | 495,811.43 | 66.10% |
| Sewer Operations | 890,405 | 558,179.15 | 332,225.85 | 62.69% |
| Smith Drive Regional Pump Station | 579,000 | 316,376.52 | 262,623.48 | 54.64% |
| Lagoon | 70,510 | 27,008.93 | 43,501.07 | 38.31% |
| Debt Service | | | | 0.00% |
| Principal | 288,243 | 137,015.61 | 151,227.39 | 47.53% |
| Interest | 173,163 | 142,963.59 | 30,199.41 | 82.56% |
| Debt Service Reserve | - | - | - | 0.00% |
| Inter-Fund Transfers | 25,000 | 25,000.00 | - | 100.00% |
| Total Expenditures | 3,488,707 | 2,173,118.37 | 1,315,588.63 | 62.29% |
| Revenues over Expenditures (Spread) -----> | | 172,959.62 | | |



Statement of Revenues & Expenditures February 28, 2023)

NC Department of Environmental Quality Water Line Project (Option 8) Fund

| | Budget | YTD | Variance | Percentage |
|--|----------------|------------------|--------------------|-------------------|
| Revenues: | | | | |
| Interest Earned | - | 1,479.73 | 1,479.73 | 0.00% |
| NC DEQ Distribution | 92,276 | - | (92,276.00) | 0.00% |
| TRANSFER FROM WATER & SEWER FUNI | 25,000 | 25,000.00 | - | 100.00% |
| Total Revenues | 117,276 | 26,479.73 | (90,796.27) | 22.58% |
| 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) -----> | | 26,479.73 | | |

Statement of Revenues & Expenditures February 28, 2023)

Water & Sewer Capital Reserve Fund

| | Budget | YTD | Variance | Percentage |
|--|----------------|-----------------|---------------------|-------------------|
| Revenues: | | | | |
| Interest Earned | 0 | 5627.37 | 5627.37 | 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 | 5,627 | (270,257.63) | 2.04% |
| Expenditures: | Budget | YTD | Variance | Percentage |
| Transfer to Pump Station #1 & #6 Projec | 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) -----> | | 5,627.37 | | |



Statement of Revenues & Expenditures February 28, 2023)

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 DES | 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 February 28, 2023)

Elevated Water Storage Tank Replacement

| | Budget | YTD | Variance | Percentage |
|--|------------------|-------------------|-----------------------|-------------------|
| Revenues: | | | | |
| INTEREST EARNED | - | - | - | 0.00% |
| ELEVATED WATER STORAGE TANK REPLA | 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 DES | 171,500 | - | 171,500.00 | 0.00% |
| CONSTRUCTION COSTS | 1,965,000 | - | 1,965,000.00 | 0.00% |
| LAND SURVEYING COSTS | 10,000 | 3,147.75 | 6,852.25 | 31.48% |
| CONTINGENCY (15%) | 294,750 | - | 294,750.00 | 0.00% |
| Total Expenditures | 2,456,250 | 3,328.75 | 2,452,921 | 0.14% |
| Revenues over Expenditures (Spread) -----> | | (3,328.75) | | |



Statement of Revenues & Expenditures February 28, 2023)

Pump Stations & Force Main Capital Project

| | Budget | YTD | Variance | Percentage |
|--|------------------|---------------------|-----------------------|---------------|
| Revenues: | | | | |
| INTEREST EARNED | - | 3,316.15 | 3,316.15 | 0.00% |
| LOAN PROCEEDS | 3,241,083 | - | (3,241,083.00) | 0.00% |
| HWY 55 FORCE MAIN RELOCATION REIM | 178,128 | - | (178,128.00) | 0.00% |
| TRANSFER FROM ARPA & CARES Act Fun | 635,200 | - | (635,200.00) | 0.00% |
| Total Revenues | 4,054,411 | 3,316.15 | (4,051,094.85) | 0.08% |
| Expenditures: | | | | |
| Pump Station #6 Department | | | | |
| MISCELLANEOUS | - | - | - | 0.00% |
| PROFESSIONAL SERVICES | 59,110 | - | 59,110.00 | 0.00% |
| CAPITAL OUTLAY - CONSTRUCTION (UF | 1,257,727 | 274,690.05 | 983,036.95 | 21.84% |
| FORCE MAIN/GRAVITY SEEWER REALIC | 60,000 | - | 60,000.00 | 0.00% |
| CONTINGENCY | 77,100 | - | 77,100.00 | 0.00% |
| Pump Station #1 & Force Main Department | | | | |
| SEWER PERMIT APPLICATION | - | - | - | 0.00% |
| EASEMENTS | 10,200 | - | 10,200.00 | 0.00% |
| PROFESSIONAL SERVICES | - | 1,425.00 | (1,425.00) | 0.00% |
| PUMP STATION #1 REPLACEMENT | 1,122,226 | 349,514.13 | 772,711.87 | 31.14% |
| FORCE MAIN REALIGNMENT | 400,000 | 315,178.88 | 84,821.12 | 78.79% |
| ON-SITE SANITAR SEWER UPGRADES | 26,500 | - | 26,500.00 | 0.00% |
| STORM SEWER RELOCATION | 690,350 | - | 690,350.00 | 0.00% |
| HWY 55 FORCE MAIN RELOCATION REI | 178,128 | - | 178,128.00 | 0.00% |
| CONTINGENCY | 173,070 | - | 173,070.00 | 0.00% |
| Total Expenditures | 4,054,411 | 940,808 | 3,054,492.94 | 23.20% |
| Revenues over Expenditures (Spread) -----> | | (937,491.91) | | |



Statement of Revenues & Expenditures February 28, 2023)

| Asset Forfeiture Fund | | | | |
|--|---------------|------------------|-------------------|---------------|
| | Budget | YTD | Variance | Percentage |
| Revenues: | | | | |
| Interest on Investments | 1,400 | 1,295.28 | (104.72) | 92.52% |
| Unauthorized Substance Use Distribution | 21,919 | 21,919.24 | 0.24 | 100.00% |
| Federal Equitable Sharing Distribution | 23,842 | 20,859.13 | (2,982.87) | 87.49% |
| Total Revenues | 47,161 | 44,073.65 | (3,087.35) | 93.45% |
| 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) -----> | | 44,073.65 | | |



Statement of Revenues & Expenditures February 28, 2023)

System Development Fee (Buy-In Method)

| | Budget | YTD | Variance | Percentage |
|--|----------------|-------------------|-------------------|-------------------|
| Revenues: | | | | |
| Interest on Investments | 12,193 | 15,172.75 | 2,979.75 | 124.44% |
| SDF (Water Buy-In Method) | 74,693 | 75,976.28 | 1,283.28 | 101.72% |
| SDF (Sewer Buy-In Method) | 233,300 | 237,288.00 | 3,988.00 | 101.71% |
| Total Revenues | 320,186 | 328,437.03 | 8,251.03 | 102.58% |
| Expenditures: | Budget | YTD | Variance | Percentage |
| Harnett County WWTP Expansion | 320,186 | - | 320,186.00 | 0.00% |
| Total Expenditures | 320,186 | - | 320,186.00 | 0.00% |
| Revenues over Expenditures (Spread) -----> | | 328,437.03 | | |

Statement of Revenues & Expenditures February 28, 2023)

System Development Fee (Incremental Cost Method)

| | Budget | YTD | Variance | Percentage |
|--|---------------|-----------------|-----------------|-------------------|
| Revenues: | | | | |
| Interest on Investments | 103 | 126.46 | 23.46 | 122.78% |
| SDF (Water Incremental Method) | 2,448 | 2,493.72 | 45.72 | 101.87% |
| Total Revenues | 2,551 | 2,620.18 | 69.18 | 102.71% |
| Expenditures: | Budget | YTD | Variance | Percentage |
| Transfer to Capital Project Fund | 2,551 | - | 2,551.00 | 0.00% |
| Total Expenditures | 2,551 | - | 2,551.00 | 0.00% |
| Revenues over Expenditures (Spread) -----> | | 2,620.18 | | |



| FY 2023 Cash Flow Report | | | | | | | | |
|----------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Funds | July | August | September | October | November | December | January | February |
| General Fund | (94,271.17) | 217,595.90 | 27,959.72 | (70,227.68) | 186,302.88 | 178,173.89 | 103,770.46 | 386,544.80 |
| Angier Elementary Drainage | 190.95 | 190.95 | 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 | 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 | 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 | 20,998.22 | 21,175.17 |
| Powell Bill | 46,441.69 | 47,154.08 | 49,326.58 | 110,548.44 | 111,155.21 | 101,781.83 | 53,524.61 | 55,424.61 |
| Junny Rd/Willow St Project | - | - | (29,752.99) | (9,982.84) | (15,753.28) | (12,527.49) | (22,144.03) | (11,968.00) |
| ARPA & CARES Act | 0.10 | 0.43 | 0.43 | 0.43 | 0.43 | 997.62 | 997.62 | 997.62 |
| HWY 210 Sidewalk Extension | 159,180.09 | 79,332.04 | 79,332.04 | (122,737.66) | (320,774.22) | (85,676.32) | (25,596.06) | 7,068.82 |
| SW Drainage Project | - | - | - | - | (226.25) | 0.75 | 0.75 | 0.75 |
| Water & Sewer Fund | 477,132.52 | 500,623.78 | 414,264.09 | 439,722.48 | 417,337.72 | 278,772.29 | 358,230.46 | 250,003.87 |
| NC DEQ Water Line Project | 13.78 | 13.78 | (4,565.22) | 10,434.78 | 10,434.78 | 35,434.78 | 35,434.78 | 35,434.78 |
| Water & Sewer Capital Resesrve | - | - | - | - | - | - | - | - |
| Asset Forfeiture Fund | (1,872.18) | 426.51 | 426.51 | 3,408.41 | 0.41 | 0.41 | 0.41 | (2,981.49) |
| SDF (Buy-In Method) | 11,212.24 | 4,653.06 | 20,468.52 | 18,455.80 | 0.37 | 97,074.13 | 34,266.96 | 66,562.88 |
| SDF (Incremental Cost Method) | 333.94 | 380.12 | 138.66 | 323.38 | 0.81 | 832.05 | 462.22 | 739.30 |
| Total Cash Flow -----> | 688,183.21 | 886,179.26 | 703,417.68 | 399,357.53 | 409,730.65 | 617,966.82 | 562,174.11 | 811,230.82 |



FY 2023 Investment of Idle Funds Report

| Funds | July | August | September | October | November | December | January | February |
|--|---------------------|---------------------|---------------------|------------------|------------------|----------------------|----------------------|----------------------|
| General Fund | 3,051,301.41 | 2,571,689.06 | 2,638,137.10 | 2,715,876 | 3,008,422 | 3,229,650.97 | 3,466,238.01 | 3,504,674.14 |
| Angier Elementary Drainage | 15,015.90 | 15,015.90 | 15,041.96 | 15,109 | 15,152 | 15,199.07 | 15,253.50 | 15,305.96 |
| 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 | 1,411,878.50 | 1,416,734.13 |
| Municipal Building Project | - | - | - | - | - | - | - | - |
| P&R Donations | - | - | - | - | - | - | - | - |
| Powell Bill | 50,150.52 | 50,150.52 | 50,237.54 | 77,081 | 77,297 | 177,851.68 | 228,667.69 | 229,454.11 |
| 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 | 1,842,773.35 | 1,849,110.88 |
| HWY 210 Sidewalk Extension | - | - | - | - | - | 200,625.20 | 201,343.70 | 202,036.15 |
| SW Drainage Project | - | - | - | - | - | 452,307.51 | 453,927.36 | 455,488.47 |
| 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 | 2,360,866.25 | 2,369,107.50 |
| NC DEQ Water Line Project | 84,089.02 | 84,089.02 | 84,234.94 | 69,574 | 69,769 | 69,987.52 | 70,238.17 | 70,479.73 |
| Water & Sewer Capital Resesrve | 276,177.36 | 276,177.36 | 276,656.60 | 277,893 | 278,675 | 279,546.39 | 280,547.53 | 281,512.37 |
| Asset Forfeiture Fund | 351.55 | 63,387.57 | 63,510.24 | 64,598 | 69,228 | 69,444.09 | 69,692.79 | 69,932.47 |
| SDF (Buy-In Method) | 607,643.24 | 624,127.24 | 625,210.27 | 651,208 | 742,918 | 766,393.19 | 866,559.52 | 869,539.73 |
| SDF (Incremental Cost Method) | 5,005.30 | 5,005.30 | 5,394.64 | 5,419 | 6,383 | 6,402.62 | 7,097.95 | 7,122.36 |
| 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 | 11,275,084.32 | 11,340,498.00 |

