



Board of Commissioners

Regular Meeting

Agenda

Tuesday, August 1, 2023
6:30 PM

Location: 28 N Raleigh Street, Angier, NC 27501

Call to Order

Pledge of Allegiance

Invocation

Approval of Agenda

Public Comment

Consent Agenda

1. Approval of Minutes

- a. July 5, 2023 – Regular
- b. July 11, 2023 – Workshop

Old Business

1. Reduced Speed Limit Signs along Town Maintained Streets

- a. Consideration and approval of estimate for the installation of new street signs for the reduction of speed in Town residential areas from 35MPH to 25MPH and for those streets that currently have no signage.

2. Extend Sidewalk along North Broad Street from Junny Road to the Bailey Property

- a. Consideration and approval of a proposed developers' agreement with *Built to Last* to extend curb, gutter, and sidewalk approximately 170 linear feet along North Broad Street from Junny Road to the Bailey property.

3. Vaughan Farms Proposed Developer Agreement

- a. Consideration and approval of a proposed developer agreement to upsize approximately 2000 LF of water line from 8" to 12" along NC 55 S from Cambridge Subdivision to Vaughan Farms Subdivision.

4. Gospel in the Park

- a. Consideration and approval to give the authority to the Town Manager to sign the contract for Gospel in the Park.

5. *Ting* Fiber Internet

- a. Consideration and approval of an encroachment agreement with *Ting*.

6. Amendment to the Police Department Building RFQ

- a. Consideration and approval to amend the current RFQ to state the finished project should be 6,500 to 7,000 square feet.

New Business

1. ACE Car Show Request

- b. Consideration and approval to allow Brian Guy of Auto Culture Events to host a car show at Jack Marley Park.

2. Budget Amendment # 1

- a. Consideration and approval of Budget Amendment #1 that pertains to incomplete projects that started in FY23 into FY 24's budget, COLA increases and HSA under Blue Cross Blue Shield, and replacement laptops for the Board of Commissioners.

3. Resolution #R015-2023 to include Town Manager Elizabeth Krige on Bank Signature Cards

- a. Consideration and approval of Resolution #R015-2023 to include Elizabeth Krige on bank signature cards.

Manager's Report

Staff Reports

Human Resources

Engineering

Parks & Recreation

Public Works

Planning & Inspections

Police Department

Finance

Mayor and Town Board Reports

Closed Session pursuant to NCGS 143-318.11 (a)(6) to discuss a personnel matter

Adjourn

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

CONSENT AGENDA

**Town of Angier
Board of Commissioners
Wednesday, July 5, 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 Wednesday, July 5, 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

Members Excused: Commissioner Alan Coats

Staff Present: Interim Town Manager Richard Hicks
Town Manager Elizabeth Krige
Town Clerk Veronica Hardaway
Chief of Police Lee Thompson
Finance Director Hans Kalwitz
Planning Director Jeff Jones
Parks & Recreation Director Derek McLean
Public Works Director Jimmy Cook
Town Attorney Dan Hartzog Jr.

Others Present:

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

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

Invocation: Mayor Smith offered the invocation.

Board Action: The Town Board unanimously voted to excuse Commissioner Coats from the meeting.

Motion: Mayor Pro-tem Hawley

Vote: 3-0; unanimous

Approval of the July 5, 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: Commissioner Kazakavage

Vote: 3-0; unanimous

Presentations

Mayor Smith administered the Oath of Office to new Town Manager Elizabeth Krige and was welcomed to the Town of Angier. Ms. Krige came to Angier from the Town of Catawba. She has prior experience in local government that includes assistant to the County Manager in Catawba County, Human Resources Officer and Town Clerk for the Town of Maiden. Ms. Krige has a master of public administration and a bachelor of science in communication and political science from Appalachian State University.

Public Comment

Consent Agenda

1. Approval of Minutes

- a. June 6, 2023 – Regular
- b. June 20, 2023 – Workshop

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

Motion: Mayor Pro-tem Hawley

Vote: 3-0; unanimous

Public Hearings

1. Continued Public Hearing --- Voluntary Annexation Petition Submitted by G&J Development, LLC

Planning Director Jeff Jones stated this public hearing is a continuation from last month on a voluntary annexation petition submitted by G&J Development, LLC for approximately 28.35 acres located at 5963 NC-210, Angier, NC (Harnett County PINs: 0662-68-5452.000; 0662-68-6638.000; and 0662-68-0457.000). The Town Clerk has investigated the sufficiency of the petition and the Board set a date of the Public Hearing. At the June meeting the Board opened the public hearing; however, the applicant was not present at the meeting causing the Board to decide to continue the Public Hearing for July. The property in question is approximately 2.5 miles from town.

Mayor Smith continued the Public Hearing.

Michael Collins, 5821 NC 210 N, stated that the property in question would add additional risk to the intersection of NC 210 N and N. Harnett School Road. There is a safety concern of children going to school in that area due to the high density. The proposed property does not fit the surrounding area. If there was ever an emergency at the school, there wouldn't be a way for fire and rescue to get there.

Chris Turner, 107 N. Harnett School Road, shared that he echoed a lot of what Mr. Collins shared. There is a large amount of congestion on this road on a daily basis especially when school is in session. As parents pick children up from the school, traffic backs up all the way to and into NC-210. He voiced that he is concerned with any request to move from R-30 to R-10 due to the high level of congestion and that doesn't even account for the new homes that are already being built in that area. There is a major safety concern.

Alan Button, 61 Karen Court, wanted to focus more on the staff report and the standards that have to be met before annexation can occur. Mr. Button quoted commentary out of the UNC School of Government stating "...is highly unusual if not unique, in allowing non-contiguous satellite annexation". That being the case, annexation should occur only in exceptional circumstances and that annex petition from a developer whose land use amendment request was unanimously denied by the County Board of Commissioners seven months ago is not one of those exceptional circumstances. The developer could have appealed the County's decision but chose not to. The proposed rezoning is incompatible and will have an unreasonable impact on the surrounding community.

Mayor Smith reminded all in attendance that this public hearing was strictly for the annexation petition and the rezoning request is a separate matter.

Bo Bierley, 30 Homestead Road, voiced that the proposed property will not fit into the surrounding neighborhoods. A lot of area will be taken away displacing wildlife.

Ed Loeffler, P.E., Curry Engineering, stated that he feels this request is reasonable and he is in attendance to answer any questions that may come up.

Mayor Smith asked Mr. Loeffler if it was his proposal that the only access to the property in question be on North Harnett School Road to which Mr. Loeffler stated that was correct.

Commissioner Price asked Mr. Loeffler how many homes are proposed to which Mr. Loeffler responded 78 single family homes. It was also asked if there could be a direct entrance to NC-210 to which Mr. Loeffler responded that would be for NCDOT to determine.

The Board's concern was that there would be an estimated 156 additional people coming in and out of N. Harnett School Road with no secondary entrance/exit. Mr. Loeffler stated the applicant felt that it would be most efficient to have the single entrance and keep it as far away from the entrance to the school as possible. It could be considered to have more than one entrance; however, the applicant feels this is the most efficient approach.

Mr. Collins approached the Board and stated he felt it would be prudent for the Town Attorney to hear the legal issues that Mr. Button brought up relative to the annexation.

Town Attorney, Dan Hartzog, Jr. clarified that the only item before the Board right now is the annexing in the property. It's not necessary all of the details about driveways and entrances and exits. All of that will come up later when they submit for a particular use.

All details will be worked out through planning and through the regular process and will go before the Board again. As far as the rezoning, that pertains to rezoning a particular type of zoning and will be discussed during the second public hearing.

Mr. Button stated the annexation petition also includes a rezoning application to which Mr. Hartzog, Jr. stated the Town would annex the property in question with an initial zoning; however, would need to be applied to a Town zoning district. Mr. Button referenced NCGS 160A-58.2 “that requires a finding that the public health, safety, and welfare of the inhabitants of the city, and of the area proposed for annexation would be best served by the annexation”. He requested that standard with construction of 78 proposed dwelling units, is not satisfied in this instance. He also referenced NCGS 160A-58.3 that “the annexed area and its citizens and property are entitled to the same privileges and benefits as other parts of the city”. Mr. Button stated he referenced this subsection because it is indicated in the materials for tonight that the financial impact on the Town of Angier is not applicable; however, stated providing services to 78 additional dwelling units is hardly a negative in terms of financial impact.

Mr. Hartzog, Jr. clarified that when the Town agrees to annex property into the Town of Angier, it is not necessarily agreeing to the proposal for this particular project. It is an agreement that the land is properly part of the Town of Angier. The Town would be responsible for providing water, sewer to that area if annexed.

Mr. Jones stated that it’s common in Harnett County for Harnett Regional Water to serve projects outside of a municipality’s area where they have utilities. In talks with Harnett Regional that’s something that occurs. So essentially it would be an agreement between the town, the developer, and Harnett Regional. The Town would annex and the tax would be at a city rate; however, we would not be providing water and sewer. That area would still be serviced by town public works, garbage, and police.

Mr. Hartzog, Jr. stated that the Town would ultimately be responsible for making sure they get those services.

Seeing no one, Mayor Smith closed the Public Hearing.

Board Action: The Town Board voted to approve a voluntary annexation petition submitted by G&J Development, LLC to annex approximately 28.35 acres located at 5963 NC-210, Angier, NC (Harnett County PINs: 0662-68-5452.000; 0662-68-6638.000; and 0662-68-0457.000).

Motion: Mayor Pro-tem Hawley

Opposed: Commissioner Price

Vote: 2-1; motion carried

2. Rezoning Request Submitted by Austin Gardner with G&J Development, LLC

Mr. Jones stated that staff has received a rezoning request from Austin Gardner with G&J Development, LLC to rezone approximately 28.357 acres located off 5963 NC-210, Angier, NC (Harnett County PINs: 0662-68-5452.000; 0662-68-6638; 0662-68-0457.000)

from R-20 to R-10. The analysis of the area does not show up on our land use plan because of the proximity outside of town. The property is currently vacant and surrounding land uses include low and medium density residential as well as North Harnett Primary School adjacent to the property. The Planning Board took this issue up at their June meeting and recommended approval with the caveat that Harnett Regional Water provide utilities to this tract of land.

Mayor Smith opened the Public Hearing.

Claire Cooper, 226 Hartman Drive, stated she has called the Town to find out more about this public hearing; however, was not able to reach anyone. She is in favor of reasonable development; however, this is too much too fast. Taxes are going up but services that the government are obligated to provide are increasingly inadequate. The water pressure is erratic and a number of developments nearby are not even completed yet. Schools are becoming overcrowded and understaffed and response times for emergencies is growing dramatically. Giving developers the green light to higher density decreases our quality of life.

Rose Cotton, 105 N. Harnett School Road, stated anytime you add anything, there is an impact to the community. Most of this land has been scraped bare destroying food bearing land. Too many homes too close creates problems between neighbors.

Mr. Jones stated the signs were placed on the property in question regarding tonight's hearing as well as it being advertised in the *Daily Record*.

Mike Hill, 48 S Park Street, stated everyone has a legit concern about heavy traffic. He understands a developer coming in and wanting to get as much out of his property as possible. He asked the Board to take into consideration that Angier needs to start growing in that area.

Juan Paguero, 195 Clover Ridge, voiced that some people have left Wake County and moved to Harnett County because of what Harnett County offers. It's decisions like this rezoning that will determine whether this stays as Harnett County or becomes another Wake County. He agrees growth shouldn't be prevented; however, it doesn't have to be in such a hurried fashion.

Mr. Button stated the property in question does not meet the standards of review and requested the Board to deny the request.

Mr. Bierley voiced his concern regarding flooding and impact to the surrounding creeks.

Angie Collins, 5821 NC-210, stated it felt like the "would be" 156 people to move into the new subdivision was being represented over the people that already live in that area. The pond near her property used to be a beautiful aquamarine green and not it's brown due to directing the runoff.

Seeing no one, Mayor Smith closed the Public Hearing.

Board Action: The Town Board voted unanimously to deny the rezoning request submitted by Austin Gardner with G&J Development, LLC from R-30 to R-10 as it would have an unreasonable impact to the surrounding community such as safety concerns due to traffic and having only one ingress/egress.

Motion: Commissioner Price

Vote: 3-0; unanimous

Old Business

1. Ordinance #A004-2023 to Amend Chapter 7, Sec.-106; Speed Limit Limitations Generally

Chief Thompson stated the speed limits in residential districts are 35mph, per ordinance, unless otherwise posted. This appears to be too fast for most of our Town's residential areas, due to the close proximity of residences to the roadway where children are at play. After many complaints, the department has looked into amending the ordinance to change the speed limit to 25mph and install new signage for the affected areas.

There are approximately 97 streets that currently have no signage. If one is installed on each street the cost would be roughly \$15,035 and this would include the ones that needed to be changed out. There are approximately 10 signs that would need to be changed to the 25mph speed limit that would cost roughly \$1,550. If the U-Channel post can be reused and just sign replacement would be approximately \$315 for 10 signs. This process could be completed within 30 days; however, if all 97 signs were to be installed or replaced it was recommended to hire a company that would be able to install.

It was the consensus of the Board to direct staff to bring a budget amendment to the next meeting in regards to the 97 streets signs that need installation for approximately \$15,035.

Board Action: The Town Board voted unanimously to change residential speed limit signs from 35mph to 25mph; unless otherwise posted.

Motion: Mayor Pro-tem Hawley

Vote: 3-0; unanimous

New Business

1. Request from the Angier Museum

Ms. Rachel Barnes spoke on behalf of the Angier Museum sharing that they have run out of wall space and requested permission to hang pictures of old Angier inside the Depot. She also requested approval to use the train caboose for storage and display of historical railroad artifacts currently being stored in the Depot.

The Board was concerned that items would become damaged due to temperatures inside the caboose.

Board Action: The Town Board voted unanimously to grant the Angier Museum the use of the train caboose for storage and display of historical railroad artifacts currently being stored at the Depot, along with allowing old Angier pictures to be hung inside the Depot.

Motion: Mayor Pro-tem Hawley

Vote: 3-0; unanimous

2. Request for Gospel Singing Music Festival

Interim Town Manager Richard Hicks stated that back in 2021, there was an inaugural gospel singing event held at the Depot. Apparently, there was no town participation in the event. A temporary use permit was issued by the Town for the event. In 2022, the event was again scheduled for the first of October. Prior to the event, the Town Manager executed a Service Agreement with Clint McCallum to handle the event. In return for those services, Mr. McCallum was to be paid \$6,000 from the Town. The initial \$3,000 payment was made to pay for the deposits for the bands and other pre-event costs. The event was ultimately canceled due to weather and none of the deposits were refundable.

Mr. McCallum was under the impression that the Town had received a grant to assist with the cost of holding the event. It does not appear that any grant funds were received in the 2022/2023 budget year, and it does not appear that any grant applications were filed. The Town did receive a \$1,500 grant in 2021 from the North Carolina Arts Council. The projected \$6,000 cost for the 2022 event was apparently being covered entirely from Town funds. The Community Development budget does include funds necessary to sponsor and fund community events.

Mr. McCallum has again approached the Town and has requested permission to hold the event again in October of this year. The estimated cost for the event is again at \$6,000. He is requesting that again; these costs be paid by the Town. Town staff is trying to determine if there are potential grant opportunities prior to the event. It was recommended that the Town Board will need to determine if the Town should partner in the planned event and determine the Town's level of financial involvement.

Board Action: The Town Board voted unanimously to partner with Mr. McCallum for the Gospel Event in October splitting the cost between parties where Angier will contribute \$3,000 and Mr. McCallum contribute \$3,000 subject to a Board approved contract at a later date.

Motion: Mayor Pro-tem Hawley

Vote: 3-0; unanimous

Manager's Report

Mayor & Town Board Reports

The Board shared their appreciation to Richard Hicks for the services he provided to the Town Board, staff, and citizens these last seven months.

Town Manager Elizabeth Krige stated it's been a very busy two days meeting with Department Heads and other staff members and looks forward to getting to know everyone in town as well as working with the Board to share their vision for Angier.

There was discussion regarding a dead tree on private property hanging into Church Street that is a potential safety hazard to which Mr. Hicks explained that it could be added into the ordinances if an item is a potential hazard or health issue the Town has the authority to go on private property to get it removed. It was the consensus of the Board to refer this item to the Town Manager to look into.

Public Works Director Jimmy Cook explained that construction of widening Wilma Street by 2ft on either side begins Thursday, July 6th.

Board Action: The Town Board unanimously voted to go into Closed Session pursuant to NCGS 143-318.11 (a)(6) to discuss a personnel matter at approximately 8:52pm.

Motion: Mayor Pro-tem Hawley

Vote: 3-0; unanimous

Board Action: The Town Board unanimously voted to reconvene in open session at approximately 9:30pm.

Motion: Mayor Pro-tem Hawley

Vote: 3-0; unanimous

Adjournment: Being no further business, the Town Board voted unanimously to adjourn the meeting at 9:30pm.

Motion: Mayor Pro-tem Hawley

Vote: 3-0; unanimous

Attest:

Robert K. Smith, Mayor

Veronica Hardaway, Town Clerk

**Town of Angier
Board of Commissioners
Work Session
Tuesday, July 11, 2023, 6:30 P.M.
Angier Municipal Building
28 North Raleigh Street
Minutes**

The Town of Angier convened during a scheduled Board of Commissioners Work Session meeting Tuesday, July 11, 2023, in the Board Room inside the Municipal Building at 28 North Raleigh Street.

Members Present: Mayor Bob Smith
Mayor Pro-tem Loru Boyer Hawley
Commissioner Alan Coats
Commissioner Jim Kazakavage
Commissioner George "Jr." Price

Members Absent:

Staff Present: Interim Town Manager Richard Hicks
Town Manager Elizabeth Krige
Town Clerk Veronica Hardaway
Town Attorney Dan Hartzog, Jr.

Others Present:

Call to Order: Mayor Smith presided, calling the Board of Commissioners Work Session meeting to order at 7:00 p.m.

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

Invocation: Mayor Smith offered the invocation.

Staff & Board Expectation Discussion

Town Manager Elizabeth Krige spoke about the Board's established vision through the FY23-24 Budget Ordinance. The Board has recognized the constraints staff currently has due to the lack of space in Town Hall. In order to keep the high quality of service to the citizens, a plan has been put in place to move forward with the construction of a new Police Department and then eventually a new Town Hall.

The Town has been very friendly and seems be very tight knit and because of that she feels it's important to preserve what makes us unique, but also welcoming new citizens to the area. Ms. Krige thinks it would be beneficial looking into obtaining some industrial development. Those facilities will contribute a great deal to Angier's tax base but would require less services.

Ms. Krige asked the Board what they would like to see in her weekly manager's communication to which the consensus was anything she thinks would be beneficial for them to know such as water leaks, emergencies, etc. and list any meetings she may have attended with other officials. For immediate issues, it was requested a quick "for your information" text be sent.

Town Attorney Dan Hartzog, Jr. explained simultaneous communication and what that means under the open meetings law. If text messages and/or emails are sent, the law is currently unsettled as to whether that is simultaneous communication. The closer in time back and forth is all the more likely to be considered a meeting. There's no difference in the law between text messages and emails as its written correspondence. He understands some emails and texts have to be sent to conduct day to day business; however, urged the Board to be mindful of how they might be viewed as communicating as a quorum at the same time. He reminded everyone that either way, it's still engaging in public business and is a public record. Receiving information via text is probably not a violation; however, in his legal opinion, it is recommended that no response be given to texts for informational items.

In the past, Ms. Krige has reviewed the agenda with each elected official and was able to gather any information to questions they might have had. She asked if this was something the Board would be interested in doing to which they responded that it wasn't necessary and if they had questions they would contact her directly. Ms. Krige requested that if any Board member receives concerns or complaints to please direct them to her so that they can be addressed and included in her weekly communication.

Commissioner Price voiced that he was disappointed in the way staffing has been handled in the Police Department. This has been discussed several times and he would like to see resolution to the issue.

Mayor Smith voiced his concern in regards to Angier not being able to keep up with the wanted amenities of the growing population. He feels very strongly that the Town find a way to move forward with much needed projects and amenities such as a police station, town hall, community center, farmer's market, and water & sewer system. Ms. Krige explained there has been money set aside for those individual projects; however, it is believed there will be a shortfall where a loan through USDA will be needed. The debt service on a \$5M building on a 30-year loan is approximately \$280,000 per year.

There was discussion on the progress of current projects.

Land has already been purchased for the future Police Station. The next step is to advertise the RFQ and send it to builders that have already expressed interest. The RFQ is ready to go and will be released August 1st. Staff will review and score RFQ's received and make a recommendation to the Board. It was recommended that Ms. Krige meet with those builders that have expressed interest.

To date, there has not been any progress made on a new Town Hall; however, it was the consensus of the Board that it was necessary to move forward. Interim Town Manager Richard Hicks suggested moving forward when the Board decides what builder to select for the police station. It was the consensus of the Board that the police station, town hall, and community center are top priorities. It was agreed that the Farmer's Market hasn't been very successful in the past therefore they wanted to reallocate the \$300,000 set aside to another project.

Discussion was had regarding the Harnett County SRO agreement. Right now, Harnett County is reimbursing the Town approximately \$60,000 per year when in fact it's actually costing \$85-90,000 per year. Mr. Hicks has spoken to Harnett County to renegotiate our contract for extra costs incurred to the Town. The Carolina Charter Academy is set to sign their SRO agreement and plans to pay the full cost of the officer.

Commissioner Price brought up how it would benefit Angier to release the water and sewer system to Harnett County. There was discussion on how that could potentially cause issue as they would have full control over Angier's development. Due to Angier not losing profit or customers, it was discussed how this would not be in the best interest of the Town. Mr. Hicks voiced that Harnett County is already in control with Angier having to purchase additional capacity.

There was discussion regarding the future water tank that will be constructed on Junny Road. It was said that in order to change the water tank from a pedestal style tank to a column style tank would cost an additional \$85,000. Unless both tanks are bid out, the full price would not be known until bids are taken and a final price is received. Tank construction cost is based on the availability of work for the limited number of contractors that build tanks. As it stands, all we have is our Engineers best estimate based on his experience. If both tanks are put out to bid, there would be extra money spent and more time wasted given the fact there's a deadline to meet due to ARPA funding. This project has already been approved in the budget.

There was discussion about the formation of former Town Manager Coley Price's contract to which Town Attorney Dan Hartzog, Jr. explained that Mr. Price's contract is binding and anything that happened five years ago is not something the Town could control.

Board Action: The Town Board unanimously voted to go into Closed Session pursuant to NCGS 143-318.11(a)(6) to discuss a personnel matter at approximately 7:55pm.

Motion: Commissioner Coats

Vote: 4-0; unanimous

Board Action: The Town Board unanimously voted to reconvene in open session at approximately 8:22pm.

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 8:23pm.

Motion: Mayor Pro-tem Hawley

Vote: Unanimous, 4-0

Attest:

Robert K. Smith, Mayor

Veronica Hardaway, Town Clerk

OLD BUSINESS



Board of Commissioners Agenda Report

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

MEETING DATE: 8/1/23
PREPARED BY: Jimmy Cook
ISSUE Reduced Speed Limit Signs along Town Maintained Streets
CONSIDERED:
DEPARTMENT: Street Dept/Powell Bill

SUMMARY OF ISSUE: 25 MPH Speed limit signs along Town Streets. Below is the price quote to install.

FINANCIAL IMPACT: \$31,050.00

RECOMMENDATION:

REQUESTED MOTION:

REVIEWED BY TOWN MANAGER:

Attachments:

1 Estimate



QUOTATION

DATE

QUOTE #

7/13/2023

3104

QUOTE TO

Town of Angier
Jimmy Cook

REMIT TO

Development Resource Group
5105 Unicon Drive
Unit E
Wake Forest, NC 27587
919-612-7837
www.drgnc.com

Project

Speed Limit 25 Signs

P.O. No.

Terms

Expires

Net 30

8/12/2023

Item	Description	Qty	Price	Total
DRG-SS-ASY-INFO	DRG Traffic Control Sign Information Sign: Speed Limit 25 HIP	90	195.00	17,550.00T
DRG-INST-SS	Street Sign Pole Assembly and Installation	90	150.00	13,500.00

Subtotal \$31,050.00**Sales Tax (7.25%)** \$1,272.38**Total** \$32,322.38

Signature _____



Board of Commissioners Agenda Report

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

MEETING DATE: 8/1/23
PREPARED BY: Jimmy Cook
ISSUE Extend Sidewalk along North Broad Street
CONSIDERED:
DEPARTMENT: Powell Bill

SUMMARY OF ISSUE: Proposed developers' agreement with Built to Last (Travis Bailey) to extend curb, gutter and sidewalk approximately 170 Linear feet along North Broad Street from Junny road to the Bailey property.

FINANCIAL IMPACT: Estimated at \$50,000.00
Town staff reviews plans and receives quotes from the developer.

RECOMMENDATION:

REQUESTED MOTION:

REVIEWED BY TOWN MANAGER:

Attachments: See Attachments

1 Picture





Board of Commissioners Agenda Report

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

MEETING DATE: 8/1/23
PREPARED BY: Jimmy Cook
ISSUE Vaughan Farms Developer Agreement
CONSIDERED:
DEPARTMENT: Public Works

SUMMARY OF ISSUE:

Proposed Developer Agreement to upsize approximately 2000 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 will extend the water line from Cambridge to Vaughan Farms along NC55 south. The developer's Hydraulic study only requires Vaughan Farms to install an 8" water line to serve the subdivision, by upsizing the water line from an 8" to a 12-inch line allows the Town of Angier to prepare for future growth to the South along NC 55. The Town of Angier will pay for the material price difference to upgrade the water line from an 8" line to a 12" line.

FINANCIAL IMPACT: \$77,799.52

This amount is not budgeted and a budget amendment of \$77,799.52 will be recommended in next month's Town Board meeting.

RECOMMENDATION:

REQUESTED MOTION:

REVIEWED BY TOWN MANAGER:

Attachments: See attachments

1 Developer Agreement

STATE OF NORTH CAROLINA

**INFRASTRUCTURE AGREEMENT
PURSUANT TO §160A-320**

COUNTY OF HARNETT

THIS AGREEMENT (“**Agreement**”) is made as of the 17th day of July, 2023, by and between **RP Wellons Land and Development , LLC**, a North Carolina limited liability company, (hereinafter referred to as “**Developer**”) and the **Town of Angier**, a North Carolina municipal corporation (hereinafter referred to as the “**Town**”).

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain property located within the Town’s corporate limits having Harnett County Pin # 0673-94-3543.000 and 0673-93-4853.000, as shown and depicted on Exhibit A attached hereto (the “**Developer’s Property**”); and,

WHEREAS, Developer has prepared the development plan and construction drawings, which are attached hereto as Exhibit A, and incorporated herein by reference (hereinafter the “**Plan and Construction Drawings**”). Said Plan and Construction Drawings being subject to approval by the Town; and,

WHEREAS, Developer intends to build a residential housing development on Developer’s Property located off NC 55, Angier, NC 27501 and bearing the subdivision name Vaughan Farms (the “**Development**”). In conjunction with the Development the Town requires a

proposed 8-inch water main be installed to the Development, however, the Town has requested that a upsized 12-inch water main be installed instead, according to the terms herein set out. Developer needs municipal water service for the Development and the Town will provide said services upon certain terms and conditions herein set out; and,

WHEREAS, the parties hereto desire to enter into this Agreement to bind themselves to certain terms, conditions and obligations regarding the following: (i) certain obligations by Developer to construct the Development and to (a) construct water main and appurtenances related thereto, and (b) acquire the necessary rights-of-way and easements (hereinafter collectively referred to as “**Developer Obligations**”), and (ii) the Town’s reimbursement of certain expenses related to Developer’s Obligations as set out herein.

NOW THEREFORE, for and in consideration of the mutual exchange of the covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Developer Obligations.

- A. Developer shall build and completely construct the Development according to the Plan and Construction Drawings.
- B. Developer shall design, obtain appropriate permits and construct and dedicate to the Town, subject to the Town’s acceptance of the 12” water main and associated valves and appurtenances, (hereinafter “**Infrastructure and Appurtenances**”) as shown on the Plans and Construction Drawings.
- C. Developer shall construct the Infrastructure and Appurtenances at the same time as it constructs the Development and according to the Plans and

Construction Drawings. Thereafter, Developer shall offer for dedication to the Town the Infrastructure and Appurtenances.

Prior to the Town's acceptance of said dedication of the Infrastructure and Appurtenances, such acceptance being in the Town's sole discretion, the Town's Public Utilities Director or ("**Director**") designee may inspect the same to ascertain that they are in proper working order, not in need of repair or modification and free from any defects in workmanship. If the Director determines that the Infrastructure and Appurtenances are not in proper working order, the Director shall provide written notice thereof to Developer, who shall make such repairs within ninety (90) days of such notice, whereupon the Director shall reinspect the Infrastructure and Appurtenances.

D. Intentionally Deleted.

E. Developer shall complete construction of the Development pursuant to the Plan and Construction Drawings.

F. Upon completion of the Developer's Obligations, Developer shall offer for dedication said Infrastructure and Appurtenances to the Town for ownership and operation. Provided, however, any dedication by Developer to the Town shall not release Developer from Developer Obligations or its further obligation to correct any part of the Infrastructure or Appurtenances within one year from the date of dedication (hereinafter "**Corrective Work Period**"). Developer hereby agrees to warrant and correct during the Corrective Work Period all or any part of the Infrastructure and Appurtenances as determined by the Director as being defective, inadequate

or failing to meet workmanlike standards. Developer shall comply with all reasonable directives and requirements issued by the Director regarding the construction of the Infrastructure and Appurtenances.

- G. Developer shall bear as its separate obligation all permit fees, fines, costs, and penalties imposed or assessed by any governmental agency or regulatory authority regarding the construction of the Development and Infrastructure and Appurtenances, subject to reimbursement as provided herein. Developer shall provide and maintain a performance bond, in a form satisfactory to the Town and in favor of the Town bonding and guaranteeing the full and faithful performance of all terms, obligations and conditions herein; and, Developer shall indemnify and hold the Town harmless from any and all loss, cost or damage, including reasonable attorney's fees, occasioned by any act or omission relating to the construction of the Infrastructure and Appurtenances.
- H. Developer shall maintain or cause to be maintained, in full force and effect, commercial general public liability insurance with a financially responsible insurance company or companies licensed to do business in the State of North Carolina insuring against claims on account of loss of life, bodily injury, or property damage that may arise from, or be occasioned by, the performance of their respective obligations under this Agreement; and, such insurance shall provide for a combined single limit of not less than Two Million and No/100 Dollars (\$2,000,000.00) for bodily injury, death, or property damage. Such insurance shall extend to the contractual obligation of the insured party arising out of the indemnification obligations set forth in this Agreement. At the

Town's request, Developer shall furnish to the Town evidence that the insurance described above is in full force and effect. All such insurance shall include a waiver of subrogation by the insurer against the Town. Except for the Developer's right to enforce the Town's obligation to pay Developer the Town's Upsized Water Reimbursement as provided in Section 3, Developer hereby waives all other rights of recovery against the Town and its officials, employees and agents, for any and all damages, consequential losses, lost profits, interruption of construction or lost sales or services.

- I. Developer shall indemnify and hold harmless the Town and its agents from and against any and all claims for damage of any kind including, but not limited to, damage or injury to the person or property of anyone or any entity arising from any act, omission or performance of or non-performance by Developer of its obligation under this Agreement including, but not limited to, the defense or pursuit of any claim or any action or proceeding with respect thereto; and in case any action or proceeding is brought against the Town by reason of any such matter, then in such event, Developer, upon notice from the Town, shall defend the Town at Developer's expense by counsel reasonably satisfactory to the Town. The Town need not have first paid any such claim in order to be so indemnified. This indemnity shall expressly survive expiration or termination of this Agreement.
- J. All construction performed by Developer pursuant to this Agreement shall be performed and completed in the locations shown and in accordance with the Plan and Construction Drawings approved by the Town.

Pursuant to N.C.G.S. 160A-320, this is a contract between the Developer and Town for added public enterprise improvements that are ancillary to Developer's private development but not occasioned by the Developer. The coordination of separately contracted improvements (e.g. Infrastructure and Appurtenances/the upsizing of lines) would be impracticable. The Town is reimbursing Developer for costs associated with the construction of the Upsized 12" Water, which is over and above that which would be required of a developer under the Town's Construction Standards. Developer agrees to execute such documentation (such as deeds and easements) as the Town may request to achieve the purposes of this Agreement.

Section 2. Remedies. Should Developer fail to perform any of Developer's Obligations set out in Section 1, then the Town may, at the Town's election and in addition to other remedies set forth herein or allowed by law, terminate any and all water utility services to the area of the Development served by the Town's Upsized 12" Water line.

In the event Developer fails or refuses, in any manner whatsoever, to do or perform any obligation, term or condition of this Agreement, then in such event the Town may terminate water services to the area of the Development served by the Town's Upsized 12" Water line until Developer has satisfied any such obligation, term or condition.

Section 3. Town Obligations. Within thirty (30) days after Developer (i) completes construction of the Infrastructure and Appurtenances, (ii) obtains all permits for the Infrastructure and Appurtenances, (iii) offers the same to the Town for

dedication and (iv) the Town accepts the dedication of the same, the Town will reimburse Developer amount not to exceed \$ 77,799.52 for the up-sizing of the water line based on the difference in material prices for an 8" water line and the 12" water line (including upsized fittings and appurtenances) to be installed, and the pricing shall be determined by the market price of the material sold by the material supplier to the Project.

Section 4. Additional Documents. The parties agree to take all necessary action to enter into, execute and deliver any and all written documents necessary to carry out the intent and terms of this Agreement. However, it is acknowledged and agreed by Developer that nothing in this Agreement shall create any obligation upon the Town to issue any permits in connection with construction of the Infrastructure and Appurtenances nor shall this Agreement create any obligation upon the Town that would impede or impair the Town in performing any governmental function, including without limitation, (i) development, building and fire inspections, (ii) construction and site plan review, or (iii) issuance of certificates of occupancy.

Section 5. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, or by Federal Express, Airborne Express, or similar overnight delivery service, addressed as follows:

If to Developer: RP Wellons Land and Development, LLC
 c/o Seth Thompson
 2004 West Cumberland Street
 PO Box 730
 Dunn, NC 28334

If to Town: Town of Angier

c/o Jimmy Cook, Public Works Director
55 N. Broad Street
Angier, NC 27501.

Notice shall be deemed to have been given upon receipt. Refusal of delivery shall be deemed receipt.

Section 6. Covenant Running With The Land. It is the intention of the parties hereto that this Agreement shall be an equitable servitude and a covenant running with the lands comprising the Development. This Agreement shall be recorded with the Harnett County Registry.

Section 7. Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated and signed by both parties.

Section 8. Full Agreement. This Agreement contains the entire agreement of the parties, and all prior communications, oral or written, are without any force and effect as it is the specific intent of the parties that this Agreement alone sets forth the terms on which the parties have mutually agreed. Each party specifically agrees that it enters into this Agreement based on its own understanding of the terms hereof and does not rely, in whole or in part, on any interpretation or representation of the other party. Each party agrees that this Agreement is the result of good faith arm's length negotiations. Each party is represented by separate counsel.

Section 9. Assignment. Neither this Agreement nor the performance of any obligation herein can be assigned without the express written consent of the parties hereto, which consent will not be unreasonably withheld or delayed provided the Assignee demonstrates to the Town its capability to perform the Developer's Obligations herein.

- Section 10. No Partnership, Joint Venture. This Agreement does not create any obligation or relationship such as a partnership, joint venture or other similar legal relationship between the parties. Any correspondence or other references to “partners” or other similar terms will not be deemed to alter, amend or change the relationship between the parties hereto unless there is a formal written agreement specifically detailing the rights, liabilities and obligations of the parties as to a new, specifically defined legal relationship.
- Section 11. Binding Effect. It is mutually understood and specifically agreed that this Agreement is binding Developer’s successors, assigns, tenants, lessees and sublessees of the parties hereto.
- Section 12. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of North Carolina.
- Section 13. Venue. The parties agree that any action brought in a court of law pertaining to this Agreement or the obligations set forth herein shall be brought in Wake County, North Carolina.
- Section 14. Counterparts. This Agreement may be executed in one or more counterparts.
- Section 15. Waiver. Any waiver from time to time of any provision hereunder will not be deemed to be a full waiver of such provision or waiver of any other provision hereunder. Any waiver shall not prejudice any remedy available to the party(ies).
- Section 16. Headings. The captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held to define or add to the interpretation, construction or meaning of any provision of this Agreement.

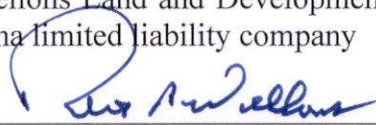
Section 17. Counsel and Draftsmanship. The parties hereto have sought and received the advice of their respective legal counsel in drafting, preparing and executing this Agreement. This Agreement was mutually drafted by counsel for both parties. There shall be no presumption or legal burden placed against either party hereto as the drafter of this Agreement, or any provision hereof, including all exhibits and agreements annexed hereto.

Section 18. Severability. If any provision herein is deemed void or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement and the remaining provisions shall be valid, enforceable and binding between the parties.

Section 19. This Agreement is made pursuant to G.S. §160A-320 and the Town of Angier Board of Commissioners has determined that the Agreement is not subject to Article 8 of Chapter 143 of the General Statutes inasmuch as the public cost will not exceed \$ 250,000 and it is more economical for the Developer to construct the Infrastructure and Appurtenances in conjunction with construction of the Development.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

RP Wellons Land and Development, LLC, a North Carolina limited liability company



By: Robert P Wellons
Title: Manager/Member

TOWN OF ANGIER

By: _____

Title: Town Manager

Attested:

_____, Town Clerk

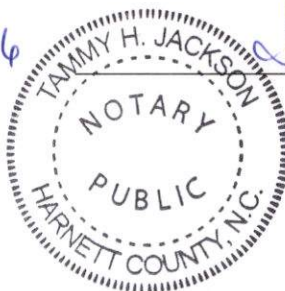
STATE OF NORTH CAROLINA

COUNTY OF HARNETT

I, a notary public of the County and State aforesaid, certify that Robert P Wellons, Manager for RP Wellons Land and Development, LLC personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this 17 day of JULY, 2023.

My Commission Expires:

8-31-2026



Tammy H. Jackson

Notary Public

STATE OF NORTH CAROLINA

COUNTY OF HARNETT

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he is Town Manager of Town of Angier, a municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Town Manager, sealed with its corporate seal and attested by _____ as its Town Clerk. Witness my hand and official stamp or seal, this _____ day of _____, 2023.

My Commission Expires: _____

Notary Public

**Exhibit A to the
Infrastructure Agreement**

Exhibit A

The Construction Drawings entitled VAUGHAN FARMS – Overall Utility Plan dated 9/27/2022
and prepared by The Spaulding Group, P.A.



Board of Commissioners Agenda Report

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

MEETING DATE:	August 1, 2023
PREPARED BY:	Elizabeth Yokley-Krige
ISSUE	Gospel in the Park
CONSIDERED:	
DEPARTMENT:	Administration/Community Development

SUMMARY OF ISSUE: In 2021, “Gospel in the Park,” was held on the depot grounds. In 2022, the town sponsored the event, but it was cancelled due to inclement weather.

At the July 5th meeting, the Board of Commissioners requested adding a clause that in the event of cancellation, the town would be reimbursed or another date would be scheduled. The Board of Commissioners agreed to sponsor the event with \$3,000 from the Special Events Budget.

FINANCIAL IMPACT:

The cost to the town is \$3,000 which will come from the Planning & Zoning Department, line item 10-5400-5910 Special Events.

RECOMMENDATION: Recommendation to move forward with the event.

REQUESTED MOTION:

I move to give the Town Manager authority to sign the contract for Gospel in the Park.

REVIEWED BY TOWN MANAGER:

Attachments: Contract

SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") is dated this 14th day of September, 2022.

CLIENT

Elizabeth
Yokley-Krige
Town of Angier
{the "Client"}

CONTRACTOR

Clint Mccallum
162 Woodvalley Drive Erwin, NC 28339
{the "Contractor"}

EVENT DETAILS:

LOCATION: 19 W DEPOT ST, ANGIER, NC

27501 DATE: OCTOBER 7, 2023

TIME: 1PM-8PM

BACKGROUND

1. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
2. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services {the "Services"}:
 - Book music acts to cover a 7 hour time frame; and
 - Provide sound and lighting.

Agreement

2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

PERFORMANCE

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USO (US Dollars).

COMPENSATION

6. The Contractor will charge the Client a flat fee of \$3,000 for the Services

7. The Contractor will invoice the Client as follows:

\$3,000 of payment should be made by September 1, 2023.

8. The Town of Angier (the "Client") shall pay the Compensation to Clint McCallum (the Contractor and he will disburse among the various artists.)

9. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

10. In the event of cancellation, the contractor agrees to reimburse the town or re-schedule the event.

CONFIDENTIALITY

11. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

12. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose any Confidential Information which the Contractor has obtained, except as authorized by the

Agreement

Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

13. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this agreement or how it was provided to the Contractor.

OWNERSHIP OF INTELLECTUAL PROPERTY

14. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Contractor. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
15. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

RETURN OF PROPERTY

16. Upon the expiration or termination of this Agreement, the Contractor will return to the Client all property, documentation, records, or Confidential Information which is the property of the Client.

INDEPENDENT CONTRACTOR

17. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

RIGHT OF SUBSTITUTION

18. Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third party sub-contractor to perform some or all of the obligation of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.
19. In the event that the Contractor hires a sub-contractor:
 - the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.

for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

AUTONOMY

20. Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

21. Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

22. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

23. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- Clint McCallum
162 Woodvalley Drive Erwin, NC 28339

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

24. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will

survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

24.

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

25. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

26. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

27. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

28. This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

29. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GOVERNING LAW

30. This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina.

SEVERABILITY

31. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

32. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Client's Representative: Elizabeth Yokley-Krige, Town Manager

Client's signature _____

Date: _____

Contractor's Representative: Clint McCallum

Contractor's Signature:

Date: _____

October 1st Gospel Concert Contract

Final Audit Report

2022-09-19

Created:	2022-09-19
By:	Sean Johnson (sjohnson@angier.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7xnijlg2vayP6ahhxZOui7NF9V4_Sy3A

"October 1st Gospel Concert Contract" History

f:) Document created by Sean Johnson (sjohnson@angier.org)

2022-09-19- 1:32:35 PM GMT

Document emailed to gvincent@angier.org for signature

2022-09-19-1:33:17 PM GMT

f:) Email viewed by gvincent@angier.org

2022-09-19 - 2:39:53 PM GMT

t,: Signer gvincent@angier.org entered name at signing as Gerald D. Vincent

o 2022-09-19- 2:40:20 PM GMT

ti: Document e-signed by Gerald D. Vincent (gvincent@angier.org)

o Signature Date: 2022-09-19 - 2:40:21 PM GMT - Time Source: server

Agreement completed.

0 2022-09-19- 2:40:21 PM GMT



Board of Commissioners Agenda Report

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

MEETING DATE: August 1, 2023
PREPARED BY: Elizabeth Yokley-Krige
ISSUE Ting Fiber Internet
CONSIDERED:
DEPARTMENT: Administration/Public Works

SUMMARY OF ISSUE: At the May 16, 2023 Board Workshop, Ting made a presentation about their fiber internet company and requested the review and approval of an encroachment agreement to install fiber and provide internet service to citizens. Ting will notify home owners about the installation of fiber six weeks prior to beginning work with a mailer and door hangers just before construction. A dedicated superintendent from Ting will work with Jimmy to keep him up to date on where they are working. With the Board's approval, Ting would like to begin work in September or October.

Additionally, Ting has requested a space to set a cabinet on town-owned property. The cabinet is 4x4x6 and needs electricity. In exchange for setting the cabinet, Ting will provide free internet service to a town building. This agreement will be forthcoming, with input from Mr. Hartzog.

FINANCIAL IMPACT:

There is not an upfront cost to the town, however there may be instances where town infrastructure is damaged during the bore process to install the fiber. When that occurs, there will be cost to replace/patch water/sewer lines.

RECOMMENDATION: After consultation with Jimmy Cook, Public Works Director and Dan Hartzog, Jr., Town Attorney, the recommendation is to approve the encroachment agreement with Ting for fiber internet to be installed throughout town.

REQUESTED MOTION:

I make a motion to approve the encroachment agreement with Ting.

REVIEWED BY TOWN MANAGER:

Attachments: Encroachment Agreement

TOWN OF ANGIER

STATE OF NORTH CAROLINA

ENCROACHMENT AGREEMENT

COUNTY OF HARNETT

TOWN OF ANGIER

and

Ting Internet, LLC

1230 Perry Road

Apex, NC 27502

**RIGHT-OF-WAY ENCROACHMENT
AGREEMENT
MUNICIPAL STREET SYSTEM
STANDARD FORM**

THIS AGREEMENT, made and entered into the _____ day of _____, 2020, by and between the Town of Angier, hereinafter referred to as "TOWN" and Ting Internet, LLC, hereafter referred to as "COMPANY".

WITNESSETH:

THAT WHEREAS, the Company desires to encroach on the right-of-way of the public road designated as The Town of Angier (Please refer to plans), located in Angier, NC with the construction and/or erection of 173,227 feet of multiduct conduit and 335 handholes.

WHEREAS, it is the material advantage of the Company to effect this encroachment, and the Town in the exercise of authority conferred to it by statute, is willing to permit the encroachment within the limits of the right-of-way as indicated, subject to the conditions of this agreement.

NOW, THEREFORE, IT IS AGREED that the Town hereby grants to the Company the right and privilege to make this encroachment as shown on the attached plan sheet(s), specifications, and special provisions that are made a part hereof upon the following conditions, to wit:

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the Town of Angier's Street Design Details and other town ordinances and policies as applicable.

That the said Company binds and obligates itself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said street, nor obstruct nor interfere with the proper maintenance thereof. The Company agrees to reimburse the Town for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to the installation and existence of the facilities of the Company.

That, if any time the Town shall require the removal of, or changes in, the location of the said facilities, then the Company binds itself, its successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the Town.

That the Company agrees to provide, during construction and any subsequent maintenance, proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with NCDOT's Work Zone Traffic Control requirements, and the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto.

That the Company agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Town.

The Company agrees to give notice to the Town both before work is initiated and once all work contained herein has been completed.

The Company agrees to and does hereby hold the Town, its officers, council members, and employees harmless from any and all liability arising out of such negligence, omission, defect, or other cause of action; that it will defend the Town, its officers, council members, and employees, and pay all attorney fees in any and all actions brought as a result of such; and that it will indemnify the Town, its

officers, council members, and employees against any and all loss sustained by reasons of such negligence, omission, defect, or other cause of action arising out of the installation, erection, repair, maintenance, location or removal of the above described facility.

This encroachment agreement only covers work within Town Right-of-Way. The encroacher is responsible for obtaining encroachment from NCDOT on NCDOT roads. Town does not guarantee the right of way on Town roads. If the right-of-way on Town roadways was not obtained by the fee simple method, it is the responsibility of the encroacher to obtain permission from the underlying property owner/owners.

Encroacher shall be responsible for obtaining all necessary permanent and/or temporary construction, drainage, utility and/or sight distance easements. All Right-of-Way and easements necessary for construction and maintenance shall be dedicated to Town with proof of dedication furnished to the Town Manager prior to beginning work.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed as of the date first above written.

TOWN OF ANGIER

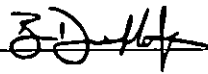
By: _____
Town Manager

NO OPEN STREET CUTS
THIS ENCROACHMENT REQUEST
INCLUDES (Applicant to check all that are applicable)

- ☒ Bore(s) of roadway(s)
☐ Repair of existing facilities
 ☐ overhead
 ☐ underground
☐ New overhead facilities

Inspector Name	Phone Number
-------------------	-----------------

Ting Internet, LLC
Name of Company

Signature 
Brian Deffenbaugh OSP Engineer
Please print name and title
1230 Perry Road
Address
Apex, NC 27502
City, State & Zip

(c) 919-924-9248

Fax Telephone
Scottie Barker 984-349-9768
24-Hour Emergency Contact and telephone number

NOTES:

1. Call North Carolina One-Call Center, Inc. at 1-800-632-4949 for Town Utility locations 48 hours before digging. Field locates by Town personnel shall be approximate. It shall be the responsibility of the Company to spot-locate utilities.
2. Attach 8 1/2" x 11" Plans to this Document.
3. A copy of this document must be present on the job site at all times.
4. The installation of utilities in Town of Angier's right-of-way may be performed only during regular business hours (8:00 a.m. to 4:00 p.m.) on Monday through Thursday and between 8:00 a.m. and 12:00 noon on Fridays. No work shall be performed in the Town's right-of-way on weekends or holidays.
5. Utility Inspector must be notified prior to commencing work.

☐ Copy to Utility Company

☐ Copy to Notebook

☐ Copy to Public Works

☐ Copy to Police Dept. Chief

\$ _____ Total Fee



Board of Commissioners Agenda Report

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

MEETING DATE: August 1, 2023
PREPARED BY: Elizabeth Yokley-Krige
ISSUE RFQ for Police Department
CONSIDERED:
DEPARTMENT: Administration/Police Department

SUMMARY OF ISSUE: The Board of Commissioners approved an RFQ for the future Police Department on June 20, 2023. Staff including Chief Thompson, Public Works Director Jimmy Cook, Finance Director Hans Kalwitz and Town Manager Elizabeth Krige met with the firms who expressed interest in the project and made presentations to the Board this Spring.

During this time, it was determined that the square footage in the proposal might be too small for the needs of the department as they were based on the floor plan of the proposed combination Town Hall/Police Building. That floor plan shared common spaces between departments. Now that this building will only house the Police Department, an increase of square footage is needed to accommodate a break room and conference space.

FINANCIAL IMPACT:

The overall budget of project has not changed and during consultation with builders the established budget of \$5 million would accommodate the additional square footage.

RECOMMENDATION: Amend the current RFQ to state the finished project should be 6,500 to 7,000 square feet. Due to a scheduling conflict, the pre-conference date has been moved.

REQUESTED MOTION:

I make a motion to approve/deny the proposed changes to the RFQ for Angier Police Department.

REVIEWED BY TOWN MANAGER:

Attachments: RFQ-updated

Notice

As provided for under General Statutes section 143-128. 1A, the Town of Angier (as referred to as "the Town") has elected to use design-build as the contracting method for the construction of a new Police Station, located on approximately 0.082 acres at the intersection of W. McIver Street and S. Broad St. E in Angier NC 27501. This Police Station is necessary to provide proper services to all of the citizens of the Town. This project has a high priority as established by the Angier Town Board.

All respondents to this Request for Qualifications (RFQ) are subject to the instructions communicated in this document and are cautioned to completely review the entire RFQ and follow instructions carefully.

Project Overview

Background

The Town of Angier is situated in southern Wake County and northern Harnett County and provides police protection to the rapidly growing town. The Police Department provides police services across 100 square miles and serves a current estimated population of 6,000+ residents, as well as businesses. This new location will serve as the center of Police operations.

Location

The Town has purchased approximately 0.82 acres located at the intersection of W. McIver Street and S. Broad St. E, in Angier, Harnett County. (Harnett County Pin #'s 0673-78-5511-000 and 0673-78-4506.000)

The Town has commissioned a Phase 1 Environmental Site Assessment which includes a limited site reconnaissance, historical research, municipal research, and a database research for the above referenced site. The Findings and Conclusions will be made available to the short listed teams.

Project Scope

Design

The initial design shall be a single-story building consisting of approximately 6,500 square feet. Additionally, the design shall accommodate the following:

- 6 offices for leadership positions (Chief, Captain, Lieutenant, 2 Detectives, 1 Future and 1 Open Room)
- Training Room
- Open Office for Sergeants
- Men and Women's Locker Rooms
- Open Office for Patrolmen, 5-6 workspaces
- Briefing Room/Emergency Operations Center
- File Room

- Equipment Room
- Appropriate Number of Bathrooms
- Break Room
- Sally Port
- Lobby
- Dedicated Physical Fitness Space
- Secure Back Entrances
- Conference Room
- Storage

The Town anticipates the new building will total roughly 6,500 – 7,000 square feet.

The Town's Police Department, Public Works Department, and Administration will be involved in the initial design phase to reduce plan review processing time.

Project Objectives

The project objectives include but are not limited to:

- Establish a collaborative relationship between the Town and the Design-Build team for the purpose of delivering a well-designed building to adequately meet the needs of the Town and the Police Department.
- Consider engineering controls in the design of the building that work to create a safe workplace.
- Consider industry best practices, as well as all applicable codes and ordinances.
- Incorporate high performance, energy efficient HVAC, plumbing, electrical, exhaust, Mechanical, security, and fire alarm system and controls.
- Deliver the building according to the agreed upon time frame.
- Work within the established budget.

Scope of Work

The scope of work will include but is not limited to the following:

- Project planning to include code analysis, value engineering constructability, preliminary cost estimates, and schedule development.
- Evaluation of site to include survey, geotechnical evaluation, environmental, and existing utilities.
- Comprehensive project design, to include the building floor plans and elevations, structural engineering, associated MEP engineering, site work – inclusive of any road improvements required, stormwater, subterranean utilities, and landscaping.
- Update the budget and schedule once the location and designs are finalized.
- Construction of the project.
- Project management to assure subcontractors are performing to design and product

specifications.

- Schedule management to assure on-time completion.
- Weekly or Bi-Weekly on site meetings with Town staff for updates.
- Project closeout, delivering manuals, establishing warranties, equipment training, final inspection and acceptance, execution of punch list, and record drawings.

The firm/team assumes design and construction risk and has direct authority over the sub-consultants and subcontractors. The firm/team will act as the Town's fiduciary and have a relationship of trust and confidence between itself and the Town. The Town intends to enter into a Preliminary Design-Build Agreement with the selected Design-Build firm. Upon completion of the preliminary design-build scope of work, the Town intends to develop a lump sum price with the selected Design-Build firm for the project. The Project will be an "open book" job whereby the Town may attend any and all meetings of the firm/team relating to the project and have access to any and all books and records of the firm/team relating to the project.

Estimated Budget

The Town estimates that the budget for this project will be \$5 Million Dollars for all expenses associated with all aspects of this project.

Notices

Licensing

All individuals and firms working on this project shall be properly licensed under the North Carolina laws governing their trades.

Non-Collusion

Firms submitting Statement of Qualifications (SOQ) shall have no association with elected or appointed officials that could be considered a conflict of interest. Any such relationship will subject the firm to immediate disqualification in consideration for this project.

Questions regarding the contracting with the Town should be directed to:

Elizabeth Yokley-Krige Town Manager 919-331-6700 eyokley-krige@angier.org

Questions regarding project scope should be directed to:

Jimmy Cook Public Works Director 919-331-6708 jcook@angier.org

All questions must be in writing and will be shared in a Request for Information document which will be published during the process. Please review the section on Questions and Clarifications for more

information. The final decision on the selected firm/team shall be that of the Town Board once the evaluation process is complete.

Content and Format of SOQ

A written SOQ must be submitted in the format outlined herein. Each proposal will be reviewed to determine if it is complete prior to actual evaluation. The submission shall be limited to a maximum of 30 pages (8 1/2 x 11, font size 10 or larger). This page limit includes tabs and other dividers. Stick-on-tabs are allowed. You may include a 1-page cover letter in addition to the 30-page report. Double-sided pages count as 2 pages. Reference forms will not count toward the page limit. Sample floor plans and elevations that are included will not count towards the page limit. 4 copies of each SOQ need to be submitted.

The qualifications statement shall consist of the following information, tabbed as identified and in the order indicated below:

Section 1 – General Information

- Description of firm/team.
- Legal company organization; organization chart with names. Organizational chart shall also include major subcontractors. Note that the firms/team may be required to complete a hazardous material survey of impacted facilities and must identify the appropriate staff resources or subcontractors on the organizational chart for this task. Note that no substitutions to the proposed project team of the selected firm(s) can be made without the prior approval of the Town.
- Identify the Project Manager, all licensed contractors, all licensed subcontractors, and all licensed design professionals who the firm intends to assign to this project.
- List of applicable North Carolina licenses for construction, engineering, or other trade/professions pertinent to the project requirements.

Section 2 – Relevant Firm Experience

- Applicant's overall reputation, service capabilities and quality as it relates to this project.
- List and briefly describe 3-5 comparable projects completed by your firm/team or currently in progress; include your firm's role, and discuss contract amendment history, if applicable. For each project, include contract value and construction value (original value plus contract amendments, if applicable), project owner, project location, contact name and title, address, current and accurate telephone number, fax number, and email address (if available). Include the initial contract price, final contract price, an explanation for any significant differences between the two. Provide the initial dates for scheduled start and finish and the actual start and finish dates, along with an explanation of what caused the difference.
 - Projects involving municipal Police Department buildings will have an increased weight in the evaluation process. Firms may submit simple floor plans and front elevations for these projects as part of their submission.
- A minimum of three referrals and references from other agencies and owners. If possible,

references should be from the type of project listed above.

- Type and amount of self-performed work.

Section 3 – Team Experience & Qualifications

- Describe each team member's position with the firm; experience, certifications, and qualifications. At a minimum the lead designer, project manager, and construction manager, should be identified and available for an interview if the firm/team is short listed.
- Provide a statement that all professional subcontractors were chosen based upon qualifications and without consideration of price.
- Briefly describe each team member's role on this project.
- Provide "team" experience working together on similar projects.
- Explain your understanding of, and experience with the Design-Build Delivery Method.
- Provide information regarding team history and working relationships between the Design-Build contractor and the Design-Build consulting engineering firm.

Section 4 – Project Understanding, Approach & Project Management

- Describe your understanding of the project.
- Identify and discuss any potential problems during design and construction.
- Identify and discuss methods to mitigate those problems.
- Describe the work you anticipate self-performing, and the work you anticipate being performed by sub-consultants/contractors. Discuss access and capacity of the sub-contractors as well as the subcontractor's history with your firm/team and their qualifications.
- Provide schedule; identify and discuss ideas to accelerate the overall schedule.
- Describe approach to coordination with vendors for startup, training and warranty compliance.
- Describe your approach to change orders.
- Describe your planning, scheduling, estimating and construction management tools.
- Describe your quality control plan and dispute resolution.

Section 5 – Other Factors

- Describe approach to safety management. Provide current safety ratings, practices, and firm approach to safety. Note, proposers are directed not to submit full safety plans, however, the Town may request a copy of safety plans if deemed necessary for the selection process or project implementation.
- A description of current and projected workloads as it relates to the team's ability to complete the project in a timely manner including level and magnitude of involvement for the purpose of gauging capacity to handle the project along with other projects without disruption of the Town's schedule.
- Provide statement regarding your assurance that this engagement will not result in a conflict of interest.

- A description of any program in place to encourage participation by minority businesses as such is described in NC G.S § 143-128.2(g) and the outreach efforts which will be used to notify minority businesses of opportunities for participation in the project. Additionally, Firms/Teams must be able to meet the insurance and bonding requirements set forth by the Town and the NC General Statutes.
- Relevant factors impacting the quality and value of the work.
- Any other information pertinent to the team's ability to complete the project.

Section 6 – Legal

No points will be allocated for Evaluation Criteria No. 6. Proposers will be rated as acceptable (pass) or unacceptable (fail)

- List and describe any litigation; arbitration; claims filed by your firm against any project owner as a result of a contract dispute; any claim filed against your firm for termination from a project.
- Listing of any pending or settled lawsuits or professional liability claims in which the Design-Builder was involved during the past ten (10) years. All claims should be included regardless of location.

Procurement Process

Request for Qualifications (RFQ)

- This RFQ is an invitation to interested Design-Build Teams to submit Statements of Qualifications (SOQ) detailing their technical, management, and financial qualifications to design, manage, permit, construct, commission, and closeout construction of a Police Department building.
- All deliverables required by the RFQ will be set forth at the time and in the manner set forth in the Content and Format Proposal section.
- The Town will evaluate the submissions to determine if the submission is complete and meets minimum requirements.
- If minimum requirements are met, the SOQ will be evaluated according to the selection criteria listed in the Evaluation and Scoring Matrix section.
- No more than three teams/firms will be selected as a short list firm, who will be invited for interviews with Town staff.
- The results of the evaluation of the SOQ can be considered in the final selection process.
- Any cost incurred by respondents in preparing or submitting a proposal for the project shall be the respondent's sole responsibility.

Interview Short Listed Firms/Teams

- The Town will contact the top three firms/teams and schedule an interview with Town staff.
- The purpose of the interview will be to clear up any issues with the SOQ and to get a feel

for how the team will work with Town staff.

- The interview will also serve as a place for Town staff to ask further questions designed to establish which of the three firms is the best fit for the project.
- The interview process will determine the final ranking prior to the selection a firm/team.

Negotiations

- The Town will enter negotiations with the top scoring firm/team from the interview process.
- If an agreement cannot be made with the top scoring firm/team, the Town will move on to the next highest scoring firm/team until a contract is executed, or the Town, in its sole discretion, may decide to terminate the project.
- If the Town is unsuccessful in receiving a price proposal within the identified budget, the Town may decide to terminate the selection process.

Questions and Clarifications

For the purposes of providing clarifications, a pre-submittal conference will be held at 1:30 p.m. (EST) on August 15, 2023. Pre-registration for this conference is mandatory. Please email Elizabeth Krige to schedule your firm/team's attendance. We request that only two members from each firm/team attend the session.

Attendance for those intending to submit qualifications is **mandatory**. The project will be described, and key Town participants will be introduced. Pre-submittal conference questions should be submitted in writing (email) prior to the meeting. Questions that arise during the pre-submittal conference must also be submitted in writing. Only written questions will be answered in an addendum.

All questions should be submitted to Elizabeth Krige, Town Manager, no later than August 17, 2023. Questions submitted later than this deadline will not be considered. An addendum with questions and answers, if necessary, will be provided to the teams/firms by August 24, 2023.

All responses, inquiries, or correspondence relating to the RFQ will become the property of the Town of Angier. Respondents shall not seek individual contact or information except by the method allowed in this request. Individual requests for discussions with Town staff or persons associated with this project are prohibited and can be considered grounds for disqualification. All questions property submitted will be answered in writing and distributed to all interested parties in a timely manner in the form of an addendum.

Anticipated Schedule

DATE	EVENT/PROCESS
August 2, 2023	Advertise Request for Qualifications
August 15, 2023	Pre-submittal conference for interested firms/teams
August 17, 2023	RFQ clarification questions deadline
August 31, 2023	Statement of Qualifications deadline
September 7, 2023	Town notifies shortlisted firms/teams
September 12-13, 2023	Town conducts interviews with shortlisted firms/teams
September 19, 2023	Selected Firm/Team is presented to Town Board for ratification
October 1, 2023	Begin Preliminary Design Negotiations Phase
May 5, 2025	Project Completion
	<i>Note: The anticipated schedule provided above is based on available information at the time of this document. Further clarification will be provided to the selected firm/team.</i>

Evaluation, Scoring and Selection Process

This RFQ provides information necessary to prepare and submit qualifications for consideration and ranking by the Town. It is the intent of the Town to appoint a selection committee to review the submitted Statements of Qualifications. This committee will review each qualification submittal and rank the submittal based on the criteria requirements specified within this RFQ.

The evaluation and scoring criteria will be as follows:

General Information about the Team/Firm	5 Points
Relevance of experience of the Team/Firm with design-build with weighted consideration for experience with police stations	25 Points
Project Approach, Understanding and Management	20 Points
Team Experience and Qualifications	15 points
Other Factors	15 Points
References from similar previous projects	20 Points
Legal and Financial	Pass/Fail

The Town will invite three teams/firms for interviews. Companies are hereby notified that the interview process will quickly follow the submittal deadline and firms should prepare their submittal and proposed team accordingly. Elaborate presentations and submittals during the interview process are not expected or requested. Each interview will last no more than 1 hour and 30 minutes allowed for a presentation and a 30-minute question and answer session. At the conclusion of the interviews, the selection committee will rank the firms based on the selection criteria and the interviews. The Town will provide written notification to all firms regarding final selection by September 7, 2023.

Upon completion of the selection process, the highest ranked firm will be asked to submit a fee proposal to begin contract negotiations for a fair and reasonable price. By submitting its Statement of

Qualifications in response to this RFQ, respondent accepts the evaluation process as outlined in the following section, acknowledges, and accepts that determination of the "most qualified" firm may require subjective judgements by the Town. The Town will then present the findings of the committee and propose the selection to the Town Board at the workshop meeting on September 19, 2023. The selected Team/Firm should be prepared to have representatives present for this meeting.

Timely completion is a priority on this project. Preferred consideration will be given to teams that are able to deliver the project within the expected timeline. Success record on this aspect must be clearly reflected on the submittal.

Statement of Qualifications Submittal

As noted above, the deadline for firms submitting qualifications is 1:00 p.m. on August 31, 2023. No submissions or supporting documents will be accepted after this deadline.

Physical Acceptance/Mailing Location:

Physical Deliveries
Town of Angier
Angier Police Station RFQ
55 N. Broad St. W
Angier, N.C. 27501

Electronic
Please deliver .PDF Versions to: eyokley-krige@angier.org

Submittal packages should be enclosed in a sealed envelope marked REQUEST FOR QUALIFICATIONS – ANGIER POLICE STATION to the attention of Elizabeth Krige, Town Manager.

All proposal packages and materials submitted hereunder become the exclusive property of the Town and shall be subject to the provisions of the North Carolina public records laws. The Town of Angier reserves the right to reject any or all packages received or to request additional information as may be needed to determine qualifications.

Appendix A – General Contract Conditions

The selected firm will report directly to the Town. The selected firm is to administer the contract and to ensure that all work is performed in accordance with the contract requirements. The selected firm will be responsible for providing engineers, technicians, and sub-consultants with the appropriate skills and qualifications to ensure contract compliance. The firm will be directly responsible for oversight of the project for the Town.

The selected firm will be notified by the Town and will enter into contract negotiations for receiving this work. A contract will be negotiated with the selected contractor base on the proposed scope of work outlined in their proposal. The Town's standard professional services agreement will serve as a basis for any contract with the selected firm/contractor. A copy of this agreement is available upon request.

To the maximum extend allowed by law, the firm/team shall defend, indemnify, and hold harmless the Town, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, our out of the acts or omissions of the firm/team or subcontractors or anyone directly or indirectly employed by the any of them or anyone whose acts any of them may be liable except for damage or injury caused solely the negligence of the Town, its agents, officers, or employees. In performing its duties under this section, the firm/team shall its sole expense defend the Town, its agents, officers, and employees with legal counsel reasonably acceptable to the Town. As used in this subsection – "Charges" means claims, judgements, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney's fees, and amounts for alleged violations of North Carolina law or federal law, including, but not limited to, sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the Town that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provision that may be in this contract. This section shall remain force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contract under this contract. To the extent this Contract includes the furnishing of "design professional services" as defined in NC G.S. § 22B-1(f)(6), nothing in this section shall require a "design professional" as defined in NC G.S. § 22B-1(f)(4) to defend the Town against liability or claims or damages or expenses, including attorney's fees, proximately caused or allegedly caused by the professional negligence of such design professional.

Insurance and Bonding

The firm must have the financial ability to undertake and assume the liability. The selected firm will be required to provide a Performance and Payment Bond in the full amount of the contract. The selected firm will be required to furnish proof of insurance coverage and shall maintain at the times the limits as follows:

Coverage	Minimum Limits
General Liability	\$5,000,000 per occurrence (\$10,000,000 aggregate)
Umbrella Liability	\$5,000,000 per occurrence
Automobile Liability	\$1,000,000
Professional Liability (E&O)	\$2,000,000 per occurrence
Workers' Compensation	\$1,000,000 Each accident, \$1,000,000 Disease (Each Employee, \$1M Disease-Policy Limit)
Employers' Liability	\$500,000

The selected firm shall provide the Town with a Certificate of Insurance for review prior to the issuance of any contract or Purchase Order. All Certificates of Insurance will require thirty (30) days written notice by the insurer or firm's agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, the firm shall provide the Town with immediate written notice of cancellation, reduction, or other modifications of coverage of insurance. Upon failure of the firm to provide such notice, the firm assumes sole responsibility for all losses incurred by the Town for which insurance would have provided coverage. The insurance certificate shall be for the initial contract period and shall be renewed by the contractor for any additional time required under the contract.

The Town shall be named as an additional insured and the statement should read "Town of Angier is to be added as an additional insured as evidenced by an endorsement attached to this certificate." Only "A" rated insurance companies will be accepted by the Town.

The firm must have an adequate accounting system to identify costs chargeable to the project.

The proposed method of payment for this contract is lump sum, with progress payments.

The products of this contract shall be the property of the Town. Upon completion or other termination of this contract, the Contractor shall deliver to the Town reproducible copies of any text, database information, survey information, graphic materials, reports, drawings, plans, files and/or any other documents or materials pertaining to this contract. The Contractor shall also make available any calculations pertaining to this contract and provide copies of specific calculations upon request by the Town. No reports, information, or materials prepared by the Contractor under this contract shall be made available to any person or organization without the prior written approval of the Town.

In no event shall there be any of the following unless the Town's express prior written agreement is obtained: (1) any limitation on, or disclaimer of, implied or express warranties or the liability of the Contractor; (2) any limitation on damages, including a limitation on consequential damages; (3) any requirement for arbitration or for mandatory mediation; (4) any requirements that Town officials or employees keep information confidential or any requirements that records be kept confidential by the Town, unless the requirements for confidentiality meets the requirements of the Public Records law.

Conflict of Interest Statement

It is the policy of the Town that the conduct of officers, directors, project managers, and/or all other persons acting as its representatives should be at all times in the best interest of the Town, its members

and the general public. In performing their duties, Town representatives should not be influenced by desire for personal gain. Conflict of interest is defined as a situation in which professional judgement or behavior concerning a primary interest (in this case the integrity of the Town) has been improperly influenced by a different interest (such as for financial gain). The prompt disclosure of possible conflicts of interest or of those situations where such a perception could reasonably be anticipated to arise helps to avoid injury to an agreed upon primary interest. Firm(s) selected for these advertised services shall become aware of and comply with state laws related to gifts and favors, conflicts of interest and the like, including NC G.S. §14-234, NC G.S. §133-1, and NC G.S. §133-2. Firm(s) selected for Planning and Design Services by the Town will be required to disclose any conflicts of interest for 18 months prior to the submission of the Proposal package to the Town.

If a conflict of interest is not disclosed by the contractor and a conflict of interest is determined by the Town to exist at a later time, the contractor will not be compensated for their prior work and will be required to reimburse the Town for any payments received. The contractor would be immediately dismissed from the contract.

Changes in Personnel

Changes to personnel on the project team(s), particularly a project manager, are to be avoided wherever possible. The Contractor must request in writing to the Town for all changes to project team members. The Town will consider requests and may accept the new personnel changes, or may deny the request and consequently, the Contractor may no longer be considered for Planning and Design Services with the Town.

Public Records Notice

Records received by the Town in response to a bid solicitation or a request for proposal/qualifications are public records and subject to public inspection and copying. Some bid records are public as soon as received by the Town, others become public at bid opening and others at bid award.

The Public Records law (NC G.S. § 132-1 et seq.) authorizes the Town to withhold from public inspection and copying legitimate and properly marked 'trade secrets'. If a record meets all of the following conditions, then the Town may withhold that particular trade secret from public record inspection request:

- It is a "trade secret" as defined in NC G.S. § 66-152(3); and
- It is the property of a private "person" as defined in NC G.S. §66-152(2); and
- It is disclosed or furnished to the Town in connection with a bid or proposal; and
- It is marked "confidential" or as a "trade secret" at the time of its initial disclosure to the Town.

If as a part of your bid or proposal, you submit to the Town any record, or portion of a record, that you consider to be a trade secret meeting the definition contained in NC G.S. § 66-152(2), you may clearly mark the particular record, or portion of the record, that meets the definition of trade secret as TRADE

SECRET or CONFIDENTIAL TRADE SECRET, and the Town will be authorized to withhold that particular record or portion thereof, from public inspection. In the event the Town receives a public records request for records you designate as 'trade secret', the Town will notify you and give you the opportunity to, within one week of such notification, confirm in writing the specific record, or portion of record, that you designated as TRADE SECRET meets the requirements of NC G.S. § 132-1.2 and NC G.S. § 66-152, and the reasons therefore. The Town will require that you indemnify the Town in the event a challenge is brought for the withholding of a record based on your having designated it a trade secret.

Addenda Notice

If you have received this solicitation from a source other than the Town, it is the respondent's responsibility to ensure that all addenda have been received.

HUB/MBE Participation

In accordance with NC G.S. § 143-128.2 (effective January 1, 2022) these guidelines establish goals for minority participation in single-prime bidding, separate-prime bidding, construction manager at risk, and alternative contracting methods such as Design-Build, on Town construction projects in the amount of \$300,000 or more. The legislation set by the State, provides that the Town shall have a verifiable ten percent (10%) goal for participation by minority businesses in the total value of work for each project for which a contract or contracts are awarded. These requirements are published to accomplish that end.

Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority-business contractors or minority-business subcontractors who do not submit the lowest responsible, responsive bid or bids.

NEW BUSINESS



Board of Commissioners Agenda Report

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

MEETING DATE: August 1, 2022
PREPARED BY: Veronica Hardaway
ISSUE ACE Car Show Request
CONSIDERED:
DEPARTMENT: Administration

SUMMARY OF ISSUE:

Brian Guy with Auto Culture Events came before the Board at their February 7th Board of Commissioners Meeting and requested a large event road closure; which includes the following area, North Broad Street West and East from 10am-4pm on November 11th. The event would include food trucks, a DJ for entertainment, car related vendors such as window tinting, lifts, etc.; however, there will be no alcohol on site. It was also understood that Mr. Guy would pay all Town related fees for the rental of the Depot grounds and stage. The Board granted Mr. Guy's request; however, at this time he is requesting to change the location from downtown to Jack Marley Park.

FINANCIAL IMPACT: N/A

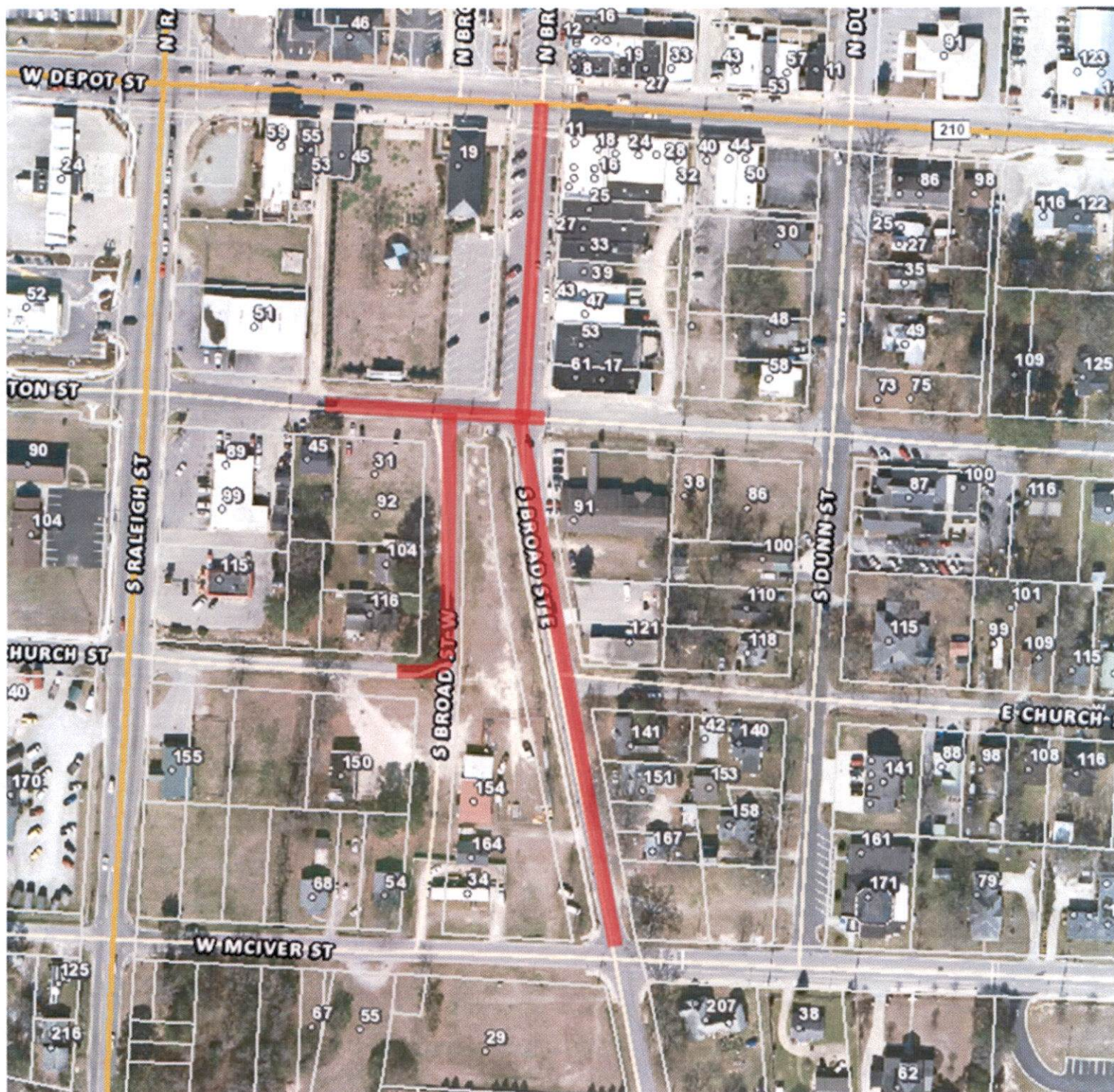
RECOMMENDATION: N/A

REQUESTED MOTION: Approve/deny location change request.

REVIEWED BY TOWN MANAGER:

Proposed Road Closure for the ACE Car Show

Event Date & Time: November 11, 2023 10:00PM – 4:00PM



Police Vehicle, Road Closure Barricades, and cones



Road Closure Barricades and cones



Board of Commissioners Agenda Report

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

MEETING DATE: August 1, 2023
PREPARED BY: Hans Kalwitz
ISSUE Budget Amendment #1
CONSIDERED:
DEPARTMENT: Finance

SUMMARY OF ISSUE:

This budget amendment pertains to the following funds: General Fund, Junny Road/Willow Street Capital Project Fund, Water & Sewer Fund, Elevated Water Storage Tank Replacement Fund, and Munitions Training Field Fund.

This amendment will do three things: 1) move funds from incomplete projects that started in FY 23 into FY 24's budget. 2) move funds from the contingency line item to cover the 1.5% COLA and fund the HSA expenditure line 3) allow for replacement of Board of Commissioner's laptops.

FINANCIAL IMPACT:

This budget amendment will acknowledge fund level increases regarding the General Fund, Junny Road/Willow Street Capital Project Fund, Water & Sewer Fund, Elevated Water Storage Tank Replacement Fund, and Munitions Training Field Fund amounting to \$262,771; \$90,000; \$42,334; \$145,000; and \$153,844 respectively.

RECOMMENDATION: N/A

REQUESTED MOTION:

Motion to adopt Budget Amendment #1.

REVIEWED BY TOWN MANAGER:

This has been reviewed by the Town Manager.

Attachments: Budget Amendment #1



Town of Angier

Board Approved Budget Amendment # 1

Be it hereby ordained by the Town Council of the Town of Angier that the following amendments be made to the Budget Ordinance adopted on the 20th day of June, 2023 (as well as subsequent amendments) as follows:

General Fund (10 Fund)				
General Fund Revenue	Line Item	Budget	Change	Amended Budget
ABC REVENUE - POLICE	10-3010-5110	-	↑ 5,805	5,805
ABC ALCOHOL EDUCATION PROGRAM	10-3010-5160	-	↑ 7,773	7,773
FUND BALANCE APPROPRIATED	10-3010-9999	-	↑ 249,193	249,193
Total Revenue Budget		7,060,129	262,771	7,322,900
Governing Body Dept	Line Item	Budget	Change	Amended Budget
CAPITAL OUTLAY	10-4100-5000	-	↑ 1,500	1,500
CONTINGENCY	10-4100-8999	211,659	↓ (45,731)	165,928
Total Budget Expenditures for Dept 4100		299,321	(44,231)	255,090
Administration Dept	Line Item	Budget	Change	Amended Budget
SALARIES-FULL-TIME	10-4200-1050	225,981	↑ 3,390	229,371
FICA	10-4200-2000	17,289	↑ 260	17,549
RETIREMENT CONTRIBUTION	10-4200-2050	28,173	↑ 436	28,609
SUPPLEMENTAL RETIREMENT	10-4200-2100	10,964	↑ 170	11,134
Total Budget Expenditures for Dept 4200		924,230	4,256	928,486
Finance Dept	Line Item	Budget	Change	Amended Budget
SALARIES - FULL TIME	10-4600-1050	116,231	↑ 1,744	117,975
FICA	10-4600-2000	10,346	↑ 134	10,480
RETIREMENT CONTRIBUTION	10-4600-2050	14,936	↑ 225	15,161
SUPPLEMENTAL RETIREMENT	10-4600-2100	5,812	↑ 88	5,900
HSA	10-4600-2300	2,000	↑ 2,000	4,000
CONTRACT SERVICES	10-4600-4500	47,500	↑ 11,000	58,500
Total Budget Expenditures for Dept 4600		352,437	15,191	367,628

Police Dept	Line Item	Budget	Change	Amended Budget
SALARIES-FULL TIME	10-5100-1050	1,253,586	↑ 18,804	1,272,390
OVERTIME	10-5100-1150	20,948	↑ 315	21,263
FICA	10-5100-2000	101,119	↑ 1,463	102,582
RETIREMENT	10-5100-2050	179,711	↑ 2,696	182,407
SUPPLEMENTAL RETIREMENT	10-5100-2100	63,730	↑ 956	64,686
ABC ALCOHOL EDUCATION PROGRAM	10-5100-5060	-	↑ 7,773	7,773
SPECIAL EVENTS/PROMOTIONAL ITEM:	10-5100-5910	2,500	↑ 5,805	8,305
Total Budget Expenditures for Dept 5100		2,283,809	37,812	2,321,621
Planning Dept	Line Item	Budget	Change	Amended Budget
SALARIES-FULL TIME	10-5400-1050	337,941	↑ 5,070	343,011
FICA	10-5400-2000	26,197	↑ 388	26,585
RETIREMENT	10-5400-2050	43,426	↑ 652	44,078
SUPPLEMENTAL RETIREMENT	10-5400-2100	16,898	↑ 254	17,152
CAPITAL OUTLAY	10-5400-5000	305,000	↑ 231,693	536,693
Total Budget Expenditures for Dept 5400		1,020,906	238,057	1,258,963
	Line Item	Budget	Change	Amended Budget
SALARIES-FULL TIME	10-5600-1050	263,700	↑ 3,956	267,656
OVERTIME	10-5600-1150	6,700	↑ 101	6,801
FICA	10-5600-2000	21,681	↑ 311	21,992
RETIREMENT	10-5600-2050	34,747	↑ 522	35,269
SUPPLEMENTAL RETIREMENT	10-5600-2100	13,520	↑ 203	13,723
CAPITAL OUTLAY	10-5600-5000	95,000	↑ 3,000	98,000
Total Budget Expenditures for Dept 5600		1,328,383	8,093	1,336,476
	Line Item	Budget	Change	Amended Budget
SALARIES-FULL TIME	10-6200-1050	190,777	↑ 2,862	193,639
FICA	10-6200-2000	15,895	↑ 219	16,114
RETIREMENT	10-6200-2050	24,515	↑ 368	24,883
SUPPLEMENTAL RETIREMENT	10-6200-2100	9,539	↑ 144	9,683
Total Budget Expenditures for Dept 6200		521,499	3,593	525,092

Junny Road/Willow Street Capital Project Fund					
Junny Road/Willow Rev	Line Item	Budget		Change	Amended Budget
NC DEPARTMENT OF TRANSPORTATION	21-3021-5610	1,378,129	↑	72,000	1,450,129
TRANSFER FROM GENERAL FUND	21-3900-1087	231,121	↑	18,000	249,121
Total Budget Revenues		1,707,500		90,000	1,797,500
Junny Road/Willow Dept	Line Item	Budget		Change	Amended Budget
ENGINEERING	21-5600-4475	175,000	↑	90,000	265,000
Total Budget Expenditures for Dept 5600		1,707,500		90,000	1,797,500

Water & Sewer Fund (30 Fund)					
W/S Fund Revenue	Line Item	Budget		Change	Amended Budget
FUND BALANCE APPROPRIATED	30-3030-9999	94,668	↑	42,334	137,002
Total Revenue Budget				42,334	42,334
Water Dept	Line Item	Budget		Change	Amended Budget
SALARIES-FULL TIME	30-8100-1050	281,115	↑	4,217	285,332
OVERTIME	30-8100-1150	6,700	↑	101	6,801
FICA	30-8100-2000	22,405	↑	331	22,736
RETIREMENT	30-8100-2050	36,985	↑	555	37,540
SUPPLEMENTAL RETIREMENT	30-8100-2100	14,395	↑	216	14,611
HSA	30-8100-2300	750	↑	2,250	3,000
CAPITAL OUTLAY-OTHER	30-8100-5000	60,000	↑	3,000	63,000
CONTINGENCY	30-8100-8999	21,000	↓	(10,840)	10,160
Total Budget Expenditures for Dept 8100		1,565,550		(170)	1,565,380
Sewer Dept	Line Item	Budget		Change	Amended Budget
SALARIES-FULL TIME	30-8300-1050	281,115	↑	4,217	285,332
OVERTIME	30-8300-1150	6,700	↑	101	6,801
FICA	30-8300-2000	22,405	↑	331	22,736
RETIREMENT	30-8300-2050	36,985	↑	555	37,540
SUPPLEMENTAL RETIREMENT	30-8300-2100	14,395	↑	216	14,611
HRA	30-8300-2300	750	↑	2,250	3,000
CAPITAL OUTLAY	30-8300-5000	137,000	↑	34,834	171,834
Total Budget Expenditures for Dept 8300		1,223,550		42,504	1,266,054

Elevated Water Storage Tank Replacement Fund				
Elevated Water Storage Tank Rev	Line Item	Budget	Change	Amended Budget
ELEVATED WATER STORAGE TANK REP	37-3037-8119	-	↑ 145,000	145,000
Total Revenue Budget		-	145,000	145,000
Elevated Water Storage Tank Dept	Line Item	Budget	Change	Amended Budget
PROFESSIONAL FEES (ENGINEERING DE	37-8120-4450	-	↑ 145,000	145,000
Total Budget Expenditures for Dept 5600		-	145,000	145,000

Munitions Training Field Fund				
MTF Revenue	Line Item	Budget	Change	Amended Budget
FUND BALANCE APPROPRIATED	52-3052-9999	-	↑ 153,844	153,844
Total Revenue Budget		-	153,844	153,844
MTF Dept	Line Item	Budget	Change	Amended Budget
Construction	52-5200-5000	-	↑ 153,844	153,844
Total Budget Expenditures for Dept 5200		-	153,844	153,844

Motion to adopt FY 2024 Board Approved Budget Amendment #1

Amended this the 1st day of August, 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: August 1, 2023
PREPARED BY: Veronica Hardaway
ISSUE Resolution #R015-2023 to Update Signatories on Bank Cards
CONSIDERED:
DEPARTMENT: Administration

SUMMARY OF ISSUE: Resolution #R015-2023 is authorizing Town Manager Elizabeth Krige to be added as a bank signatory.

FINANCIAL IMPACT: N/A

RECOMMENDATION:

Staff recommends approval of Resolution #R015-2023

REQUESTED MOTION:

I move to approve/deny Resolution #R015-2023 to authorize Town Manager Elizabeth Krige to be added as a bank signatory.

REVIEWED BY TOWN MANAGER:

Attachments:

1 Resolution #R015-2023



Town of Angier

Robert K. Smith
Mayor

Elizabeth Krige
Town Manager

Resolution No.: R015-2023
Date Submitted: August 1, 2023
Date Adopted: August 1, 2023

RESOLUTION TO UPDATE SIGNATORIES ON BANK CARDS

WHEREAS, on July 3, 2023, the Town of Angier appointed Elizabeth Krige to serve in the capacity of Town Manager; and

WHEREAS, in order to update the signatories on said account, this resolution will add Elizabeth Krige as signatory to the bank account and remove Richard Hicks; and

WHEREAS, First Citizens has requested a resolution to update the signatories on the Town's bank account to reflect the change in the person holding office of Town Manager; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Town of Angier, hereby adopts this resolution to update the signatories on the Town's bank account to include Elizabeth Krige.

Adopted by the Angier Board of Commissioners on this the 1st day of August, 2023.

ATTEST:

Robert K. Smith, Mayor

Veronica Hardaway, Town Clerk

MANAGER'S REPORT & STAFF REPORTS



Town of Angier

www.angier.org

Robert K. Smith
Mayor

Elizabeth Krige
Town Manager

Veronica Hardaway
Town Clerk

Re: Manager's Report

From: Elizabeth Krige, Town Manager

Date: August 1, 2023

1. Over the past month, I have met with staff, Commissioners, and community members to learn about the processes in place and understand on-going and upcoming projects.
2. I have been dropping into downtown businesses to introduce myself.
3. Angier hosted Leadership Harnett last week.
4. The Community Development Coordinator position will be filled in the next few weeks.
5. Conterra Internet Service at the Library-at the time of this writing, a date for installation has not been confirmed. I'm continuing to follow-up with the installation team.

HUMAN RESOURCES



HR MONTHLY REPORT

FOR THE MONTH OF:
July 2023

- Meeting with SweatNet regarding Angier's Employee Wellness Program to discuss upcoming program activities 7/13/23
- Meeting with Gallagher Ins. Brokers to discuss and setup ins. carrier portals 7/13/23
- Collaborated with Harnett County to schedule Office 365 training; trainings were scheduled for 7/12, 7/13; & 7/17
- Meeting with NCLM to discuss Angier billing and eligibility questions regarding MedCost dental & vision insurance 7/20/23
- Meeting with NY Life Ins. to discuss portal usage and billing 7/20/23
- Scheduled and attended interviews for Community Development Coordinator candidates 7/24 & 7/27
- Assisted PD with updating Harnett County SRO MOU & initial SRO MOU with Carolina Charter Academy
- Processed Applications as Submitted and provided to respective Departments for Review & Consideration
- Submitted all adjusted salary forms to payroll for the 1.5% COLA increases
- Sent out Annual Evaluation Reminders to Departments
- Completed Budget Books for the Board and Dept. Heads
- Advertised for New positions approved in budget and vacant positions
 - Police Officer Positions
 - Community Development Coordinator
- Hired a Utility Maintenance Worker that started in the Public Works Dept. 7/25
- Assisted updating Angier social media sites & website

ENGINEERING

Memo

To: Elizabeth Yokley-Krige, Town Manager
From: Bill Dreitzler, P.E., Town Engineer
Date: July 25, 2023
Re: August 2023 BOC Meeting - Engineer's Staff Report

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

Hwy 210 Sidewalk Extension Project – LAPP U-5530PA

NCDOT has completed the required final inspections and the Contractor has addressed punch list items. Staff is in the process of reviewing total project costs, including change orders and the pending NCDOT invoice for project administration to determine actual cost. We anticipate final close-out by the end of July.

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)

EB-6020 is a LAPP which is funded with 80% Federal Highway funds and a 20% local match. Below is the original budget submitted to CAMPO:

Willow from the pool to Junny (850 LF)
Junny from Willow to Glen Meadow Drive (2,000 LF)
W. Lillington from Park Street to Hwy 210 (1,100 LF)

Total Length: 3,950 LF

Project Budget:

Engineering: \$175,000
Construction: \$1,382,500
R/W Acquisition Consultant: \$50,000
R/W and Easement Cost: \$100,000
Construction Admin: \$75,000

Total Project Cost: \$1,782,500

Federal: \$1,426,000
Local Match: \$356,500

To date, NCDOT has only authorized Task 1 and Task 2 of the engineering and permitting phase of the project. Task Order 1 is near completion with billings of \$85,572.35, and a remaining amount of \$1,192.73 for a total of \$86,765. The Town's match is \$17,353. Task Order 2 is underway with a total fee of \$82,985.63. To date, \$4,507.93 has been billed against Task Order 2. The Town's match for Task Order 2 will be \$16,597.13. NCDOT and staff are currently reviewing the drainage plans. Once the drainage plans are approved by NCDOT and staff the project will focus on utility relocation needs. We have not yet had funding authorized for right-of-way acquisition. However, the budget includes \$50,000 for an acquisition consultant. NCDOT has authorized us to advertise an RFQ and select a consultant. We cannot execute a contract with them until the funding is authorized. Staff is in the process of preparing a draft RFQ for NCDOT review and approval. The current LET date for construction within the NCDOT system is July 2024.

Summit is proceeding towards 70% drawings with the focus on utility relocation, drainage and easement requirements. Staff anticipates advertising an RFQ for selection of a consultant to coordinate easement and right-of-way acquisition in the next couple of weeks. Based on an updated project schedule provided by our consultant, the current anticipated LET date for construction is September 2024.

Wastewater Inflow/Infiltration Evaluation

The video inspection work has been completed and Hydrostructures is in the process of evaluating. Once the evaluation is completed, they will provide a Condition Assessment Report/Technical Memorandum. The Report was received on 10-26-2021 and is currently under staff review. The Report has broken down recommended repairs as Priority 5, Priority 4 and Priority 3 as per the NASSCO Rating System. Priority 5 represents locations with sewer lines in the worst condition and needing repairs in the near-term. Priority 4 represents identified sewer lines with severe defects. Priority 3 represents identified sewer lines with moderate defects that will continue to deteriorate if not repaired. The opinion of cost for repairs are:

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

Town staff is evaluating potential funding sources for the proposed I/I repairs. Removing I/I from our wastewater collection system reduces our monthly treatment cost with Harnett Regional Water. In addition, Town Staff is currently focused on funding and repairs for the Priority 5 locations to begin the process.

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 sections have been completed. The Street and Storm Drainage sections have been marked up and the details are currently being drafted for both. The written specifications for Storm Drainage are underway.

Sanitary Sewer Flow Tracking

Through May 2023 our Average Daily Flow (ADF) to the North Harnett Regional Wastewater Treatment Plant is 0.652 MGD or roughly 65% of our 1.008 MGD treatment allocation. We are currently tracking 0.903 MGD in obligated but not yet tributary flows (20 different active developments). Therefore, our ADF + NYT flow is over our permitted capacity by 0.547 MGD. In addition, we are tracking 4 additional developments that are in the design phase that currently total 0.256 MGD in projected wastewater flow.

HRW has been moving forward with the design and permitting of the North Harnett Regional Wastewater Treatment Plant Expansion Project. HRW is currently planning an expansion in the range

of 6-7.5 MGD. The current plant capacity of 7.5 MGD. The Town and County are currently working on an Interlocal Agreement regarding the expansion that was requested by the Division of Water Infrastructure (DWI) as part of the ARPA process. The draft Agreement is being reviewed by DWI to assure that language meets the State's requirements. The Agreement will be presented to the BOC upon approval from DWI. 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. continues to move forward with construction of both pump stations. Staff anticipates PS #6 being operational by early September 2023. Furthermore, staff anticipates PS #1 being operational in early 2024. Staff had a coordination meeting with the contractor, consulting design engineer and staff on Friday, July 21, 2023.

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.

500,000 Gallon Elevated Water Storage Tank

Design is moving forward for both the elevated water storage tank and the associated booster pump station. Below is the current project schedule:

Bid and Design Package Submittal:	September 1, 2023
Bid and Design Package Approval:	January 1, 2024
Adv., Bid, Submit Bid Info., ATA:	May 1, 2024
Execute Construction Contract:	June 1, 2024
Final Certification and Closeout:	December 1, 2025

Our current milestone with the State is March 1, 2024 as a LET date for construction. This milestone date will need to be revised with the Division of Water Infrastructure (DWI) to align with our current anticipated schedule. The key deadline for the project is December 31, 2026. The appropriated funds are required to be spent per the State budget by that date. The project budget:

TOWN OF ANGIER		
500,000-Gallon Elevated Tank & Booster Pump Station		
A.	Wake Co. 0.50 MG Elevated Tank (150' to H.W.L.):	\$2,380,000
B.	40 HP Packaged Duplex Booster Pump Station:	\$500,000
Total Construction:		\$2,880,000
Construction Contingency (10%):		\$288,000
Study Phase:		\$10,000
Surveying and Engineering-Design:		\$90,000
Environmental & Geotechnical Investigation:		\$10,000
Construction Contract Admin. & Observation:		\$35,000
Permitting Fees:		\$500
TOTAL PROJECT:		\$3,313,500

The above estimate does not include legal fees or land acquisition.

Old Core Water Distribution System Replacement Project

The project is moving forward. The project team met on May 23rd to discuss the proposed phasing of the project and number of separate bid packages. Based on our consultants evaluation of the project, below is our current estimated project schedule:

Bid and Design Package Submittal:	June 1, 2024
Bid and Design Package Approval:	October 1, 2024
Adv., Bid, Submit Bid Info., ATA:	February 1, 2025
Execute Construction Contract:	March 1, 2025
Final Certification and Closeout:	September 1, 2026

The project close-out is very close to the legislative deadline of December 31, 2023. An extension of this date would have to go through the Legislature. The current project budget is as follows:

Project Budget

The pre-design project budget is as follows:

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

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

At the May progress meeting, staff instructed Gradient to put the design on a temporary hold pending a response from CSX. Staff has established a project within the CSX Property Portal and our request to purchase the property is currently under initial review. CSX has provided an initial assessment of the request to purchase. After further discussion with CSX, they informed us that the property was easement title reverted to the underlying property owner. Working with out Town Attorney, staff is in the process of determining our options moving forward.

Wastewater Treatment Additional Capacity Purchase – Supplemental Funding

Per correspondence from Steve Ward, HRW Director, the updated project cost is \$74,931,120 or \$8.33/gallon. This translates to an updated Town of Angier cost for the additional 1.25 MGD of wastewater treatment of \$10,407,100. Based on the current project funding sources, the Town will need to identify an additional \$1,623,600. Furthermore, our Division of Water Infrastructure (DWI) contact, Ken Pohlig, retired June 1, 2023. Our new contact is Trupti A. Desai. However, we did receive comment from Ken prior to his retirement. His comments on the timing of payments from DWI to Angier and then Angier to Harnett County contradicted his previous direction to Steve Ward, HRW Director. After conversation with Steve, he wanted to wait for Trupti to take over the position and renew discussions on the Interlocal Agreement language. **Steve Ward provided in updated Interlocal Agreement based on discussion with DWI. Our Town Attorney and staff are reviewing the document and will provide comments to the County if warranted.**

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. This project was not funded by NCDOT. Therefore, the sidewalks along McIver will be included within the CAMPO LAPP project as was the original intent. **Staff has uploaded the Application to the NCDOT EBS system. NCDOT will review the application and prepare the project contract between the Town and NCDOT. We anticipate receipt of a draft agreement sometime before October 2024.**

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 black ink, appearing to read "Bill Dreitzler", with a stylized flourish at the end.

Bill Dreitzler, P.E., Town Engineer

12-month Flow TotalsNot Yet Tributary Flow

Jul-22	12.409	Kathryn's Retreat 27 lots x 360	0.010		
Aug-22	12.554				
Sep-22	14.587	Whetstone Phase 2 0 lot X 225	0.0000		
Oct-22	14.991				
Nov-22	16.441	Andrews Landing TH 2 units x 360	0.001	<u>CD Review Phase</u>	
Dec-23	24.260				
Jan-23	24.345	Honeycutt Oaks 254 lots x 360	0.091	Wimberly (340)	0.122
Feb-23	27.902				
Mar-23	26.633	Lynn Ridge 43 lots x 360	0.015	Easley's Pond PH2 (78)	0.037
Apr-23	22.591				
May-23	22.300	Coble Farms West 107 lots x 360	0.038	Station Pointe (266)	0.096
Jun-23	18.709				
	238.122	Neill's Pointe 150 lots x 360	0.054	Lawrence Properties (27)	0.001
ADF	0.652				
		Highland Ridge 256 lots x 480	0.123	South Cross (180x240) Prelim Design	0.043
		Spring Village 252 lots x 360	0.091	Lipscomb Road (104x360) Prelim Design	0.037
		15 lots x 480	0.007	Matthews Mill Pond Road (70x360) Prelim Design	0.025
		Cotswold PUD 103 units x 360	0.037	(120x240) Prelim Design	0.029
		Kennebec Crossing 83 lots x 360	0.03		
				Subtotal (all)	0.39
		Tanglewood 19 lots x 360	0.007		
				Subtotal (CD Review)	0.256
		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		
		Easley's Pond PH 1 74 lots x 480	0.036		
		White Oak Crossing 226 lots x 225	0.051		
		Subtotal	0.903		

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

ADF + NYT	1.555	%	1.543
Add In Land Application		%	1.289
ADF + NYT + CD Review	1.811	%	1.797
Add In Land Application		%	1.501
ADF + NYT + CD Review + Prelim	1.945	%	1.930
Add In Land Application		%	1.612

LAST UPDATE: 7-25-2023

PARKS & RECREATION

MONTHLY REPORT
ANGIER PARKS & RECREATION
July 26, 2023

- Fall sports season registration has begun and will continue through August 11. Angier Parks and Rec. Department is offering boys and girls soccer ages 3-13, co ed flag football ages 6-8, tackle football for ages 8-10 & 11-13, T-ball ages 3-5, coach pitch baseball ages 6-8, baseball and softball ages 9-12 and cheerleading for ages 3-12. Fall season will run from end of August through early November.
- We aerated all turf areas on fields on July 25-26 for the second time this summer. This will help the turf hold up better for all of the foot traffic from this fall sports season.
- The new scoreboard on field 3 is scheduled to be installed any day now.
- Brayden Myers will be constructing and installing dog park ramps for both of our dog park areas. Brayden will be performing this as his Eagle Scout Project for the Boy Scouts. Project should be completed by end of summer.
- We will be scheduling fire ant treatment for all of the grounds at Jack Marley Park for the end of August. Seems we have more fire ant hills popping up earlier this year with all of the rain this spring and summer.
- We have contracted the new entrance playground & exercise equipment installation with Carolina Recreation & Design LLC. This is same company installed the new playground by skatepark and beach volleyball earlier this year.
- We are in the process of starting an Angier Parks and Rec. Advisory Board to help assist with upcoming needs and projects for the short and long term future of Angier Parks and Recreation Department. Our goal is to have 5 to 7 members on the Advisory Board with members living in town and out of town. We hope to have volunteers in place by end of the fall sports season. We want to start having quarterly meetings before end of 2023.
- We are trying to get as creative as possible with fall scheduling to hopefully relieve some parking issues during game nights.

PUBLIC WORKS



Town of Angier

www.angier.org

Robert K. Smith
Mayor

Elizabeth Krige
Town Manager

Veronica Hardaway
Town Clerk

August 1, 2023

Public Works staff report for the Month August

- Staff Members Brandon Johnson, Dalton Johnson, Robert Quintanilla and Rob Partelow completed Flagger Training
- Staff took 24 loads of limbs/leaves to the landfill the month of May (35.97 tons)
- Staff took 9 loads of Household to the landfill the month of May (9.32 tons)
- Staff set 64 new water meters
- Staff completed 220 workorders to mark Town Utilities (water and sewer lines).
- Staff serviced and vacuumed out 10 pump stations
- Staff completed replacing water and sewer tap in the alley behind C&D insurance
- Staff trimmed bushes at 55/210 intersection
- Staff repaired water service at 99 East Church Street
- Mowed Sewer outfall lines
- Staff patched utility cuts
- Staff cut grass along the shoulders of the road
- Staff repaired water leak at East Depot
- Staff cut off 90 Residents for non-payment of water bills.
- Staff reading water meters 3900
- Staff inspected new utilities at Coble Farms, Neill's Point and Spring Village, Honeycutt Oaks, Tanglewood
- Lanier's Construction has finished the Hwy 210 sidewalk project.
- Watering planters every 2 weeks

PLANNING & INSPECTIONS



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



Robert K. Smith
Mayor

Elizabeth Krige
Town Manager

Planning and Inspections Department
Monthly Report: July 2023

Permitting/Inspection Totals – Month of July 2023:

Total Permits Issued: **94**

Building Inspections Performed: **386**

New Construction Permits Issued - Residential: **31**

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

Total Fees Collected: **26,601.00**

2023-2024 Fiscal Year Totals:

New Construction - Residential: **31**

New Construction - Commercial: **0**

Total Fees Collected: **\$26,601.00**

*Fiscal Year Budgeted: **\$200,000***



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



Robert K. Smith
Mayor

Elizabeth Krige
Town Manager

Subdivisions – Current Status:

Whetstone Phase II: Home Construction completed

Kathryn's Retreat: Home Construction Underway

Coble Farms West: Home Construction Underway

Honeycutt Oaks PUD: Site Construction Underway

Lynn Ridge: Home Construction Underway, Phase 3 Recorded

Neill's Pointe: Home Construction Underway, Phases 6 & 7 final plat nearing recordation

Highland Ridge: Site Construction Underway

Kennebec Crossing: Home Construction Underway

Spring Village PUD: Phase 1 Recorded

Tanglewood 1: Home Construction Underway

Tanglewood 3: Annexation Nearing Recordation

Cotswold PUD: Home Construction Underway

Camden Place PUD: Site Construction Underway

White Oak Creek Crossing PUD: Construction Drawings Under Review

Myrtle Manor PUD: Construction Drawings Approved, Site Work underway

Sherri Downs: Construction Drawings Under Review

Easley Pond: Preliminary Plat Approved; Construction Drawings Under Review

Vaughan Farms PUD: Master Plan Approved, Awaiting Construction Drawings

Young-Rogers Tract: Preliminary Plat Under Review

Multifamily & Nonresidential Projects – Current Status:

Andrews Landing Townhomes (8316 S. NC 55 Hwy): Townhome Construction Nearing Completion

Circle K (NC 55 Hwy and Kennebec Church Rd): Site Plan approved

Angier Medical Complex (N Raleigh St and Logan Ct): Site Plan under review

Code Enforcement Spreadsheet Attached



Town of Angier

www.angier.org

Robert K. Smith
Mayor

Elizabeth Krige
Town Manager

Veronica Hardaway
Town Clerk

CODE ENFORCEMENT DIVISION ACTIVITY REPORT FOR MONTH OF JULY 2023

NEW INVESTIGATIONS: 30

Nuisance: 15

Zoning: 10

Minimum Housing: 0

Vehicle: 0

Stormwater - 5

OPEN/ ACTIVE CASES: 28

Nuisance: 9

Zoning: 7

Minimum Housing: 6

Stormwater: 6

CASES CLOSED: 28

Nuisance: 17

Zoning: 10

Minimum Housing: 1

TOWN ABATEMENTS: 3

CIVIL CITATIONS ISSUED: 10

Fines / Abatement Cost Collected: \$1,000



Town of Angier

www.angier.org

Robert K. Smith
Mayor

Elizabeth Krige
Town Manager

Veronica Hardaway
Town Clerk

COMPLETED ABATEMENTS:

Nuisance: 126 W. Williams - Cut Grass
67 S. Cross – Cut Grass
428 N. Dunn - Cut Grass

West Church Street - Dead Tree Cut Down



355 Smithfield Street





Town of Angier

www.angier.org

Robert K. Smith
Mayor

Elizabeth Krige
Town Manager

Veronica Hardaway
Town Clerk

Minimum Housing: 245 N. Hickory Street – Fire Dept. Burn (Owner Demo)
Property is cleared and cleaned



505 Williams Street -Demolished Cleared and Cleaned





Town of Angier

www.angier.org

Robert K. Smith
Mayor

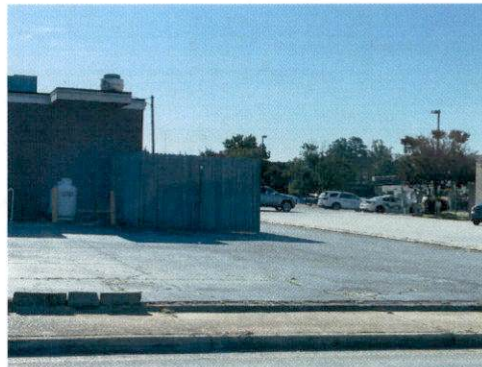
Elizabeth Krige
Town Manager

Veronica Hardaway
Town Clerk

Zoning: Dumpster Screen
Angier Mart - Complete



61 W. Williams - Repaired



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 July 26, 2023
To Town Manager: Elizabeth Krige
From Garland L. Thompson, Jr

Subject Matter: July, 2023 Police Activities & Statistical Data

ABC Monthly Report is included in Board Packets

****Police activities for the month of July, consisted of 3,234 calls for Service/Officer initiated activities (call logs). Officers investigated 36 offenses. During these investigations; 20 individuals were arrested on a total of 41 charges, 4 arrests were made due to outstanding warrants (warrant service), 2,660 Subdivision / Security checks were logged for the month of July, 8 traffic accident reports were created this month, 4 cited for ordinance violations, 102 traffic citations were issued totaling 137 charges and 93 verbal or written warnings.**

- We are hosting National Night Out, at Jack Marley Park, (08/01/2023 @6pm -8:30pm. (Angier's ABC Board provided the funding for this event.)
- We have entered into the new fiscal year; therefore, we can start collecting monies for Shop with A Cop.
- N.C. Human Trafficking Commission has reached out to us in reference to Myself and Sergeant Pollard applying for their board of commissioners. Applications have been submitted.
- As you may have noticed our flags in front of the Townhall were damaged during a storm a couple weeks back. We are attempting to get this fixed as soon as possible.

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:

Jul-23

Regulatory Activity and Training	
Violations Reports Submitted to ABC Commission	0
Total Number of Offenses Contained in Reports	0
Sell to Underage Campaign Checks	0
Permittee Inspections	0
Compliance Checks	0
Seller / Server Training	0
Alcohol Education	0

ABC Law Violations	At Permitted Establishment	Away From Permitted Establishment
Sell / Give to Underage		0
Attempt to Purchase / Purchase by Underage		0
Underage Possession		1
Unauthorized Possession		0
Sell / Give to Intoxicated		0
All Other Alcohol Related Charges		0
	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		0
All Other Criminal Charges		41
	Total:	41

TOTAL CRIMINAL CHARGES:	50
--------------------------------	-----------

Agencies Assisted

Assistance Provided to Other Agencies 2

Remarks

Reporting Officer / Title:

G.Thompson / Chief

Report Date:

7/26/2023

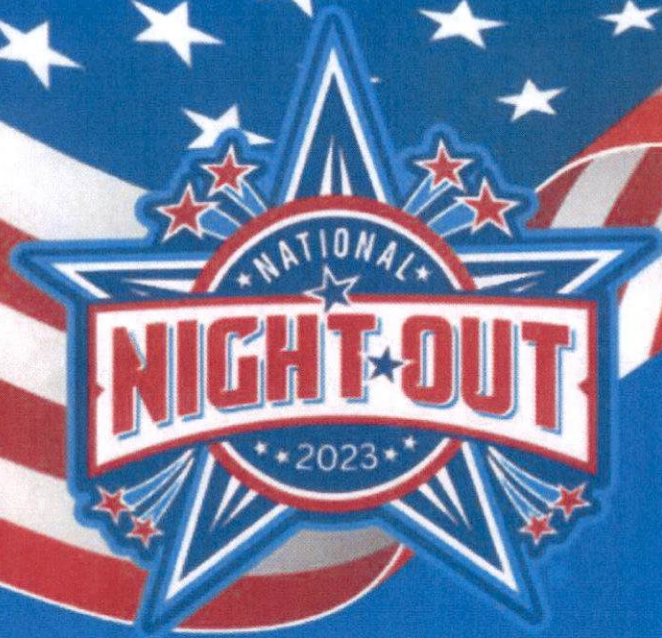
Call Log Call Type Summary

Angier Police Department

06/27/2023 - 07/26/2023

<No Call Type Specified>	3	911 Hang Up - 911 Hang Up	13
Alarm Activation - Alarm Activation	21	Animal Complaint - Animal Complaint	2
Assault - Assault	1	Assist EMS - Assist EMS	2
Assist Fire - Assist Fire Department	1	Assist Motorist - Assist Motorist	6
Assist Other Agency - Assist Other Agency - Law Enforcement	6	Breaking and Entering - Breaking and Entering	1
Business Walk Thru - Business Walk Thru	173	Careless and Reckless Vehicle - Careless and Reckless Vehilce	5
Citizen Complaint - Citizen Complaint	3	Code Enforcement - Code Enforcement	1
Crash - Traffic Accident	8	Disturbance - Disturbance	11
DOA - Dead On Arrival	1	Domestic Dispute - Domestic Dispute	12
Drug Activity - Drug Activity	1	Escort - Escort	7
Follow Up - Follow Up	2	Foot Patrol - Foot Patrol	1
Larceny - Larceny	6	Mental Subject - Mental Subject	7
Noise Complaint - Noise Complaint	1	OD - Drug/Alcohol Overdose	1
Order Violation - Order Violation	1	Other Call - Other Call Not Listed	4
Parking Violation - Parking Violation	4	Property Damage - Property Damage	4
Security Check - Security Check	1,336	Shots Fired - Shots Fired	4
Stand-By - Stand-By	2	Subdivision Check - Subdivision Check	1,324
Suspicious Activity - Suspicious Activity	15	Suspicious Person - Suspicious Person	4
Suspicious Vehicle - Suspicious Vehicle	8	Traffic Stop - Traffic Stop	195
Trespassing - Trespassing	3	TWO - Talk With Officer	20
Warrant Service - Warrant Service	7	Welfare Check - Welfare Check	7

Total Number Of Calls: 3,234



JOIN THE ANGIER POLICE
DEPARTMENT AND YOUR
NEIGHBORS FOR A

NIGHT OF FUN!!

TUESDAY, AUGUST 1, 2023

6:00PM - 8:30PM



Jack Marley Park

249 East Williams Street, Angier

- Police Vehicles
- Fire Engines
- Children's Inflatables
- Children's Games
- Food Trucks & MORE

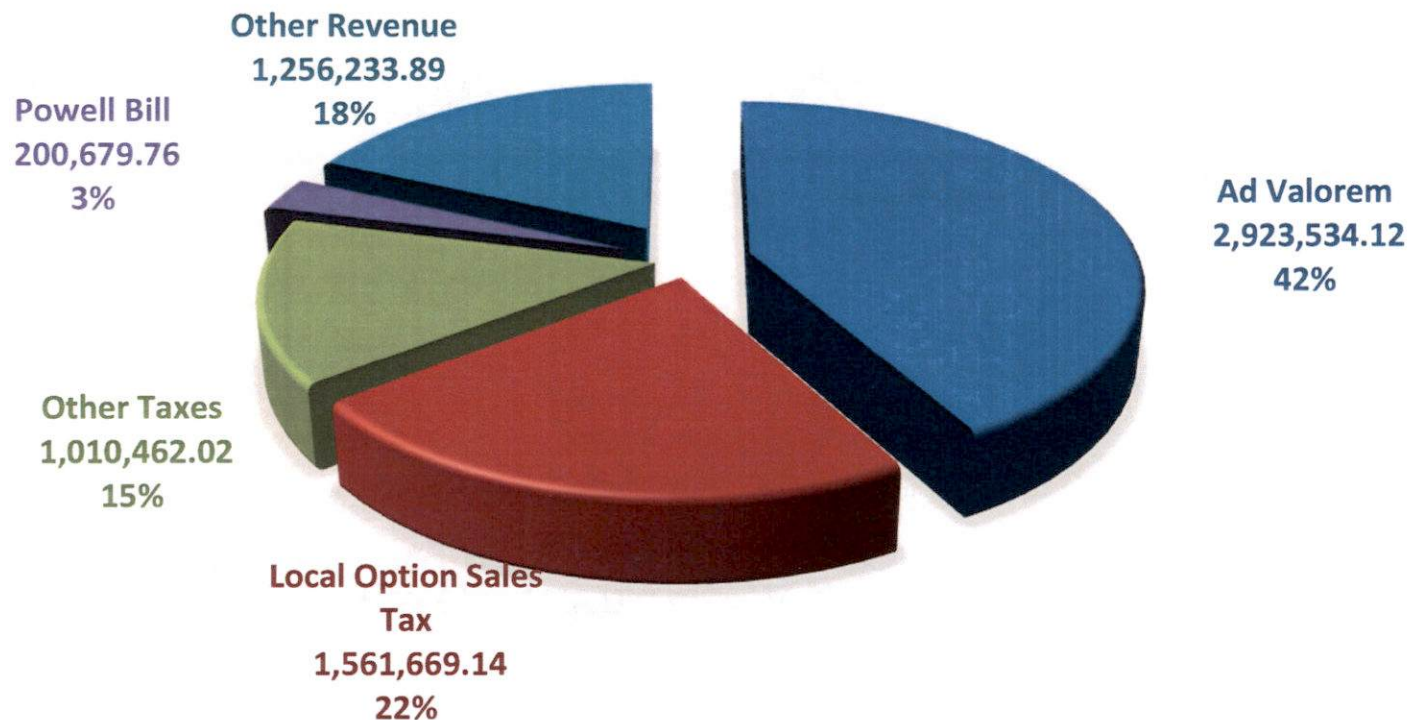
FINANCE



Town of Angier

August 2023 Financial Report

GENERAL FUND REVENUE (INCLUDING POWELL BILL)



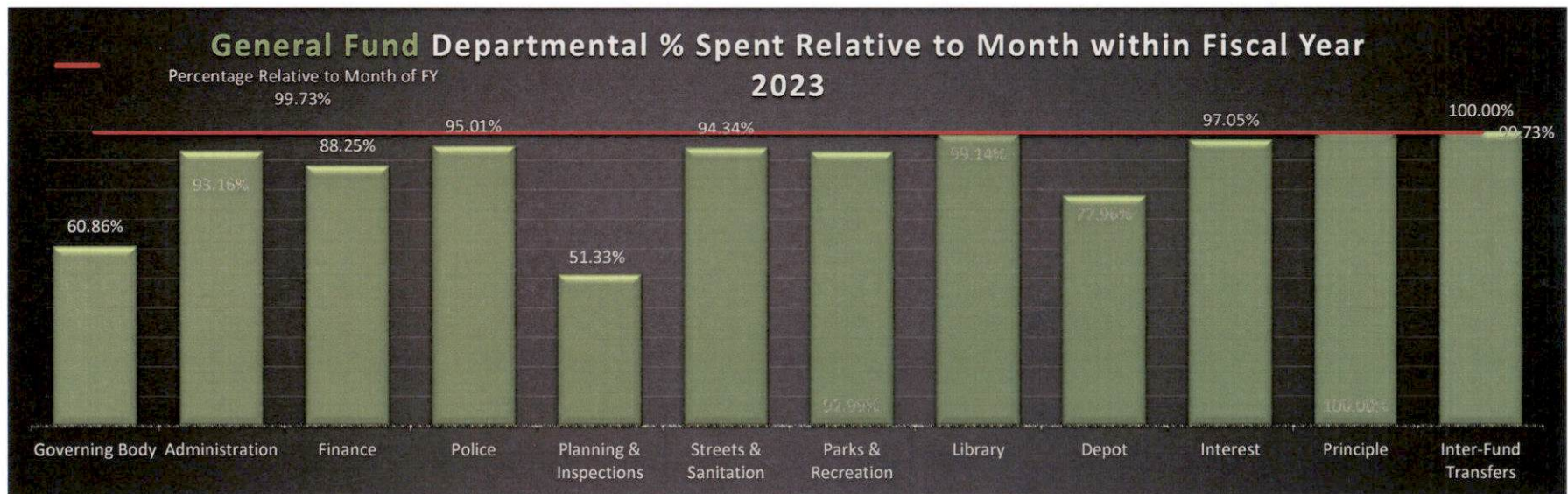


General Fund Departments



Your Tax Dollar at Work

Cents to the Dollar

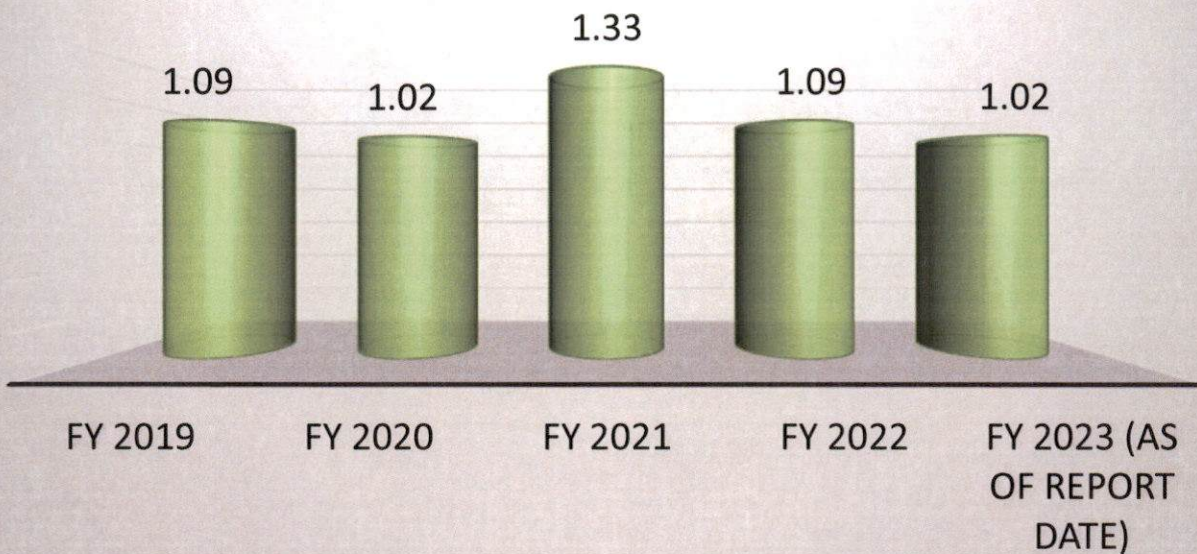




SALES AND USE TAX ANALYSIS FY's 2015-2023										
	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	
JULY	\$ 45,037.32	\$ 50,244.39	\$ 56,084.29	\$ 66,869.58	\$ 65,195.40	\$ 77,370.47	\$ 73,777.08	\$ 99,205.03	\$ 129,678.23	
AUGUST	\$ 45,670.51	\$ 49,930.99	\$ 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	\$ 126,343.25	
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	\$ 105,150.02	
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	\$ 141,675.90	
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	\$ 1,561,668.24	
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	\$ 295,573.48	\$ 208,479.30	
% Growth	7.64%	8.82%	20.13%	5.46%	8.63%	9.11%	14.54%	27.95%	15.41%	

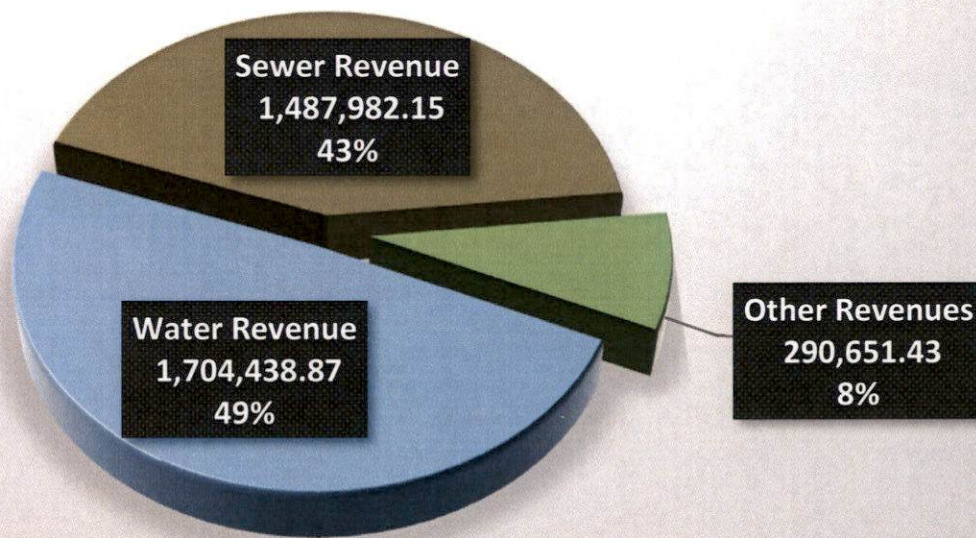


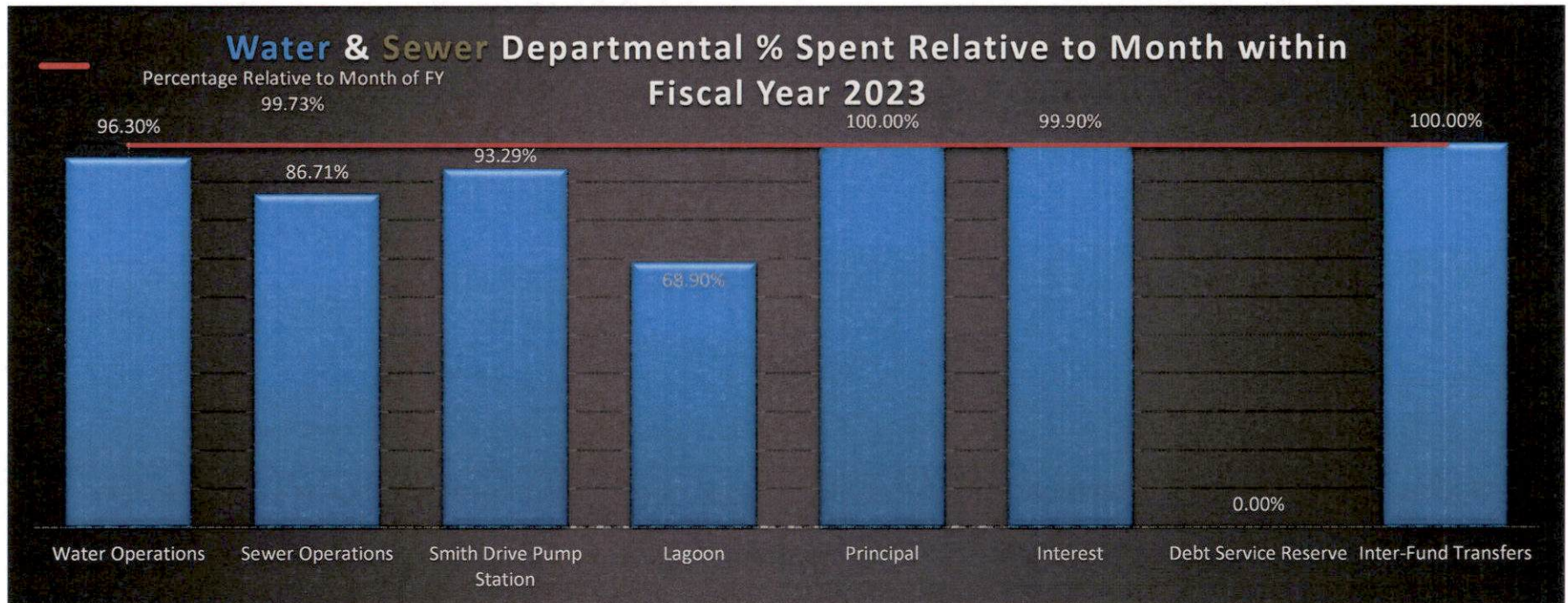
Operations Ratio





Water & Sewer Fund Revenue



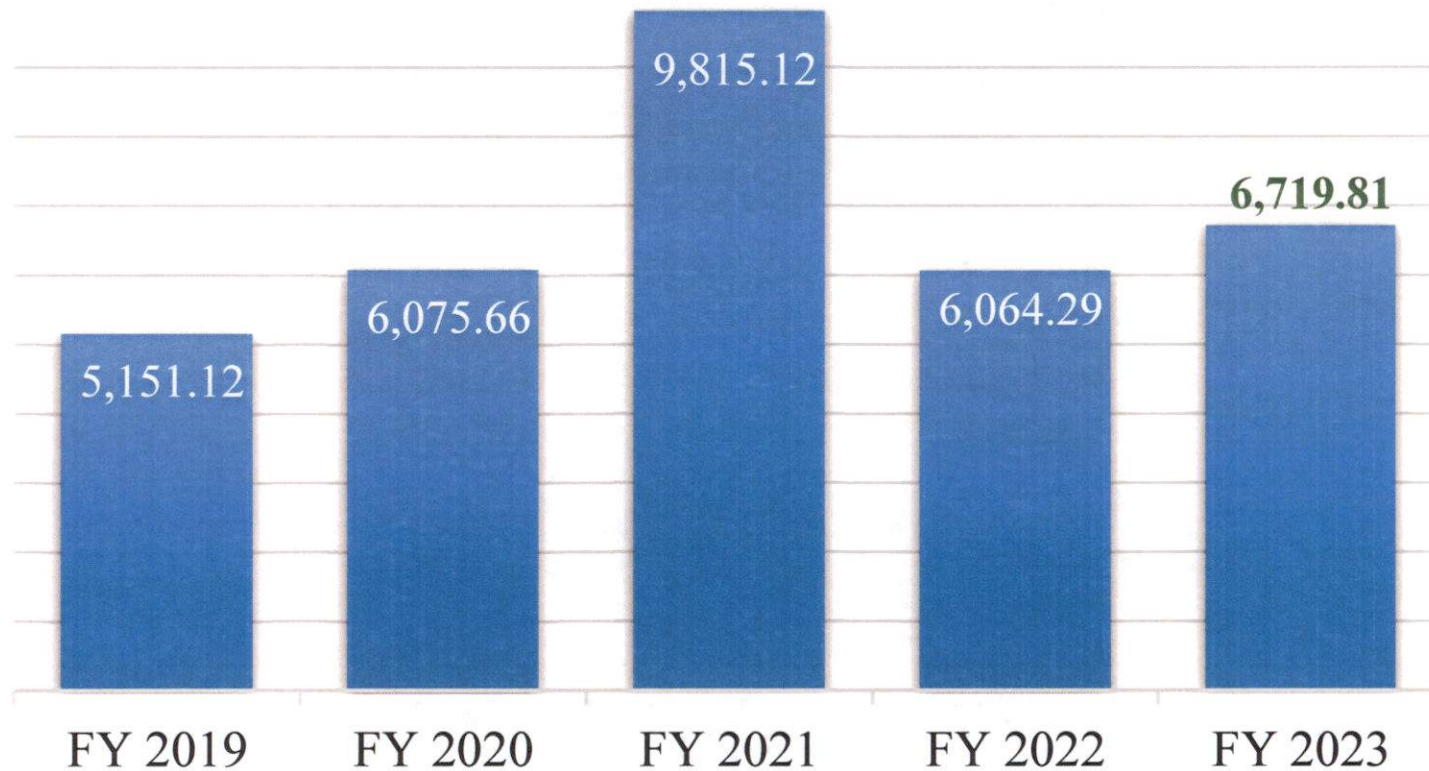


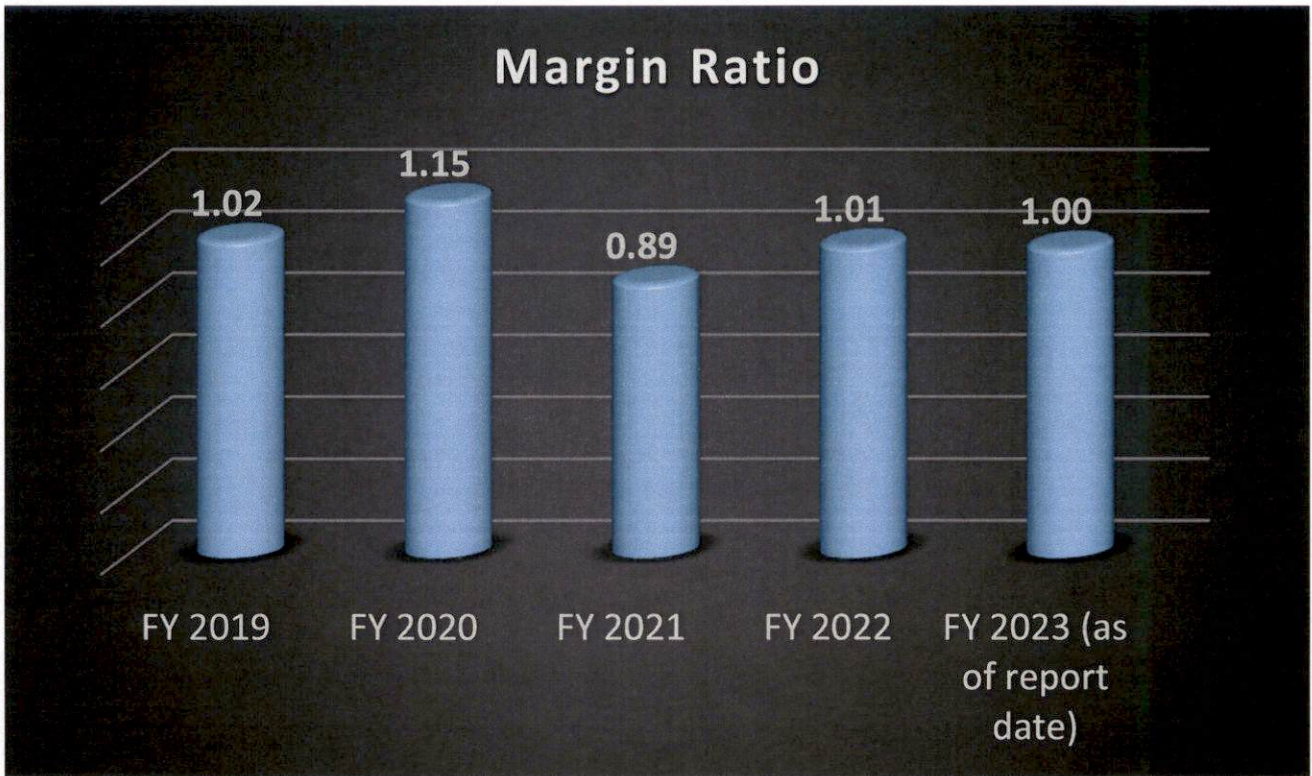


FY 2021 - 2022				FY 2022 - 2023			Profit/Loss		
	Late Fees/ Reconnection fees	Activation Fees	NSF fees	Late Fees/ Reconnection fees	Activation Fees	NSF fees	Late/ Reconnection Fees	Activation fees	NSF fees
July	\$ 8,820.00	\$ 2,520.00	\$ 100.00	\$ 8,230.00	\$ 3,500.00	\$ 75.00	\$ (590.00)	\$ 980.00	\$ (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	\$ 5,460.00	\$ 4,750.00	\$ 25.00	\$ (4,000.00)	\$ 107.00	\$ (50.00)
April	\$ 8,250.00	\$ 4,450.00	\$ 150.00	\$ 6,110.00	\$ 3,850.00	\$ -	\$ (2,140.00)	\$ (600.00)	\$ (150.00)
May	\$ 8,076.00	\$ 4,250.00	\$ 75.00	\$ 7,390.00	\$ 4,550.00	\$ 50.00	\$ (686.00)	\$ 300.00	\$ (25.00)
June	\$ 5,003.00	\$ 4,900.00	\$ -	\$ 6,842.89	\$ 7,708.11	\$ 125.00	\$ 1,839.89	\$ 2,808.11	\$ 125.00
Subtotal:	\$ 111,338.60	\$ 41,120.00	\$ 1,600.00	\$ 87,442.89	\$ 49,857.11	\$ 850.00	\$ (23,895.71)	\$ 8,737.11	\$ (750.00)



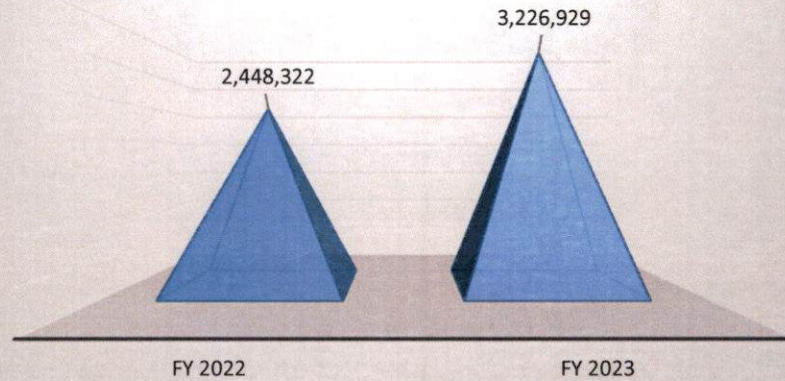
(Recovered Utility Delinquencies)



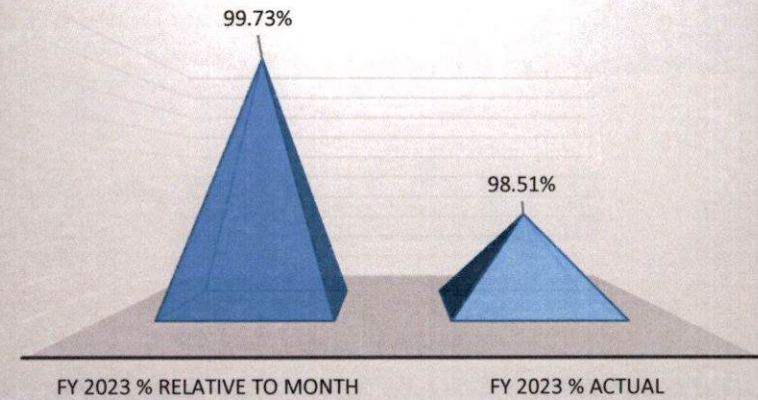




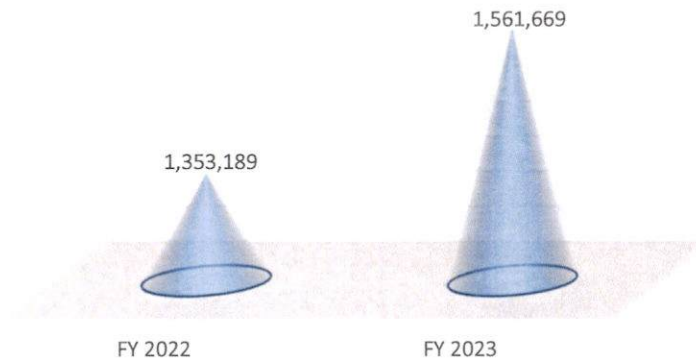
Ad Valorem (FY 2022 vs FY 2023 Actual)



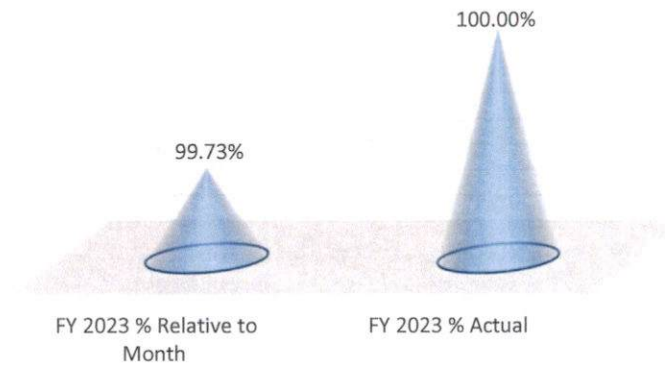
Ad Valorem (% Budget vs % Actual)



LOST (FY 2022 vs FY 2023 Actuals)



LOST (% Budget vs % Actual)





BUILDING PERMITS (FY 2022 VS FY 2023 ACTUALS)

FY 2023

290,061

FY 2022

309,147

BUILDING PERMITS (% BUDGET VS % ACTUAL)

FY 2023 % ACTUAL

118.59%

FY 2023 % RELATIVE TO MONTH

99.73%

PLANNING FEES & PERMITS (FY 2022 VS FY 2023 ACTUALS)

FY 2023

34,947

FY 2022

50,300

PLANNING FEES & PERMITS (% BUDGET VS % ACTUAL)

FY 2023 % Actual

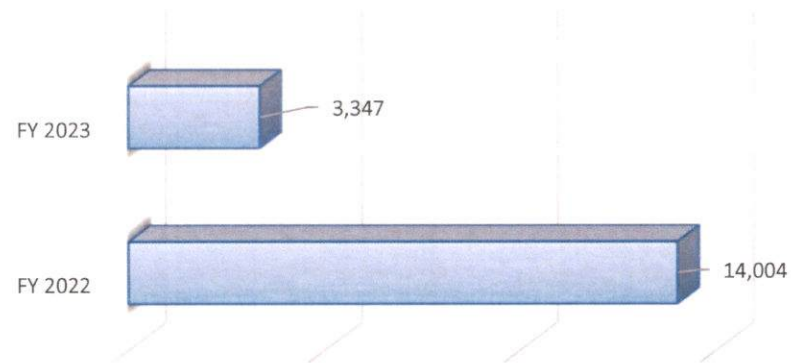
64.86%

FY 2023 % Relative to Month

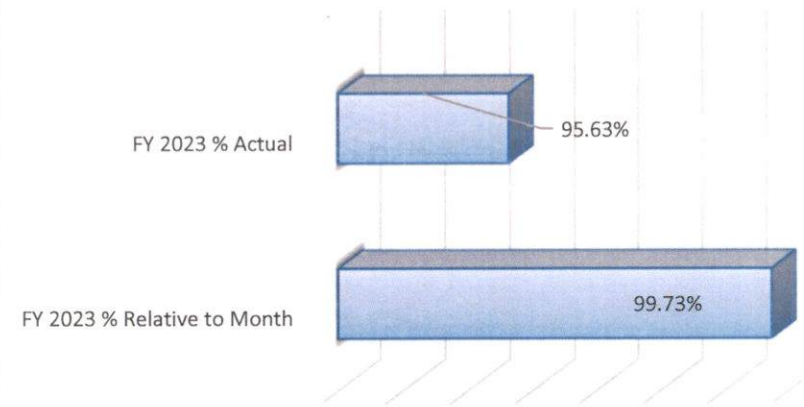
99.73%



Code Enforcement (FY 2022 vs FY 2023
Actuals)

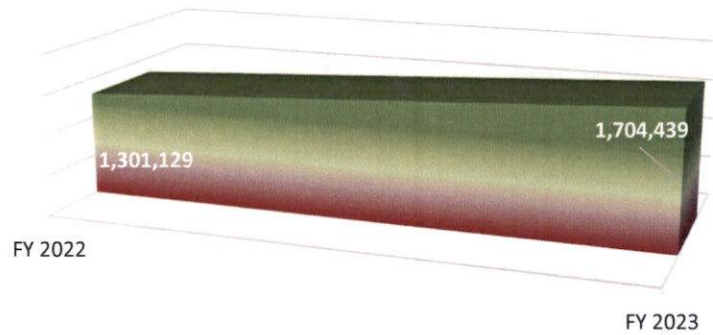


Code Enforcement (% Budget vs % Actual)

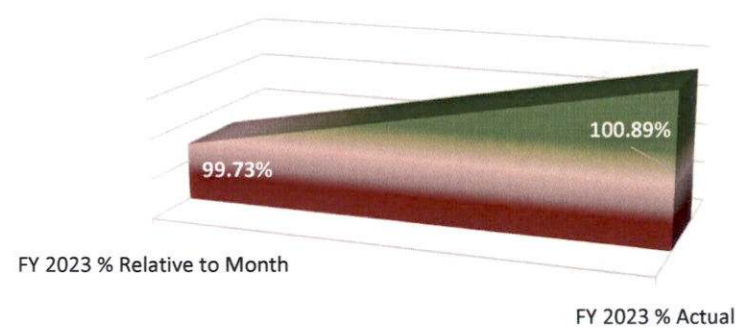




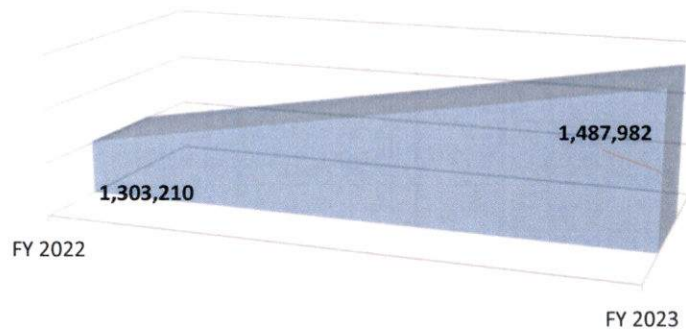
Water Sales (FY 2022 vs FY 2023 Actuals)



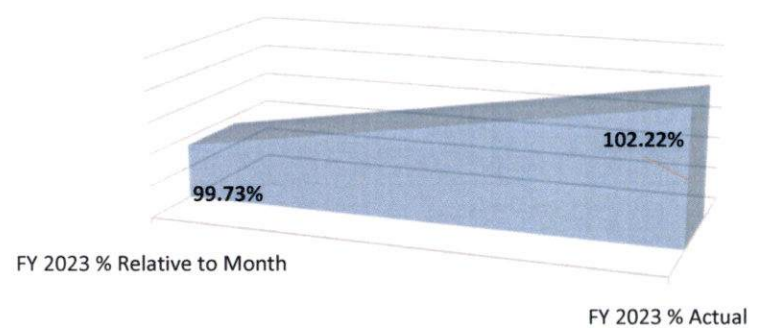
Water Sales (% Budget vs % Actual)



Sewer Sales (FY 2022 vs FY 2023 Actuals)



Sewer Sales (% Budget vs % Actual)





Statement of Revenues & Expenditures June 30, 2023)

General Fund				
	Budget	YTD	Variance	Percentage
Revenues:				
Ad Valorem Taxes	2,975,749	2,923,534.12	(52,214.88)	98.25%
Motor Vehicle Tax	300,038	303,395.05	3,357.05	101.12%
Local Option Sales Tax	1,561,669	1,561,669.14	0.14	100.00%
Other Taxes	693,884	707,066.97	13,182.97	101.90%
Restricted Intergovernmental	147,359	188,376.65	41,017.65	127.84%
Permits and Fees	701,971	756,680.13	54,709.13	107.79%
Recreation Department Fees	97,267	97,292.00	25.00	100.03%
Investment Earnings	114,984	106,015.11	(8,968.89)	92.20%
Other General Revenues	82,657	107,870.00	25,213.00	130.50%
Fund Balance Appropriated	845,409	-	(845,409.00)	0.00%
Total Revenues	7,520,987	6,751,899.17	(769,087.83)	89.77%
Expenditures:				
	Budget	YTD	Variance	Percentage
Governing Body	74,562	45,379.68	29,182.32	60.86%
Administration	844,448	786,714.68	57,733.32	93.16%
Finance	431,292	380,621.12	50,670.88	88.25%
Police Department	1,973,984	1,875,450.05	98,533.95	95.01%
Planning & Inspections Department	1,187,443	609,487.59	577,955.41	51.33%
Streets & Sanitation Department	971,328	916,378.36	54,949.64	94.34%
Parks & Recreation Department	507,598	471,996.09	35,601.91	92.99%
Library Department	215,400	213,542.33	1,857.67	99.14%
Depot	21,238	16,558.10	4,679.90	77.96%
Debt Service Obligations:				
Interest	5,738.00	5,568.82	169.18	97.05%
Principle	116,656.00	116,654.35	1.65	100.00%
Inter-Fund Transfers	1,171,300.00	1,171,299.81	0.19	100.00%
Total Expenditures	7,520,987	6,609,650.98	911,336.02	87.88%
Revenues over Expenditures (Spread) ----->		142,248.19		



Statement of Revenues & Expenditures June 30, 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	-	491.63	491.63	0.00%
Total Revenues	14,907	491.63	(14,415.37)	3.30%
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) ----->		491.63		

Statement of Revenues & Expenditures June 30, 2023)

General Capital Reserve Fund

	Budget	YTD	Variance	Percentage
Revenues:				
Interest Earned	-	45,214.65	45,214.65	0.00%
Transfer from G/F - Junny/Willow	223,250	-	(223,250.00)	0.00%
P&R Development Fees	103,300	202,715.00	99,415.00	196.24%
Municipal Building	1,540,323	-	(1,540,323.00)	0.00%
Fund Balance Appropriated	-	-	-	0.00%
Total Revenues	1,866,873	247,929.65	(1,618,943.35)	13.28%
Expenditures:	Budget	YTD	Variance	Percentage
Transfer to Junny/Willow Project	223,250	125,000.00	98,250.00	55.99%
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	125,000.00	1,741,873.00	6.70%
Revenues over Expenditures (Spread) ----->		122,929.65		



Statement of Revenues & Expenditures June 30, 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:	Budget	YTD	Variance	Percentage
Preconstruction Department	84,849.00	-	84,849.00	0%
Architectural Department	928,868	-	928,868.00	0.00%
Total Expenditures	1,013,717	-	1,013,717.00	0.00%
Revenues over Expenditures (Spread) ----->		272.87		

Statement of Revenues & Expenditures June 30, 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	9,514	9,514.79	0.79	100.01%
Booster Club Proceeds	33,000	-	(33,000.00)	0.00%
Total Revenues	42,786	9,796.11	(32,989.89)	22.90%
Expenditures:	Budget	YTD	Variance	Percentage
Facility Repair & Maintenance	11,831	13,223.29	(1,392.29)	111.77%
Uniforms	-	-	-	0.00%
Printing & Publishing	1,404	-	1,404.00	0.00%
Professional Services	-	-	-	0.00%
Contract Services	-	-	-	0.00%
Capital Outlay	29,551	25,361.55		85.82%
Total Expenditures	42,786	38,584.84	4,201.16	90.18%
Revenues over Expenditures (Spread) ----->		(28,788.73)		



Statement of Revenues & Expenditures June 30, 2023)

Powell Bill Fund				
	Budget	YTD	Variance	Percentage
Revenues:				
Vehicle Licenses	19,500	23,215.62	3,715.62	119.05%
Interest on Investments	2,083	5,651.96	3,568.96	271.34%
State Street - Aid	171,812	171,812.18	0.18	100.00%
Fund Balance Appropriated	-	-	-	0.00%
Total Revenues	193,395	200,679.76	7,284.76	103.77%
Expenditures:	Budget	YTD	Variance	Percentage
Equipment Maintenance	10,272	700.00	9,572.00	6.81%
Fuel	6,000	4,535.59	1,464.41	75.59%
Materials	10,000	-	10,000.00	0.00%
Contracted Service	132,142	10,580.42	121,561.58	8.01%
Paving (Stemming from Vehicle Licenses	-	-	-	0.00%
Capital Outlay	34,981	-	34,981.00	0.00%
Total Expenditures	193,395	15,816.01	177,579	8.18%
Revenues over Expenditures (Spread) ----->		184,863.75		

Statement of Revenues & Expenditures June 30, 2023)

Junny Road/Willow Street Capital Project Fund				
	Budget	YTD	Variance	Percentage
Revenues:				
TRANSFER FROM GENERAL FUND	125,000	125,000.00	-	100.00%
NC DEPARTMENT OF TRANSPORTATION	-	53,203.76	53,203.76	0.00%
Total Revenues	125,000	178,203.76	53,203.76	142.56%
Expenditures:	Budget	YTD	Variance	Percentage
ENGINEERING	90,000	84,534.73	5,465.27	93.93%
CONSTRUCTION	35,000	-	35,000.00	0.00%
Total Expenditures	125,000	-	35,000	0.00%
Revenues over Expenditures (Spread) ----->		178,203.76		



Statement of Revenues & Expenditures June 30, 2023)

American Rescue Plan Act & CARES Act Fund

	Budget	YTD	Variance	Percentage
Revenues:				
Interest on Investments	-	58,475.32	58,475.32	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	921,348.65	(892,708.35)	50.79%
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) ----->		921,348.65		

Statement of Revenues & Expenditures June 30, 2023)

HWY 210/Park Street Sidewalk Project Fund

	Budget	YTD	Variance	Percentage
Revenues:				
Interest on Investments	-	4,502.04	4,502.04	0.00%
NC Department of Transportation	613,772	613,772.75	0.75	100.00%
PAYMENT IN-LIEU OF SIDEWALK	-	-	-	0.00%
Transfer from General Fund	804,508	553,675.00	(250,833.00)	68.82%
Total Revenues	1,418,280	1,171,949.79	(246,330.21)	82.63%
Expenditures:	Budget	YTD	Variance	Percentage
ENGINEERING/CONCRETE TESTING (100%	22,228	24,309.50	(2,081.50)	109.36%
Engineering	1,448	-	1,448.00	0.00%
Construction	1,394,604	1,139,656.14	254,947.86	81.72%
Total Expenditures	1,418,280	1,163,965.64	254,314.36	82.07%
Revenues over Expenditures (Spread) ----->		7,984.15		



Statement of Revenues & Expenditures June 30, 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:	Budget	YTD	Variance	Percentage
DESIGN, PERMITTING, SURVEY, CONST. &	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 June 30, 2023)

Water & Sewer Fund

	Budget	YTD	Variance	Percentage
Revenues:				
Water Sales	1,635,099	1,704,438.87	69,339.87	104.24%
Sewer Sales	1,665,868	1,487,982.15	(177,885.85)	89.32%
Investment Earnings	79,891	74,846.35	(5,044.65)	93.69%
Late Fees/Reconnections	88,000	87,442.89	(557.11)	99.37%
Other Operating Revenues	271,169	128,362.19	(142,806.81)	47.34%
Transfer from W/S Capital Reserve	-	-	-	0.00%
Total Revenues	3,740,027	3,483,072.45	(256,954.55)	93.13%
Expenditures:				
Water Operations	1,599,328	1,540,109.95	59,218.05	96.30%
Sewer Operations	936,644	812,151.34	124,492.66	86.71%
Smith Drive Regional Pump Station	645,961	602,610.55	43,350.45	93.29%
Lagoon	71,320	49,138.98	22,181.02	68.90%
Debt Service				0.00%
Principal	288,411	288,409.86	1.14	100.00%
Interest	173,363	173,192.23	170.77	99.90%
Debt Service Reserve	-	-	-	0.00%
Inter-Fund Transfers	25,000	25,000.00	-	100.00%
Total Expenditures	3,740,027	3,490,612.91	249,414.09	93.33%
Revenues over Expenditures (Spread) ----->		(7,540.46)		



Statement of Revenues & Expenditures June 30, 2023)

NC Department of Environmental Quality Water Line Project (Option 8) Fund

	Budget	YTD	Variance	Percentage
Revenues:				
Interest Earned	-	2,334.48	2,334.48	0.00%
NC DEQ Distribution	92,276	-	(92,276.00)	0.00%
TRANSFER FROM WATER & SEWER FUND	25,000	25,000.00	-	100.00%
Total Revenues	117,276	27,334.48	(89,941.52)	23.31%
Expenditures:	Budget	YTD	Variance	Percentage
EASEMENT/PROPERTY ACQUISITION	4,579	51,579.00	(47,000.00)	1126.42%
Professional Fees (Engineering)	2,276	-	2,276.00	0.00%
Capital Outlay (Construction)	110,421	-	110,421.00	0.00%
Total Expenditures	117,276	51,579.00	65,697.00	43.98%
Revenues over Expenditures (Spread) ----->		(24,244.52)		

Statement of Revenues & Expenditures June 30, 2023)

Water & Sewer Capital Reserve Fund

	Budget	YTD	Variance	Percentage
Revenues:				
Interest Earned	0	9041.46	9041.46	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	9,041	(266,843.54)	3.28%
Expenditures:	Budget	YTD	Variance	Percentage
Transfer to Pump Station #1 & #6 Project	75,000	-	75,000.00	0.00%
Transfer to HC Sewer Capacity	200,885	-	200,885.00	0.00%
Total Expenditures	275,885	-	275,885.00	0.00%
Revenues over Expenditures (Spread) ----->		9,041.46		



Statement of Revenues & Expenditures June 30, 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 DESI	240,000	-	240,000.00	0.00%
CONSTRUCTION COSTS	3,400,000	-	3,400,000.00	0.00%
LAND SURVEYING COSTS	75,000	-	75,000.00	0.00%
CONTINGENCY (15%)	510,000	-	510,000.00	0.00%
Total Expenditures	4,250,000	208.15	4,249,792	0.00%
Revenues over Expenditures (Spread) ----->		(208.15)		

Statement of Revenues & Expenditures June 30, 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 DESI	171,500	7,500.00	164,000.00	4.37%
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	10,828.75	2,445,421	0.44%
Revenues over Expenditures (Spread) ----->		(10,828.75)		



Statement of Revenues & Expenditures June 30, 2023)

Pump Stations & Force Main Capital Project

	Budget	YTD	Variance	Percentage
Revenues:				
INTEREST EARNED	-	5,503.67	5,503.67	0.00%
LOAN PROCEEDS	3,241,083	-	(3,241,083.00)	0.00%
HWY 55 FORCE MAIN RELOCATION REIV	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	5,503.67	(4,048,907.33)	0.14%
Expenditures:				
Pump Station #6 Department				
MISCELLANEOUS	-	-	-	0.00%
PROFESSIONAL SERVICES	59,110	-	59,110.00	0.00%
CAPITAL OUTLAY - CONSTRUCTION (UF	1,295,416	1,295,415.16	0.84	100.00%
FORCE MAIN/GRAVITY SEEWER REALIG	22,311	-	22,311.00	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	16,775	1,425.00	15,350.00	8.49%
PUMP STATION #1 REPLACEMENT	1,122,226	479,939.37	642,286.63	42.77%
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	156,295	-	156,295.00	0.00%
Total Expenditures	4,054,411	2,091,958	1,903,342.59	51.60%
Revenues over Expenditures (Spread) ----->		(2,086,454.74)		



Statement of Revenues & Expenditures June 30, 2023)

Asset Forfeiture Fund

	Budget	YTD	Variance	Percentage
Revenues:				
Interest on Investments	1,817	2,108.00	291.00	116.02%
Unauthorized Substance Use Distribution	22,094	22,094.49	0.49	100.00%
Federal Equitable Sharing Distribution	23,842	20,859.13	(2,982.87)	87.49%
Transfer from General Fund	34,799	34,799.00	-	100.00%
Total Revenues	82,552	79,861	(2,691)	96.74%
Expenditures:				
Unauthorized Substance Use Dept.				
<i>Reserved</i>				
Safety Equipment	-	-	-	0.00%
Capital Outlay	496	-	-	0.00%
<i>Reserved</i>				
Federal Equitable Sharing Dept.				
<i>Reserved</i>				
Transfer to MTF Fund	78,344	78,344.00	-	100.00%
Safety Equipment	-	-	-	0.00%
Capital Outlay	3,712	-	-	0.00%
<i>Reserved</i>				
Total Expenditures	82,552	78,344	-	94.90%
Revenues over Expenditures (Spread) ----->		1,516.62		



Statement of Revenues & Expenditures June 30, 2023)

System Development Fee (Buy-In Method)

	Budget	YTD	Variance	Percentage
Revenues:				
Interest on Investments	12,193	27,040.52	14,847.52	221.77%
SDF (Water Buy-In Method)	74,693	139,548.46	64,855.46	186.83%
SDF (Sewer Buy-In Method)	233,300	432,875.81	199,575.81	185.54%
Total Revenues	320,186	599,464.79	279,278.79	187.22%
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) ----->		599,464.79		

Statement of Revenues & Expenditures June 30, 2023)

System Development Fee (Incremental Cost Method)

	Budget	YTD	Variance	Percentage
Revenues:				
Interest on Investments	103	410.32	307.32	398.37%
SDF (Water Incremental Method)	2,448	4,756.54	2,308.54	194.30%
Total Revenues	2,551	5,166.86	2,615.86	202.54%
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) ----->		5,166.86		



FY 2023 Cash Flow Report

Funds	July	August	September	October	November	December	January	February	March	April	May	June
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	234,652.83	144,618.55	183,596.91	738,272.43
Angier Elementary Drainage	190.95	190.95	190.95	190.95	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	14.84	14.84	0.84	0.84
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	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	11,229.58	11,229.58	15,569.58	2,111.78
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	57,394.61	59,598.36	47,245.16	249,330.16
Junny Rd/Willow St Project	-	-	(29,752.99)	(9,982.84)	(15,753.28)	(12,527.49)	(22,144.03)	(11,968.00)	(26,537.84)	(26,537.84)	(25,180.16)	93,669.03
ARPA & CARES Act	0.10	0.43	0.43	0.43	0.43	997.62	997.62	997.62	997.62	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	90,338.77	96,662.82	(47,814.93)	(100,800.18)
SW Drainage Project	-	-	-	-	(226.25)	0.75	0.75	0.75	0.75	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	250,971.17	462,548.15	522,787.61	780,110.35
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	35,434.78	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)	0.41	0.41	0.41	0.41
SDF (Buy-In Method)	11,212.24	4,653.06	20,468.52	18,455.80	0.37	97,074.13	34,266.96	66,562.88	34,267.44	60,626.54	13,179.83	153,723.87
SDF (Incremental Cost Method)	333.94	380.12	138.66	323.38	0.81	832.05	462.22	739.30	300.74	531.64	300.35	1,524.12
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	691,278.57	847,939.07	748,331.62	1,956,588.83



FY 2023 Investment of Idle Funds Report

Funds	July	August	September	October	November	December	January	February	March	April	May	June
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	3,735,563.02	3,626,308.97	3,372,430.32	2,808,516.77
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	15,364.76	15,425.29	15,491.57	15,491.57
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	1,422,177.03	1,427,780.13	1,457,746.81	1,338,505.87
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	230,335.64	231,243.12	232,236.86	32,443.10
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	1,856,214.92	1,863,528.04	1,871,536.32	1,879,623.60
HWY 210 Sidewalk Extension	-	-	-	-	-	200,625.20	201,343.70	202,036.15	202,812.35	203,611.39	204,486.38	205,370.01
SW Drainage Project	-	-	-	-	-	452,307.51	453,927.36	455,488.47	457,238.40	459,039.83	461,012.50	463,004.63
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	2,380,673.77	2,391,198.88	2,402,761.84	2,162,532.47
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	70,750.50	71,029.24	71,334.48	71,642.73
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	282,593.90	283,707.26	284,926.46	286,157.68
Asset Forfeiture Fund	351.55	63,387.57	63,510.24	64,598	69,228	69,444.09	69,692.79	69,932.47	67,207.79	67,472.58	67,938.54	24,498.95
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	947,636.49	951,369.99	1,053,406.50	1,057,958.48
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	7,960.83	7,992.20	8,884.22	8,922.61
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	11,676,529.40	11,599,706.92	11,504,192.80	10,354,668.47

