



Board of Commissioners

Regular Meeting

Agenda

Tuesday, October 3, 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. September 5, 2023 – Regular
- b. September 19, 2023 – Workshop

Public Hearing

1. Voluntary Annexation Petition Submitted by the Town of Angier – *Jeff Jones*

- a. A petition for Annexation was submitted by the Town of Angier to annex approximately 41.82 acres located at 298 Smith Drive, Angier, NC (Harnett County PIN: 0672-42-0254.000). A sufficiency of the petition and certification of results were issued in September; a date to set the public hearing was approved in September and advertised accordingly. Following the public hearing, the Town Board will be qualified to consider the adoption of an ordinance to annex the property.

Old Business

1. Church Street Parking Lot Bids – *Jimmy Cook*

- a. Consideration and approval of bids received for the parking lot project.

New Business

1. ABC Board Annual Audit Presentation – *Brian Hawley*

2. Police Station Capital Project Multi-Fiscal Year Budget Ordinance – *Elizabeth Krige*

- a. Consideration and approval of the Capital Project Fund Ordinance for construction of a police station.
- 3. Budget Amendment #2 – Elizabeth Krige**
 - a. Consideration and approval of Budget Amendment #2 that pertains to Board consent of property acquisition as well as subsidizing the Police Station project until further funding is obtained.
- 4. Proposal for Phase II/Limited Site Investigation at 29 West McIver Street – Elizabeth Krige**
 - a. Consideration and approval of a proposal from Terracon for a limited site analysis and authorize the Town Manger to execute the agreement.
- 5. Property Acquisition for 32 W. Williams Street – Elizabeth Krige**
 - a. Consideration and approval of a purchase agreement for 32 W. Williams Street.
- 6. Contracting with the League of Municipalities for Policies and Ordinances – Faith Gray**
 - a. Consideration and approval to contract with the NCLM to utilize their legal services to assist drafting and review of American Rescue Plan policies and ordinances.
- 7. Amendment to November Board of Commissioners Meeting Date – Veronica Hardaway**
 - a. Consideration and approval to move Novembers Board of Commissioners Meeting date from Tuesday, November 7th to Wednesday, November 8th due to election day.

Manager's Report

Staff Reports

Human Resources
Engineering
Community Development
Parks & Recreation
Public Works
Police Department
Finance

Mayor and Town Board Reports

Adjourn

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

CONSENT AGENDA

**Town of Angier
Board of Commissioners
Wednesday, September 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 Tuesday, September 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 Alan Coats

Members Excused:

Staff Present: Town Manager Elizabeth Krige
Town Clerk Veronica Hardaway
Finance Director Hans Kalwitz
Public Works Director Jimmy Cook
Planning Director Jeff Jones
Finance Lead Fellow Faith Gray
Community Development Coordinator Crissy Porter
Town Engineer Bill Dreitzler
Town Attorney Dan Hartzog Jr.

Others Present:

Call to Order: Mayor Smith presided, calling the Board of Commissioners meeting to order at 6:36 p.m.

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

Invocation: Mayor Smith offered the invocation.

Approval of the September 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

Mayor Smith announced that George “Jr.” Price has stepped down from the Commissioner seat and that after discussion with the Town Manager and Town Attorney it has been decided that the Ward 4 seat will remain vacant until the election.

Presentations

Town Manager Elizabeth Krige introduced new Community Development Coordinator Crissy Porter. Ms. Porter holds a Bachelor’s degree in business and marketing from ECU and she has owned and operated several small businesses in our area. She will work with our management team to develop a corporate sponsorship campaign for park expansion, apply for grants, and plan for events. Crissy Porter stated she is so glad to be here. She encouraged the Board to reach out to her for any input or suggestions so they can help her as she moves forward.

Finance Director Hans Kalwitz introduced new Finance Lead Fellow Faith Gray. Ms. Gray’s position is with the UNC School of Government through Americorps. She will be assisting the Finance Department on various projects. Faith Gray stated she will be with the town for 11 months working on three main projects. Those projects consist of writing a comprehensive financial policy plan, policies in regards to ARPA funding, and the PAFR (Popular Annual Financial Report) report.

Public Comment

Mayor Smith read into the record a public comment submitted by Brian Hawley, 49 Kerrylane Drive.

“Honorable Mayor and Honorable Council, this section below is personal in nature and sent as a private citizen. This letter is requested to be added to the town of Angier September 5, 2023, public minutes. First, I want to thank Mayor Bob Smith for his support during the emotional meeting regarding the water tower. Thank you for gaveling down the room as our town council was being accosted by members of the public. I also appreciate your support and kind words that you did not gavel me down as it has been claimed and simply called my name to prevent me from falling into their trap. I would also like you to thank Mr. Hicks for what he said to those in attendance in their reasoning as to why they attempted to provoke a reaction. Your service will be missed Mayor Smith. Second, the reason for all of this is not something claimed I did, but rather something people claim I did not do, it is simply a strategy to seek revenge for the unethical actions that occurred while one of those persons was on the Angier ABC board as noted in my report. Third, I would ask Mr. Kazakavage to make public the messages he and his family have had to endure. It is despicable that a Gold Star Family has been treated in the way they have been treated. Lastly, thank you for the opportunity to address our council. God Bless!”

Consent Agenda

1. Approval of Minutes

- a. August 1, 2023 – Regular
- b. August 15, 2023 – Workshop

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

Motion: Commissioner Coats

Vote: 3-0; unanimous

Old Business

1. Agreement Between the Town and Jim Burgin/Jim Nicholson to Place Propane Tanks on Town Property

Town Attorney Dan Hartzog, Jr. stated that one small edit needed to be made to include a paragraph of liability and indemnity that reads as follows: the property owners agree that they will take full responsibility for any injury or damage to or caused by the propane tanks, bollards or fencing and will indemnify the town for any claim asserted against the town due to any injury or damage covered by this provision. Mr. Hartzog, Jr. wanted to make it clear that because they are doing the installing they are responsible for any injury caused and will be accountable for the maintenance of the fencing.

Board Action: The Town Board voted unanimously to approve a Memorandum of Understanding as modified between the Town of Angier and property owners Jim Burgin, Jim Nicholson, and Lori Nicholson to install propane tanks on property identified as PIN#: 0673-79-7656.000).

Motion: Commissioner Coats

Vote: 3-0; unanimous

2. ABC Funds for the Angier Library

Mayor Smith stated that the ABC Board has forwarded funds to the town to be used by the Angier Library as has been previously the practice; however, in the meantime, the library was taken over by Harnett County causing confusion on what to do with those funds.

Mr. Hartzog, Jr. stated the written agreement the Town has with the ABC Board requires them to set aside a certain amount of funds to be used for the Angier Public Library; which now no longer exists because it's with the County. The ABC Board has contacted us for direction on what should be done with those earmarked funds. Based on prior discussions, it was suggested to get special legislation to allow them to give those funds to the Harnett County library; however, that legislation is not in place at this time. The question is what should the ABC Board do with the funds that would otherwise be sending to the Angier Public Library until such time as we do get special legislation. Currently, the ABC Board has been holding the funds in trust pending direction from the Board.

Ms. Krige suggested drafting a new agreement having those funds set aside for park expansion.

It was the consensus of the Board to request the Town Manager to reach an agreement with the ABC Board to direct the funds to be used for the park.

3. ABC Board Introduction Interviews and Appointments

Advisory Board Candidates were interviewed as follows:

Nicholas Adcock
Tammy Farley
Bob Gravelle

Each candidate had a five-minute question and answer session during an open session with the Town Board. During the interview process, it was determined by the Board of Commissioners that there are no conflicts that would create problems or prevent any candidate from fairly or impartially discharging the duties as an appointed member.

Board Action: The Town Board voted unanimously to appoint Dennis Gilby, Jr. to fulfill a former member's term that will end 12/31/24.

Motion: Mayor Pro-tem Hawley
Vote: 3-0; unanimous

Board Action: The Town Board voted to appoint Joe Langley to fulfill a former member's term that will end 12/31/25.

Motion: Commissioner Coats
Opposed: Mayor Pro-tem Hawley
Vote: 2-1; motion carried

New Business

1. Harnett County Capacity Increase First Amendment to Utility Agreement

Town Engineer Bill Dreitzler stated that the Town received State appropriated funds to assist with the purchase of an additional 1.25 MGD of wastewater treatment capacity from Harnett County as a pro-rata share of a planned 9.0 MGD expansion project. Funds were appropriated during S.L. 2021-180 and S.L. 2022-74. They were subsequently combined into 1 project number (SRP-W-ARP-0019) with a total appropriation of \$6,118,750.00. The Town's share of the current project cost is \$10,407,100.00. The Town is a stakeholder with a financial obligation to purchase additional capacity. Given the actual project (engineering, permitting, construction) rests with Harnett County, the Division of Water Infrastructure (DWI) instructed the Town and County to prepare an interlocal agreement that addresses the stakeholder relationship and financial obligations. Version 6.0 of the proposed First Amendment to Utility Agreement is presented for adoption. On August 1, 2023 the DWI provided correspondence that they had approved the language in version 6.0 of the Amendment. The Town's attorney has reviewed the proposed amendment and found the language acceptable.

For additional background, staff referenced the original Wastewater Treatment Agreement that is dated 7-17-2006. Item 4 of the proposed amendment references Section III (J) of the original agreement. This section outlines the reimbursement process for additional capacity purchase. In addition, an email received from Steve Ward, Director, Harnett Regional Water was referenced acknowledging that the payment time frames in the

agreement may be challenging given the reimbursement procedures within the DWI. The email states that the County understands payments to the County will occur after the Town has received reimbursement from the DWI.

The adoption of the proposed First Amendment to Utility Agreement does not represent a financial impact as the Town has previously obligated the cost of the 1.25 MGD wastewater treatment capacity increase. The adoption; however, meets a condition of the DWI as it relates to receipt of the \$6,118,750.00 obligated in 2021 and 2022 Session Law.

Board Action: The Town Board voted unanimously to adopt the proposed First Amendment to Utility Agreement between the Town of Angier and Harnett County for additional capacity and authorize execution by the Mayor.

Motion: Commissioner Coats

Vote: 3-0; unanimous

2. Budget Amendment #2

Ms. Krige stated that this Budget Amendment pertains to taking funds that are already in the capital outlay and administration department and move it to the police station fund as everyone is aware that the RFQ has been released to receive proposals. Those proposals will be evaluated and will invite the top three design-build firms to come and interview with the RFQ committee. Ms. Krige noted that the movement of these funds will delay the parking lot paving across from Napper Tandy's. The timeline of the postponement of the parking lot is unknown; however, the question raised is, does the Board want to move forward with the paving of the parking lot and then potentially take money out of fund balance.

Board Action: The Town Board voted unanimously to table this budget amendment at this time.

Motion: Mayor Pro-tem Hawley

Vote: 3-0; unanimous

3. Voluntary Annexation Petition Submitted by the Town of Angier

Planning Director Jeff Jones stated the Town is requesting an annexation located at 298 Smith Drive which is utilized as the Police Department's shooting range. This parcel has not been in our town and we are having to perform some improvements to the training facility that we want to locate there. Through permitting, it was realized that our property is not in our town limits.

Board Action: The Town Board voted unanimously to approve Resolution #R016-2023 to Direct the Clerk to Investigate the Sufficiency of the Petition submitted by the Town of Angier for approximately 41.82 acres located at 298 Smith Drive, Angier, NC (Harnett PIN: 0672-43-0254.000).

Motion: Mayor Pro-tem Hawley

Vote: 3-0; unanimous

4. Bike Fest

Gene Joslyn, Bike Fest organizer, thanked the Board for allowing them to utilize Depot Square for their event. He thanked Public Works and Police staff for all of their hard work. The event raised approximately \$20,000 for pediatric brain cancer. Mr. Joslyn requested approval for Bike Fest 2024 expanding the event from Friday-Sunday. The event will run with the same conditions as this year, but Sunday will have a ride for the kids.

Board Action: The Town Board voted unanimously to approve Bike Fest 2024 to be held the first weekend of June with the same conditions as this year with the addition of a ride for the kids.

Motion: Mayor Pro-tem Hawley

Vote: 3-0; unanimous

Manager's Report

Ms. Krige updated the Board on various items:

- Crepe Myrtle Celebration – Angier is proud to host the 49th Annual Crepe Myrtle Celebration, sponsored by the Chamber of Commerce. Thank you to the Chamber, volunteers, and town staff who work to make this event a success. The celebration begins with a concert on Friday, September 8th by Rivermist at 7pm. On Saturday, the festivities begin at 10am.
- Waste Water Capacity Purchase – The town is applying for a USDA loan to cover a portion of the purchase. Currently, we are waiting on responses to an RFQ for a preliminary engineering report, which is a requirement of the loan program.
- Police Station Project – Davenport Public Finance will present a financial overview to the Board of Commissioners in the next few weeks. This is part of the USDA financing process for the Police Department project.
- Update on American Rescue Plan Act Funds – There were several policies the Board needs to adopt before the town can spend these funds. These policies will be reviewed by our attorney and then presented to the Board for adoption in the next month.

Mayor & Town Board Reports

Commissioner Coats asked if there was anything Public Works can do around town with so many crepe myrtle's looking distressed. Our town is known for being the town of crepe myrtles and we've been pushing developers and builders to add them to their new developments, but we need to consider taking care of the ones that are all around town. Mr. Cook stated that he has brought this up to his staff and plan on trimming everything as one of their fall projects.

Commissioner Kazakavage stated he's noticed there's a lot of grass growing on some of the sidewalks and against some of the buildings. Mr. Cook stated his staff will check on that.

Adjournment: Being no further business, the Town Board voted unanimously to adjourn the meeting at 7:37pm.

Motion: Commissioner Kazakavage

Vote: 3-0; unanimous

Attest:

Robert K. Smith, Mayor

Veronica Hardaway, Town Clerk

**Town of Angier
Board of Commissioners
Work Session
Tuesday, September 19, 2023, 6:30 P.M.
Angier Municipal Building
28 North Raleigh Street
Minutes**

The Town of Angier convened during a regularly scheduled Board of Commissioners Work Session meeting Tuesday, September 19, 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

Members Absent:

Staff Present: Town Manager Elizabeth Krige
Town Clerk Veronica Hardaway
Planning Director Jeff Jones
Public Works Director Jimmy Cook
Town Attorney Dan Hartzog, Jr.

Others Present: Kyle Laux, *Davenport & Co.*

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

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

Invocation: Mayor Smith offered the invocation.

Approval of the September 19, 2023 meeting agenda: The Town Board unanimously approved the agenda as presented.

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

Motion: Mayor Pro-tem Hawley

Vote: 3-0; unanimous

Business Items

1. Davenport & Co. Financial Analysis Presentation by Kyle Laux

Kyle Laux with Davenport & Co. reviewed the National Credit Rating and the Credit Market's view of a Local Government like the Town of Angier. While the town does not currently have credit ratings, credit rating methodologies can still provide good context for local governments like the town on strong financial management practices. In developing the Town's Peer Comparative group, Davenport has selected cities and towns that are located within close proximity to the town that have similar populations. Credit ratings serve as a benchmark if money is borrowed especially in the public credit markets but with banking institutions too and are no different than your personal credit score. The same amount of work and the same process is going to be required whether or not there is a credit rating involved or not for the USDA loan.

The Town's General Fund Revenues have continued their trend of steady growth, even during the COVID19 pandemic in the latter portion of the fiscal year FY2020 and FY2021. General Fund Operating Expenditures have been growing at a steady pace with a larger jump in 2022 due to transportation, economic and physical development, and culture and recreation expenditures. The General Fund has produced a net surplus in four of the five past fiscal years. Fiscal year 2022 resulted in a decrease in Fund Balance but was due to planned cash funding of capital. FY2022 General Fund Revenues were approximately 12% higher versus 2021. This translated to an increase of approximately \$635,000 when compared to 2021.

FY 2022 General Fund Expenditures as stated in the Audit were substantially higher than 2021, but there are several important nuances to consider within these numbers.

1. Total expenditures of approximately \$6.2 million.
2. Less: Capital expenditures of approximately \$1 million.
3. Equals: recurring expenditures of approximately \$5.2 million.

Also, in FY2022, the Town proactively transferred \$1 million from General Fund to the Municipal Building Capital Project Fund. Both Total Fund Balance and Unassigned Fund Balance have grown during 4 out of the past 5 years. The Town has an adopted Unassigned Fund Balance policy that directs management to "maintain Unassigned Fund Balance of the General Fund as reported in the Town's Audit of equal or greater than 50% of actual General Fund expenditures as reported in the Audit for the year audited." The Town's Unassigned Fund Balance as a % of its budget (i.e. General Fund Revenues) is very strong when compared to regional peers. The Town's Assessed Value has been growing at an increasing rate. The next revaluation, which will impact FY2023, will create a substantial growth in the tax base for the Town.

Observations and/or Recommendations

- The General Fund has a history of producing year-end surpluses.

- FY2022 resulted in a decrease in General Fund Balance, but this was driven by a substantial and planned investment in Town capital projects via cash funding, not a structurally imbalanced budget.
- The General Fund has strong Fund Balance levels that are in compliance with Town policy.
- Fund Balance is a critical financial metric for operations as well as capital planning.
- Assessed value has been growing steady. This trend is expected to be enhanced with the next revaluation.

The Town's existing Tax-supported debt is minimal, the existing tax-supported debt service payment is approximately \$39,000 in FY2024, and the debt is expected to be paid off in FY2029.

Key Debt Ratios

- The ratios of Debt vs. Assessed Value and Debt Service vs. Revenues/Expenditures are important because they each serve as a barometer for two crucial debt-related concepts: Debt Capacity and Debt Affordability:
- Debt vs. Assessed Value: Defined as all of the locality's Tax-Supported Debt (debt repaid from general fund taxes) vs. its Total Assessed Value of taxable property (both real and personal).
- This is a Key Ratio because it measures Debt Capacity, i.e., the amount of General Obligation debt the government can legally borrow. This ratio is often subject to state or local limitations imposed by legislation, which may be further restricted by policy.
- Debt Service vs. Revenues/Expenditures: Total annual Tax-Supported Debt Service vs. Total General Fund Revenues or Expenditures.
- This is a Key Ratio because it measures how much of the annual budget is being spent to pay for debt, and can show how much additional revenue needs to be raised to pay for new debt being considered.

The Town should consider establishing a policy that sets a maximum Debt Service to Expenditures as well as considering a maximum Debt to Assessed Value Ratio.

Unassigned Fund Balance Current Outlook

The Town's Unassigned General Fund Balance for FY2022 is roughly 77% of General Fund Expenditures.

- Adopted Policy: *"Management is directed to maintain Unassigned Fund Balance of the General Fund as reported in the Town's Audit of equal or greater than 50% of actual General Fund expenditures as reported in the Audit for the year audited"*

Debt Service vs. Expenditures Current Outlook

The Town's General Fund Debt Service for Fiscal Year 2024 is roughly 0.60% of Estimated General Fund Expenditures.

- Potential Policy: *"Tax-Supported debt service as a percentage of approved General Fund Expenditures will be targeted at no more than 12% with a maximum of 15%"*

Debt vs. Assessed Value Current Outlook

The Town's General Fund Debt for Fiscal Year 2023 is roughly 0.05% of the Town's Estimated Total Assessed Value.

- Potential Policy: *"Tax-Supported outstanding debt as a percentage of the Town's Total Assessed Valuation will be targeted at no more than 2.5% with a maximum of 3.5%"*

Observations and/or Recommendations

- The Town has limited existing tax-supported debt.
- The Town has ample capacity for new tax-supported debt relative to Best Practices/Recommended Policy levels.
- The Town should consider adopting formal debt policy guidelines as it plans for future capital projects.

Davenport used the following key assumptions to prepare the Capital Funding Analysis for the Police Station Project:

Police Station Project

- \$6 million total project borrowing (note: this value is purposely conservative as a "high end" estimate for financial planning).
- 2 Years of Interim Financing beginning in FY2024 at 5.00%.
- 2 Full years of interest in FY2025 and FY2026.
- Permanent Financing via a USDA RD Loan beginning in FY2026 at 5.00%.
- 30 Years of level principal and interest payments begin in FY2027.

Available Revenues

- In the FY2024 Adopted Budget, the Town has included approximately \$38,890 for Existing Tax-Supported Debt Service.
- The Town also included approximately \$680,000 for one-time capital projects.
- For the purposes of this analysis, it has been assumed that a portion of these funds that are currently budgeted for capital are used to pay future debt service associated with the Police Station project beginning in FY2025.

Summary of Results – Police Station Project Analysis

- Payments on the interim financing are projected to occur in FY2025 and FY2026, and approximate \$300,000 annually.
- Annual principal and interest payments are projected to begin in FY2027, and approximate \$390,000.

Given the above assumptions, the Town has the financial capacity to move forward with the Police Station project.

- Assuming the Town uses a portion of the \$680,000 of revenues available to cover debt service associated with the Police Station Project, it would still have approximately \$290,000 of revenues available for other uses.
- This is equivalent to the debt service payment on a borrowing of approximately \$3.6 million over 20 years at 5%.

Next Steps

On/about August 31st – Town receives responses for Design/Build RFQ

Tuesday, September 19 – Regularly Scheduled Meeting of the Board of Commissioners
Davenport presents Financial Review
Town selects Design/Build Firm

Balance of Calendar Year 2023/Early 2024 – Town Staff/Davenport complete and submit application to USDA. Town works with selected Design/Build Firm to complete design and obtain Guaranteed Maximum Price (GMP).

Spring 2024 – Davenport distributes Request for Proposals (RFP) for interim financing to lending institutions (Note: timing dependent upon receipt of letter of conditions from the USDA).

TBD – Davenport receives RFP responses and analyzes results.

TBD – Regularly Scheduled Meeting of the Board of Commissioners
Davenport presents RFP results and recommended lender for interim financing.
Board considers approval

TBD – Regularly Scheduled Meeting of the LGC
The LGC approves the interim financing

2. Selection of Design-Build Firm for the new Police Station

Town Manager Elizabeth Krige stated the Board of Commissioners approved an RFQ for the future Police Department on June 20, 2023. On August 1st, the Board voted to add two commissioners to the RFQ Selection Committee. The committee was made up of three staff members and two elected officials. The Town received several proposals which were rated by the

selection committee. The three highest scoring firms were invited for an interview with the committee. While all three firms were highly qualified, the committee felt that Bobbitt and Davis Kane stood out due to their experience designing and building police stations and their knowledge of facility requirements and accreditation.

Board Action: The Town Board unanimously voted to award the design and construction of the Angier Police Department to Bobbitt and Davis Kane.

Motion: Mayor Pro-tem Hawley

Vote: 3-0; unanimous

3. Agreement with *Ting*

Mr. Hartzog, Jr. stated *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 the Town.

Board Action: The Town Board unanimously voted to approve the Memorandum of Understanding with *Ting* to install a cabinet on Town approved property in exchange for internet services.

Motion: Commissioner Kazakavage

Vote: 3-0; unanimous

4. Resolution #R017-2023 – Fixing a Date for Annexation Public Hearing submitted by the Town of Angier

Planning Director Jeff Jones stated that the Town Clerk has investigated the sufficiency of the petition and the next step is for the Board to set a date of the Public Hearing for the October 3rd Board meeting.

Board Action: The Town Board unanimously voted to approve Resolution #R017-2023 Fixing a Date for Annexation Public Hearing submitted by the Town of Angier for approximately 41.82 acres located at 298 Smith Drive, Angier (Harnett County PIN: 0672-43-0254.000).

Motion: Commissioner Coats

Vote: 3-0; unanimous

Board Action: The Town Board unanimously voted to go into Closed Session pursuant to NCGS 143-318.11 (a)(5) to discuss possible property acquisition at approximately 7:27pm.

Motion: Commissioner Coats

Vote: 3-0; unanimous

Board Action: The Town Board unanimously voted to reconvene in open session at approximately 7:45pm.

Motion: Mayor Pro-tem Hawley

Vote: 3-0; unanimous

Adjournment: There being no further business, the Town Board voted unanimously to adjourn the meeting at 7:48pm.

Motion: Mayor Pro-tem Hawley

Vote: Unanimous, 3-0

Attest:

Robert K. Smith, Mayor

Veronica Hardaway, Town Clerk

PUBLIC HEARING



Board of Commissioners Agenda Report

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

MEETING DATE: October 3, 2023
PREPARED BY: Veronica Hardaway
ISSUE Voluntary Annexation Petition – Submitted by the Town of Angier
CONSIDERED:
DEPARTMENT: Administration

SUMMARY OF ISSUE:

The Town of Angier is requesting a Voluntary Annexation Petition for approximately 41.82 acres located at 298 Smith Drive, Angier, NC (Harnett County PIN: 0672-43-0254.000).

The Town Clerk has investigated the sufficiency of the annexation petition and the Board set the date of the Public Hearing for the October 3rd Board meeting.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

REQUESTED MOTION:

I move to approve the annexation petition submitted by the Town of Angier

REVIEWED BY TOWN MANAGER:

Attachments:

- 1 Voluntary Annexation Petition
- 2 Ordinance to Extend Corporate Limits



Town of Angier

Robert K. Smith
Mayor

Elizabeth Krige
Town Manager

Ordinance No.: A005-2023

Date Adopted: October 3, 2023

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE TOWN OF ANGIER, NORTH CAROLINA

WHEREAS, the Town of Angier Board of Commissioners has been petitioned under N.C. General Statute § 160A – 58.1 by property owners Town of Angier, on September 5, 2023, to annex the area described in said petition and inclusive to Harnett County (Harnett County PIN: 0672-43-0254.000) described below; and,

WHEREAS, the Town of Angier Board of Commissioners, by Resolution, directed the Town Clerk of Angier to Investigate the Sufficiency of the Petition; and,

WHEREAS, certification by the Town of Angier Clerk as to the Sufficiency of the Petition has been made; and,

WHEREAS, there has been a Public Hearing on the question of this annexation, which has taken place on Tuesday, October 3, 2023, at or shortly thereafter 6:30 p.m. inside the Angier Municipal Building Board Room, after due notice by publication in the *Daily Record* and,

WHEREAS, the Town of Angier Board of Commissioners finds that the area described therein meets the standards of N.C. General Statute § 160A – 58.2 (.1(b), to wit:

- (a) The nearest point on the proposed satellite corporate limits is not more than three (3) miles from the primary corporate limits of the Town of Angier;
- (b) No point on the proposed satellite corporate limits is closer to the primary corporate limits of another municipality than to the primary corporate limits of the Town of Angier;
- (c) The area is so situated that The Town of Angier will be able to provide the same services within the proposed satellite corporate limits that it provides within the primary corporate limits;
- (d) No subdivision, as defined in N.C. General Statutes §160A-376, will be fragmented by this proposed annexation; and,
- (e) The Town of Angier has been exempted from the ten (10%) percent limitation satellite annexation regulation as pursuant to N.C. General Statutes § 160A-58.1(b); and,

WHEREAS, The Town of Angier Board of Commissioners further finds that the Petition has been signed by all the owners of the property in the area who are required by law to sign; and

WHEREAS, The Town of Angier Board of Commissioners further finds that the Petition is otherwise valid, and the public health, safety and welfare of the Town of Angier and of the area proposed for annexation will be best served by annexing the area described;

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

Section 1. By virtue of the authority granted by N.C. General Statutes § 160A-58.2, the following described noncontiguous property is hereby annexed and made part of The Town of Angier, North Carolina, as of October 3, 2023;

Being more particularly described as follows:

LEGAL DESCRIPTION

BEGINNING at the Southeast corner of the Staley Smith tract described in Deed Book 701, Page 736, Harnett County Registry, said beginning point also being the Northeast corner of the tract described in Book 588, Page 279, owned by Harnett County, and running thence with the County North 88 deg. 36 min. 20 sec. West 1501.50 feet to a point on the run of Buies Creek in the mill pond, the original Southwest corner of the tract described in Book 701, Page 736; thence with the centerline of Buies Creek the following courses and distances: North 42 deg. 51 min. 09 sec. East 308.11 feet, North 16 deg. 50 min. 39 sec. East 464.48 feet, North 01 deg. 21 min. 57 sec. East 119.67 feet, North 19 deg. 46 min. 09 sec. East 267.90 feet, North 18 deg. 12 min. 12 sec. West 95.28 feet, North 01 deg. 47 min. 53 sec. East 124.06 feet, North 28 deg. 39 min. 20 sec. East 137.46 feet, North 43 deg. 56 min. 18 sec. East 165.81 feet, North 45 deg. 51 min. 11 sec. West 111.90 feet, North 19 deg. 31 min. 53 sec. East 98.59 feet, North 34 deg. 25 min. 01 sec. East 101.38 feet, South 86 deg. 50 min. 37 sec. East 71.40 feet, North 06 deg. 21 min. 02 sec. East 96.91 feet, North 08 deg. 06 min. 57 sec. West 136.31 feet, North 24 deg. 01 min. 40 sec. West 61.27 feet, North 37 deg. 31 min. 01 sec. East 48.02 feet, North 53 deg. 25 min. 38 sec. West 80.34 feet, North 01 deg. 17 min. 30 sec. West 86.23 feet, North 29 deg. 33 min. 38 sec. East 51.69 feet, North 48 deg. 32 min. 46 sec. West 65.65 feet, North 09 deg. 04 min. 20 sec. East 162.48 feet, North 25 deg. 44 min. 02 sec. East 130.49 feet, North 40 deg. 52 min. 29 sec. East 92.81 feet, North 00 deg. 26 min. 41 sec. West 187.45 feet, North 08 deg. 46 min. 02 sec. West 110.00 feet, North 20 deg. 47 min. 37 sec. East 114.12 feet, North 28 deg. 56 min. 34 sec. East 64.47 feet, North 04 deg. 43 min. 56

sec. East 129.08 feet, North 20 deg. 59 min. 11 sec. West 49.08 feet, North 16 deg. 21 min. 40 sec. East 38.41 feet, North 44 deg. 07 min. 46 sec. West 89.70 feet, North 15 deg. 59 min. 44 sec. West 59.96 feet, North 32 deg. 23 min. 53 sec. East 103.58 feet, North 19 deg. 28 min. 30 sec. East 57.71 feet, North 79 deg. 42 min. 59 sec. East 63.23 feet, North 43 deg. 13 min. 38 sec. East 59.36 feet, North 28 deg. 09 min. 25 sec. West 150.43 feet, and North 22 deg. 03 min. 49 sec. East 17.55 feet to an iron, the Northwest corner of the tract described in Deed Book 701, Page 736; thence with the original Northern line of said tract South 88 deg. 00 min. 42 sec. East 157.59 feet to a point; thence continuing with said Northern line South 88 deg. 00 min. 42 sec. East 64.75 feet to an axle, the Northeast corner of the tract described in Book 701, Page 736; thence along the Eastern boundary of said tract South 01 deg. 41 min. 12 sec. West 605.21 feet to a nail in a stump, witness tree with three chops; thence continuing with said Eastern boundary line and with Dewey Matthews' tract described in Book 226, Page 281, Harnett County Registry, South 01 deg. 56 min. 37 sec. West 2844.81 feet to a stake, a corner with Matthews; thence continuing with Matthews South 86 deg. 40 min. 12 sec. East 589.91 feet to a stake, a corner with Matthews; thence South 00 deg. 14 min. 06 sec. West 331.89 feet to the BEGINNING and containing 41.82 acres according to a map and survey by Garry C. VanPool, RLS, dated July 23, 1992.

TOGETHER WITH THE FOLLOWING EASEMENT:

TOGETHER WITH THE FOLLOWING EASEMENT AND RIGHT-OF-WAY:

BEGINNING at the Southeast corner of the 41.82 acre tract described above and running thence as the common boundary line of said tract and the Harnett County tract described in Deed Book 588, Page 279, Harnett County Registry North 88 deg. 36 min. 20 sec. West 83.77 feet to a point; thence South 42 deg. 51 min. 27 sec. East 119.03 feet to a point in the Eastern boundary line of the Harnett County tract; thence with said Eastern boundary line South 01 deg. 52 min. 03 sec. West 213.44 feet to a point; thence continuing along said boundary line South 01 deg. 52 min. 03 sec. West 50.01 feet; thence South 86 deg. 51 min. 51 sec. East 271.16 feet to Smith Drive as shown on Plat Cabinet D, Slide 158-A, Harnett County Registry; thence South 86 deg. 51 min. 51 sec. East 1006.69 feet to the Western right-of-way of State Road 1542; thence with the Western right-of-way of said state road North 25 deg. 47 min. 59 sec. East 54.18 feet; thence North 86 deg. 51 min. 51 sec. West 1027.56 feet to a point; thence North 86 deg. 51 min. 51 sec. West 42.73 feet to a point; thence North 86 deg. 51 min. 51 sec. West 130.62 feet to a point; thence along a curve having a radius of 50.00 feet, length of 77.43 feet, tangent of 48.91 feet, chord of 69.92 feet, and delta of 88 deg. 43 min. 54 sec.; thence North 01 deg. 52 min. 03 sec. East 200.42 feet to a point; thence North 42 deg. 51 min. 27 sec. West 71.05 feet to the BEGINNING and being an easement and right-of-way 50' in width from the 41.82 acre tract to State Road 1542.

Section 2. Upon and after October 3, 2023, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in The Town of Angier and shall be entitled to the same privileges and benefits as other parts of The Town of Angier. Said territory shall be subject to municipal taxes according to General Statute § 160A-58-10.

Section 3. The Mayor of the Town of Angier, North Carolina, shall cause to be recorded in the office of the Registrar of Deeds of Harnett County, and in the office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1. above, together with a duly certified copy of this Ordinance. Such a map shall also be delivered to the Harnett County Board of Elections, as required by N.C. General Statutes § 163-288.1.

Section 4. Notice of this adoption of this Ordinance shall be published once, following the effective date of annexation, in a newspaper having general circulation in The Town of Angier, North Carolina.

Duly adopted by the Angier Board of Commissioners on this the 3rd day of October, 2023, during their regularly scheduled monthly meeting.

ATTEST:

Robert K. Smith, Mayor

Veronica Hardaway, Town Clerk



Town of Angier
 Planning Department
 58 N. Broad St. E., NC 27501
 P.O. Box 278, Angier, NC 27577
 Phone: 919-331-6702
 Fax: 919-639-6130

Annexation Petition

Submittal Checklist

Please include all of the following (check off). If any information is missing from the application package, you will be asked to complete the application and re-submit the petition, so please check the list below carefully before you submit:

<input type="checkbox"/>	In which county (or counties) is the property to be annexed located? ___ Harnett ___ Wake	
<input type="checkbox"/>	<u>Electronic Word document of the written metes and bounds</u> must be e-mailed to: jajones@angier.org	
<input type="checkbox"/>	Boundary Survey to be recorded upon approval or an existing recorded plat showing the above written metes and bounds description of the property to be annexed. This document must be submitted electronically in .pdf format.	
<input type="checkbox"/>	Applicant has had a pre-application conference with the Planning Director in the past three (3) months? This is required prior to submittal of an annexation petition. Scheduled Appt.: _____	
<input type="checkbox"/>	Copy of Approved Preliminary Site Plan or Final Site Plan or	Copy of Subdivision Plat submitted for lot recording approval
<input type="checkbox"/>	Projected Market Value of Development at build-out (land and improvements).	
<input type="checkbox"/>	General Annexation Area Data: Linear feet of public streets, total annexation area acreage, number of proposed residential units or square footage of commercial space, type of utility connections involved, specific land uses proposed.	
<input type="checkbox"/>	This application form completed, <u>dated and signed</u> by the property owner(s) and attested submitted by the deadlines.	
Required, but often missing information. Please make sure to include the following:		
<input type="checkbox"/>	Correct Parcel Identification Number(s) (PIN). Call Harnett County Geographic Information Services at 910-893-7523 or Wake County Geographic Information Services at 919-856-6370, if there is any question about the parcel identifier. This is very important. Please indicate if the property being requested for annexation is only a portion of an existing parcel.	
<input type="checkbox"/>	Owner's Signatures and Date of Signatures. See page 3 of this application. All real property owners must sign the application, and the <u>date of signature</u> MUST be filled in!	
<input type="checkbox"/>	Corporate Seal for property owned by a corporation.	
<input type="checkbox"/>	Rezoning Application, if the property is currently outside Town of Angier.	

Annexation Petition

Submittal Deadlines

Petitions for annexation are accepted by the Town of Angier Planning Department at any time. There is a fee required for submittal of an annexation petition of \$250 (*this fee **does not** include recordation fees*). The annexation will become effective immediately upon adoption of the annexation ordinance at the scheduled public hearing unless notified otherwise by the Town Clerk.

(The Town of Angier reserves the right to make exceptions to this general processing schedule when necessary.)

Summary Information / Metes and Bounds Descriptions

Development Project Name

Town of Angier Firing Range

Street Address

298 Smith Drive, Angier, NC 27501

Town of Angier Subdivision approval #

_____ or

Building Permit Transaction #

_____ or

Site Plan approval # for multi-family

Harnett or Wake County Property Identification Number(s) list below

P.I.N.

0672-43-0254.000

P.I.N.

P.I.N.

P.I.N.

P.I.N.

P.I.N.

Acreage of Annexation Site

41.82

Linear Feet of Public Streets within Annexation Boundaries

Annexation site is requesting Town of Angier

Water

and/or Sewer

Number of proposed dwelling units

Type of Units:

Single Family _____

Townhouse _____

Condo _____

Apartment _____

Building Square Footage of Non-Residential Space

1,800 sq. ft.

Specific proposed use (office, retail, warehouse, school, etc.)

Firing Range (already used as a firing range)

Projected market value at build-out (land and improvements) \$

Person to contact if there are questions about the petition

Name

Veronica Hardaway

Address

55 N. Broad St. W/PO Box 278, Angier, NC 27501

Phone

919-331-6703

Fax #

Email

vhardaway@angier.org

Annexation Petition

State of North Carolina, County of Harnett/Wake, Petition of Annexation of Property to the Town of Angier, North Carolina

Part 1 The undersigned, being all the owners of the real property described in this application respectfully request the annexation of said property to the Town of Angier, North Carolina. **The petitioners understand and agree that all streets and utilities within the annexed area will be constructed and installed by the developer according to the Unified Development Ordinance and any utilities that must be extended to the annexed area are the responsibility of the developers or successive property owners.** The property to be annexed is:

☐

Contiguous to the present corporate limits of the Town of Angier, North Carolina, or

☐

Not Contiguous to the municipal limits of the Town of Angier, North Carolina, not closer to the limits of any other municipality and is located within three miles of the municipal limits of the Town of Angier, North Carolina (pursuant to Chapter 989 of the Sessions Law of North Carolina, 1967).

Part 2 NC General Statutes require petitioners of both contiguous and satellite annexations to file a signed statement declaring whether vested rights have been established in accordance with G.S. 160A-385.1 or 153A-344.1 for properties subject to the petition.

Do you declare such vested rights for the property subject to this petition? Yes No

If yes, please submit proof that vested rights have been granted by governing board. I hereby declare that my failure to disclose existence of a vested right terminates any vested right previously acquired for this property.

A. Property Owned by Individual(s) – All owners must sign, including husband & wife, and all joint tenants

Owner's Signature(s)

Signature _____ Date _____

Signature _____ Date _____

Signature _____ Date _____

Signature _____ Date _____

Print owner name(s) and information

Name _____ Phone _____

Address _____

Email _____

Name _____ Phone _____

Address _____

Email _____

Name _____ Phone _____

Address _____

Email _____

Name _____ Phone _____

Address _____

Email _____

State of _____, County of _____

I, _____, a Notary Public for said County and State, do hereby certify that _____

_____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 20____. My commission expires _____, 20____.

Notary Public

(SEAL)

B. Property Owned by a LIMITED LIABILITY CORPORATION – The area to be annexed is owned by a Limited Liability Corporation properly registered with the State of North Carolina.

Print LLC Name _____

(Company Seal)

_____ of which agrees to this petition.

Manager's Signature

Signature _____ Date _____

Print manager name and information

Name _____ Phone _____

Address _____

Email _____

Company Mailing Address _____

State of _____, County of _____

I, _____, a Notary Public for said County and State, do hereby certify that _____, a manager for _____, a limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 20____. My commission expires _____, 20____.

Notary Public

(SEAL)

C. Property Owned by a PARTNERSHIP – The area to be annexed is owned by a General Partnership. All partners must sign; if owned by a limited partnership; general partner(s) must sign.

Print Partnership Name

_____ of which agrees to this petition.

Partner's Signature(s)

Signature _____ Date _____

Signature _____ Date _____

Signature _____ Date _____

Signature _____ Date _____

Print Partner name(s) and information

Name _____ Phone _____

Address _____

Email _____

Name _____ Phone _____

Address _____

Email _____

Name _____ Phone _____

Address _____

Email _____

Name _____ Phone _____

Address _____

Email _____

(ATTACH ADDITIONAL NOTARIES FOR EACH PARTNER)

State of _____, County of _____

I, _____, a Notary Public for said County and State, do hereby certify that _____
_____, a partner in _____ personally appeared before me this day and
acknowledged the due execution of the foregoing instrument on behalf of the partnership.

Witness my hand and official seal, this the _____ day of _____, 20____. My commission expires _____, 20____.

Notary Public

(SEAL)

D. Property Owned by a CORPORATION – The area to be annexed is owned by a Corporation properly registered with the State of North Carolina. The Corporation President and Secretary must complete the following:

Print Corporation Name

(Corporate Seal)

_____ of which agrees to this petition.

President's Signature

Signature _____ Date _____

Secretary's Signature

Signature _____ Date _____

Print President's name and information

Name _____ Phone _____

Address _____

Email _____

Print Secretary's name and information

Name _____ Phone _____

Address _____

Email _____

Corporation Mailing Address _____

State of _____, County of _____

do hereby certify that _____ and _____

(typed or printed name of president)

(typed or printed name of secretary)

personally came before me this day and acknowledged that he/she is _____ and

(title of corporate officer)

that he/she is _____ of _____ and that he/she, as such, being authorized to do so, executed the
foregoing instrument on behalf of the corporation.

Witness my hand and official seal, this the _____ day of _____, 20____. My commission expires _____, 20____.

Notary Public

(SEAL)

Harnett GIS

NOT FOR LEGAL USE .



GIS/E-911 Addressing
August 30, 2023

 Surrounding County Boundaries	Major Roads	 Interstate
 City Limits	 NC	 Railroad
 County Boundary	 US	 Cape Fear River
 Airport		

0 335 670 1,340 Feet

1 inch = 752 feet

N
W E
S

OLD BUSINESS



Board of Commissioners Agenda Report

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

MEETING DATE: October 3, 2023
PREPARED BY: Jimmy Cook
ISSUE Church Street Parking Lot
CONSIDERED:
DEPARTMENT: Public Works

SUMMARY OF ISSUE:

Proposed Downtown Parking Lot Church Street (Old Morris Coats property)

The Town received 4 bids for the parking lot project

1. Wellons Construction \$557,044.65
2. Precision Land Worx, Inc \$508,588.00 (Not on approved bid document)
3. Narron Contracting \$445,430.35
4. KD Grading (Incomplete Bid) (DID NOT FILL OUT BID SHEET COMPLETELY)

The performance/payment bond was not included in the bid form so there will be an additional charge from the contractor to acquire the bond. G.S. 44A-26

FINANCIAL IMPACT:

\$445,430.00

The Board Budgeted \$300,000 for this project. A Budget Amendment will be required for the remaining amount.

1. \$66,374.35 from the General Fund
2. \$79,056.00 from the water System Development Fees

Alternatives:

1. Gravel the parking area with stone instead of paving and install parking bumpers (estimated cost \$15,000 to \$20,000).
2. Leave the area as is for the time being. People can utilize as a parking area

RECOMMENDATION:

Review the 3 options presented below

REQUESTED MOTION:

Option 1:

I make a motion to approve Narron Contracting, Inc. to construct the Church Street Parking Lot in the amount of \$445,430.00, based on them providing a performance/payment bond to

the Town in the amount of \$445,430.00. With an additional amount of \$66,374.35 coming from the General Fund and \$79,056.00 coming from the water System Development Fees.

Option 2:

I make a motion we reject the parking lot bids and install gravel in the parking area with parking bumpers using the funds already appropriated in this year's budget.

Option 3:

I make a motion that we reject the parking lot bids and leave the area as is for the time being and allow people to park on the Town's property.

REVIEWED BY TOWN MANAGER:

This has been reviewed by the Town Manager

Attachments:

NEW BUSINESS



Board of Commissioners Agenda Report

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

MEETING DATE: October 3, 2023
PREPARED BY: Elizabeth Krige
ISSUE Capital Project Ordinance
CONSIDERED:
DEPARTMENT: Finance

SUMMARY OF ISSUE:

The ordinance presented is to create a multi-year capital project fund. This fund will span multiple budget years to pay for the new police station.

FINANCIAL IMPACT:

Creating this fund will allow the town to track expenses and plan for expenditures over several budget years.

RECOMMENDATION: This ordinance has been recommended by the Finance Director and Town Manager.

REQUESTED MOTION: I make a motion to approve the capital project fund ordinance for construction of a police station.

REVIEWED BY TOWN MANAGER:

This has been reviewed by the Town Manager.

Attachments: Capital Project Ordinance



**Police Station
Capital Project
Multi-Fiscal Year Budget Ordinance**

BE IT ORDAINED by the Board of Commissioners of the Town of Angier, Harnett County, North Carolina in accordance with G.S. 159-13 of the North Carolina General Statutes that:

Section 1: The following revenue is hereby appropriated to the Police Station Capital Project Fund to be used, in accordance to provisions and guidance, during the fiscal years beginning October 3, 2023, and ending June 30, 2025:

Transfer from General Fund	\$ 100,000
TOTAL	\$ 100,000

Section 2: The following expenditures are hereby appropriated in the Police Station Capital Project Fund to be used, in accordance to provisions and guidance, during the fiscal years beginning October 3, and ending June 30, 2025:

Construction	\$ 100,000
TOTAL	\$ 100,000

Adopted this 3rd day of October, 2023:

Town of Angier Board of Commissioners

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: October 3, 2023
PREPARED BY: Hans Kalwitz
ISSUE Budget Amendment #2
CONSIDERED:
DEPARTMENT: Finance

SUMMARY OF ISSUE:

This budget amendment pertains to Board consent of property acquisition as well as subsidizing the Police Station project until further funding is obtained.

FINANCIAL IMPACT:

This budget amendment will acknowledge a fund level increase regarding the General Fund; amounting to \$435,000.

RECOMMENDATION: N/A

REQUESTED MOTION:

Motion to adopt Budget Amendment #2.

REVIEWED BY TOWN MANAGER:

This has been reviewed by the Town Manager.

Attachments: Budget Amendment #2



Town of Angier

Board Approved Budget Amendment # 2

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)				
Revenue	Line Item	Budget	Change	Amended Budget
FUND BALANCE APPROPRIATED	10-3010-9999	300,000	↑ 435,000	735,000
Total Budget Revenues		7,322,900	435,000	7,757,900
Administration Departmentt	Line Item	Budget	Change	Amended Budget
CAPITAL OUTLAY	10-4200-5000	300,000	↑ 335,000	635,000
Total Budget Expenditures for Dept 4200		928,486	335,000	1,263,486
Inter-Fund Transfers Department	Line Item	Budget	Change	Amended Budget
TRANSFER TO POLICE STATION FUND	10-8700-8210	-	↑ 100,000	100,000
Total Budget Expenditures for Dept 8700		167,734	100,000	267,734

Motion to adopt FY 2024 Board Approved Budget Amendment #2

Amended this the 3rd day of October, 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:	October 3, 2023
PREPARED BY:	Elizabeth Krige
ISSUE	Proposal for Phase II/Limited Site Investigation
CONSIDERED:	
DEPARTMENT:	Police

SUMMARY OF ISSUE: The Town is moving forward with construction of a new police station at 29 West McIver Street. As part of the USDA funding process and before construction can begin, a further analysis of the site is needed, particularly related to pesticides that may have been sprayed when the site was part of the railroad.

FINANCIAL IMPACT: The cost for the site investigation is \$17,000 and time/materials as needed.

RECOMMENDATION: I recommend the Board move forward with this proposal. The sooner the town can lock-in an interest rate with USDA the better

REQUESTED MOTION: I move the approved the proposal from Terracon for a limited site analysis and authorize the town manager to execute the agreement.

REVIEWED BY TOWN MANAGER: This proposal has been reviewed by the Town Manager.

Attachments: Proposal from Terracon.



2401 Brentwood Road
Raleigh, North Carolina 27604
P (919) 873-2211
F (919) 873-9555
Terracon.com

September 7, 2023

Town of Angier
PO Box 278
Angier, North Carolina 27501

Attn: Ms. Elizabeth Krige
P: (919) 331-6700
E: eyokley-krige@angier.org

RE: Proposal for Limited Site Investigation
Proposed New Police Station
29 West McIver Street
Angier, Harnett County, North Carolina 27501
Terracon Proposal No. P70237486

Dear Mr. Krige:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to the Town of Angier (client) to conduct a Limited Site Investigation (LSI) at the referenced site. It is Terracon's understanding that the proposed use of the site is a new police station. The purpose of the LSI is to assess for potential impacts associated with recognized environmental conditions identified during a Phase I Environmental Site Assessment Terracon completed for the site.

Scope of Services (see Section 2.0 of attached Proposal Detail)	LSI to include the installation of two temporary groundwater monitoring wells and three exterior soil gas points, and collection of two groundwater samples, two soil samples, and three soil gas samples. Refer to the attached Exhibit 1 for proposed sampling locations.
Schedule (see Section 3.0 of attached Proposal Detail)	Delivery of report within 10 business days following receipt of laboratory data.
Compensation (see Section 3.0 of attached Proposal Detail)	Lump sum fee of \$17,000 plus time and materials consulting as needed at the attached rates. Lump sum fee includes a standard laboratory turnaround time of 7-10 business days.

We have attached an Agreement for Services that is incorporated into this proposal and that you must sign to authorize us to perform this work. Refer to the attached proposal detail for assumptions and limitations. This proposal is valid for 60 days.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If this proposal meets with your approval, please sign the attached Agreement for Services and return a copy to our Raleigh, North Carolina office. Project initiation may be expedited by emailing a signed copy to the undersigned.

If you should have any questions or comments regarding this proposal, please contact either of the undersigned at (919) 873-2211.

Sincerely,
Terracon Consultants, Inc.



Olivia A. Veno
Staff Scientist



Donald R. Malone, PE (NC, GA, SC, VA)
Senior Engineering Consultant

Attachments: Proposal Detail
Exhibit 1 – Proposed Sample Locations
Table 1 –Sampling and Analysis Plan
2023 Environmental Services Schedule
Agreement for Services

1.0 PROJECT INFORMATION

The site is located at 29 West McIver Street in Angier, Harnett County, North Carolina. According to client provided details and the Harnett County GIS website, the site consists of two parcels totaling 0.82-acres of land (Harnett County PIN #s 0673-78-5511.000 and 0673-78-4506.000). At the time of Terracon's site reconnaissance, the site consisted of vacant, grassy land. Terracon completed a Phase I Environmental Site Assessment (ESA) on June 7, 2023, on the site that identified the following recognized environmental conditions (RECs) in association with the site:

- The unknown use of the site as a storage lot in the 1964 aerial; and
- The unknown use of associated chemicals and/or pesticides with the treatment of railroad tracks present on the site parcel from at least 1938 through 1993.

2.0 SCOPE OF SERVICES

The proposed scope of services is in response to your request for sampling services due to the identified RECs.

2.1 Objectives

The objective of the Limited Site Investigation (LSI) was to assess the potential presence of impacted soil, groundwater, and soil gas potentially originating from the RECs identified at the site. Terracon Consultants, Inc.'s (Terracon) understanding is that the site will be utilized to create a new police station for the town of Angier. The site plans were not available for Terracon's review. Therefore, the placement of the sample locations in **Exhibit 1** are an estimate based on where the possible building footprint may be located. This scope of work is not intended to delineate the extent of impacts or develop corrective action costs. The scope of services, budget, and schedule are provided below.

2.2 TASK 1 – Limited Soil and Groundwater Investigation

2.2.1 Utility Location

At least 4 business days prior to intrusive activities, Terracon will submit a locate request to the public utility locator (NC 811) to arrange for the location of underground public utilities from the street up to the utility meter. It should be noted that the utility locator will locate public utilities in their portfolio. Terracon is not responsible for damage to private or unmarked utilities. As an added measure of safety, a Terracon geophysicist/utility locator

will locate and mark utilities beyond the meter as well as any additional site utilities identified near the proposed locations.

2.2.2 Soil and Groundwater Sampling and Laboratory Analytical Program

Terracon will advance up to three soil borings throughout the site (**Exhibit 1**). Terracon will advance the borings with a decontaminated stainless-steel hand auger or with a drill rig using direct push technology (DPT). The borings will be advanced up to 15 feet below land surface (bls), or until refusal or the presence of groundwater is encountered. Soil samples will be collected continuously, logged for lithology, and will be field screened with a photoionization detector (PID) for volatile vapors.

Depending on the professional judgement of Terracon field staff, a soil sample from the sample interval with the greatest PID reading will be collected and submitted for laboratory analysis from each of the borings. Two borings will be continued into groundwater and a groundwater sample will be collected from each of these locations. If groundwater is not encountered before a depth of 15 feet, a groundwater sample will not be collected, and Terracon will contact the client about potential drilling techniques and associated additional costs.

Investigation and sample collection procedures will be conducted in accordance with industry standard practices. Samples will be packed on ice and shipped to an accredited laboratory under chain-of-custody control.

Soil samples will be analyzed for the following:

- Volatile organic compounds (VOCs) via U.S. Environmental Protection Agency (USEPA) Method 8260;
- Semi-volatile organic compounds (SVOCs) via USEPA Method 8270;
- PAHs (Polycyclic Aromatic Hydrocarbons) via USEPA Method 8270;
- Herbicides by USEPA Method 8151; and
- Organophosphorous Pesticides via USEPA Method 8141.

Groundwater samples will be analyzed for the following:

- Herbicides by USEPA Method 8151;
- Organophosphorous Pesticides via USEPA Method 8141;
- VOCs via USEPA Method 8260; and
- SVOCs via USEPA Method 8270.

Soil gas samples will be analyzed for VOCs via USEPA Method TO-15.

Additionally, if authorized by the client and for an additional fee, Terracon can collect soil samples for the analysis of metals if we observe evidence of oil-stained soil due to waste oil i.e., from the former salvage yard operations) during sampling activities. Information regarding the cost for additional sampling is provided in Section 3.0.

The sampling and analytical program, including the number and types of samples and laboratory analyses, is in **Table 1**.

Non-dedicated sampling equipment and field instruments will be decontaminated after each sample is collected using a non-phosphate soap wash followed by a potable water rinse. Temporary investigation locations will be plugged and abandoned in accordance with applicable state requirements.

2.2.3 Investigation-Derived Waste

Investigation-derived waste (IDW) will be generated during the completion of the assessment activities. Terracon has included costs for the containerization and off-site disposal of up to three 55-gallon drums. Terracon will assist the client in identifying an appropriate disposal facility; however, the client maintains responsibility for ownership, transportation, and disposal of all IDW. The client or their authorized agent would be responsible for signing the waste manifest, as required, or authorizing Terracon to sign on your behalf.

2.3 TASK 2 - Soil Gas Investigation

Terracon will advance three borings at the site to install exterior soil gas probes. The borings will be advanced using a drill rig equipped with DPT up to 5 feet bls. Soil gas probes should be installed at least 1 foot above the water table; thus, final depth of the borings will be determined by the depth to groundwater as measured in the temporary monitoring wells.

Soil cuttings from the boreholes will be logged for lithology and screened with a PID. The proposed sampling locations may be modified in the field to account for utility clearance, access limitations, and/or site conditions. The client will be notified of significant modifications to the sampling locations.

Temporary soil gas probes will be installed in the borings after completion in general accordance with the practices outlined in the Interstate Technology and Regulatory Council (ITRC) Vapor Intrusion Pathway: A Practical Guidance (2007) and the North Carolina Department of Environmental Quality, Division of Waste Management Vapor Intrusion Guidance (2018). The points will be constructed as follows:

- Installation of 6-inch stainless-steel screen attached to Teflon®-lined tubing at the bottom of the borehole;

- Teflon®-lined tubing from the bottom of the borehole to the ground surface;
- Addition of approximately 1 foot of pre-sieved 20/40 grade silica sand for annular sand pack around the vapor screen; and
- Addition of granular bentonite in the annular space above the sand pack to ground surface.

Each soil gas probes will be purged following installation and allowed to equilibrate for a minimum of 24 hours after installation before sample collection is initiated. Soil gas samples will be collected using an inline purge/sampling train consisting of a batch certified 1.0-liter Summa® canister for sample collection (sample canister) connected to a critical orifice flow restrictor (flow controller). After the 24-hour equilibration, the purge/sampling train will be connected to the soil gas sampling point and a helium tracer gas leak test will be conducted. The tracer gas serves as a quality assurance / quality control method to verify the integrity of the seal in the borehole and the seal of the sampling train to the sample point. An MGD-2002 (or equivalent) helium detector will be used to verify the presence and concentration of tracer gas.

After completion of the helium tracer test, the sample canister valve will be opened to collect the soil gas samples. Summa® canisters with observed vacuum pressure losses greater than 10% of the initial recorded laboratory vacuum will not be used. The sample canister will be filled at a sample rate of less than or equal to 200 milliliters per minute and the collection duration is expected to range from 4 to 5 minutes. The sample canister valve will be closed when the gauge measures less than -8 inches in mercury (Hg) vacuum (i.e., sampling is complete). The final vacuum will not be allowed to reach less than -5 inches Hg vacuum. The soil gas samples will be shipped via FedEx to a North Carolina-accredited laboratory under standard chain of custody control for analysis of VOCs via USEPA Method TO-15. The sampling and analytical program, including the number and types of samples and laboratory analyses, is in **Table 1**. The locations of the proposed soil gas probes are depicted on **Exhibit 1**.

2.4 TASK 2 – Preparation of LSI Report

Following the site activities and receipt of the laboratory analytical results, Terracon will prepare a report that will include the following:

- Documentation of field activities;
- Site plan showing pertinent site features;
- Analytical laboratory results;
- Data evaluation and presentation of findings; and
- Recommendations concerning further action, if necessary.

The final written report will reflect results, findings, and recommendations, and as such, will take precedence over any verbal reports that Terracon personnel may have provided. The analysis, comments, and recommendations presented in the final written report will be based on the information collected as discussed in this proposal.

2.5 TASK 3 – Time and Materials Consulting

Additional consultation including meetings, additional document preparation and correspondence, beyond the above effort will be invoiced on a monthly time and materials (T&M) basis in accordance with the attached fee schedule. This may include correspondence with the client, regulator, engineers, and/or attorneys.

3.0 Schedule and Fee

Terracon estimates the LSI report can be submitted to the client **within 10 business days** following receipt laboratory data. If schedule delays are anticipated based on weather and/or encountered site conditions, the client will be contacted to discuss changes in the schedule. Standard analytical laboratory turnaround is currently at least 7-10 business days. For costing purposes, a standard turnaround time for analytical data has been utilized.

The Scope of Services outlined herein will be conducted for a **lump sum fee of \$17,000 plus T&M consulting time as needed**. Costs are detailed in the table below.

LSI Sampling and Reporting		Fees
Terracon Labor		\$9,300
Subcontract Drilling Services		\$3,300
IDW Management		\$200
Subcontract Laboratory (<i>assumes standard 7-10 business day turnaround time</i>)		\$2,500
Equipment and Expenses		\$1,700
ESTIMATED TOTAL		\$17,000
T&M Consulting		Fees
Additional Consulting Services (described under section 2.5, see attached rate)		See attached rate sheet

Based on field staff's professional judgement, Terracon can collect samples for analysis of metals for an additional cost of \$70 per sample, if authorized by the client.

If, as a result of these services, additional services are required that are outside the scope of this proposal, you will be contacted to discuss associated costs. Client authorization will be obtained prior to commencement of additional services outside the scope of this proposal.

4.0 Conditions

If additional soil, groundwater, or other environmental releases are discovered during the LSI, the owner, operator, or similar responsible party may have release reporting obligations under applicable state law or regulations.

The scope of services and estimated fee were based on the assumptions and limitations noted below.

Assumptions

- Client will provide to Terracon, prior to mobilization, legal right of entry to the site (and other areas if required) to conduct the scope of services.
- Client will notify Terracon, prior to mobilization, of any restrictions, special site access requirements, or known potentially hazardous conditions at the site (e.g., hazardous materials or processes, specialized protective equipment requirements, unsound structural conditions, etc.).
- Field services will be performed in Occupational Safety and Health Administration Level D attire. Client will be responsible for additional costs should an upgrade to personal protective equipment be required due to conditions encountered at site.
- Public utilities will be located using applicable state, regional, and/or local utility locate services or one-call centers. Location of utilities on private land that are not located by these public services will be the responsibility of the client and/or property owner/operator.
- Services can be performed during normal business hours (Monday through Friday, 7:00 am to 7:00 pm).
- Traffic control services are not required.
- The site is readily accessible by truck.

If any of these assumptions or conditions are not accurate or change during the project, the stated fee is subject to change.

Limitations

Terracon's services will be performed in a manner consistent with generally accepted practices of the profession undertaken in similar studies in the same geographic area during the same period. Terracon makes no warranties, express or implied, regarding its services, findings, conclusions, or recommendations. Please note that Terracon does not warrant the services of laboratories, regulatory agencies or other third parties supplying information used in the preparation of the report. These LSI services will be performed in accordance with the scope of services agreed with you, our client, as set forth in this proposal and are not intended to be in strict conformance with ASTM E1903-19.

Certain indicators of subsurface impacts may be inaccessible, nondetectable, or not present during these services, and we cannot represent that the site contains no hazardous substances, petroleum products, or other latent conditions beyond those identified during this LSI. Subsurface conditions are subject to spatial and temporal variability. Our findings, conclusions, and recommendations will be based solely upon data obtained at the time and within the scope of these services.

Reliance

The LSI report will be prepared for the exclusive use and reliance of The Town of Angier (client). Reliance by any other party is prohibited without the written authorization of the client and Terracon. Reliance on the LSI by the client and all authorized parties will be subject to the terms, conditions, and limitations stated in the Agreement for Services, sections of this proposal incorporated therein, and the LSI report. The defined contractual limitation of liability is the aggregate limit of Terracon's liability to the client and all relying parties.



- Site Boundary
 Harnett County Tax Parcels
▲ Soil Gas Point
● Temporary Well/Soil Boring
● Soil Boring

DATA SOURCES:
 Latest High-Resolution NC Statewide Orthoimagery, NC
 OneMap Server; 2021; Site Boundary based on NC One
 Map Harnett County

PM:	OV
Drawn By:	CAP
Checked By:	OV
Approved By:	DRM
Project No.	P70237486
Scale:	1 in = 50 ft
Filename:	Proposed New Police Station LSI
Date:	August 2023

2401 Brentwood Road, Suite 107	Raleigh, NC 27604
Phone: (919) 873-2211	Fax: (919) 873-9555

Proposed Sample Locations
Limited Site Investigation Proposed Police Station 29 West McIver Street Angier, Harnett County, North Carolina

EXHIBIT NO.
1



**Table 1 – Sampling and Analysis Plan
Proposed Police Station
29 West McIver Street, Angier, NC
P70237486**

Type and Designation ¹	Purpose REC/Site Concern	Advancement Method	Estimated Depth (ft) ²	No. of Soil Analytical Samples ³	Soil Analytical ⁴	Groundwater Sample? (y/n)	Groundwater Sampling Method	Groundwater Analytical ⁴	Soil Gas Sample? (y/n)	Soil Gas Analytical ⁴	QC Samples ⁵
TW-01/SB-01	Presence of railroad tracks on the site	Direct Push	15	1	VOCs SVOCs PAHs Organophosphorous Pesticides Herbicides	Y	Low-flow	VOCs SVOCs Organophosphorous Pesticides Herbicides	N	n/a	
TW-02/SB-02	Unknown use of the site as a storage lot	Direct Push	15	1	VOCs SVOCs PAHs Organophosphorous Pesticides Herbicides	Y	Low-flow	VOCs SVOCs Organophosphorous Pesticides Herbicides	N	n/a	1 trip blank for groundwater
SB-03	Unknown use of the site as a storage lot	Direct Push	15	1	VOCs SVOCs PAHs	N	n/a	n/a	n/a	n/a	
SG-01	Unknown use of the site as a storage lot	Direct Push	5	n/a	n/a	N	n/a	n/a	Y	VOCs	
SG-02	Unknown use of the site as a storage lot	Direct Push	5	n/a	n/a	N	n/a	n/a	Y	VOCs	
SG-03	Unknown use of the site as a storage lot	Direct Push	5	n/a	n/a	N	n/a	n/a	Y	VOCs	

Notes:

¹ Type and Designation: SB = Soil Boring; MW = Permanent Monitoring Well; TW = Temporary Monitoring Well; TSP = Temporary Groundwater Sampling Point; SG = Soil Gas

² Proposed maximum depth based on current knowledge of subsurface conditions and depth to groundwater in area. Depths may be modified based on the actual depth to groundwater or refusal on bedrock. If boring advancement beyond above depths is necessary, client will be notified to discuss options and associated costs.

Proposal for Limited Site Investigation

Proposed New Police Station | Angier, North Carolina

September 7, 2023 | Terracon Proposal No. P70237486



³ Number of unsaturated zone soil samples to be submitted for analytical testing. Samples will be assigned based on photoionization detector (PID) readings and/or professional judgement considering the type of chemical, nature and depth of source, and chemical fate and transport characteristics.

⁴ Analytical Methods:

VOCs = volatile organic compounds by USEPA Method 8260 (USEPA Method TO-15 for soil gas)

SVOCs = semi-volatile organic compounds by USEPA Method 8270

PAHs = polycyclic aromatic hydrocarbons by USEPA Method 8270

Herbicides by USEPA Method 8081

Pesticides by USEPA Method 8141

Terracon

Schedule of Services and Fees 2023 Environmental Services

I. PERSONNEL

Administrative Staff.....	\$75.00/hour
CAD Technician/Drafter.....	\$80.00/hour
Technician	\$85.00/hour
Assistant Engineer/Scientist.....	\$90.00/hour
Field Engineer/Scientist	\$95.00/hour
Staff Engineer/Scientist.....	\$110.00/hour
Senior Staff Engineer/Scientist.....	\$125.00/hour
Project Manager	\$155.00/hour
Project Engineer/Scientist.....	\$155.00/hour
Senior Project Manager	\$205.00/hour
Senior Engineer/Scientist.....	\$205.00/hour
Senior Engineer/Scientist Consultant.....	\$250.00/hour

** An overtime premium of 1.5 times the hourly rate will apply for Technician services provided Monday-Friday that are in excess of 8 hours per day and for services provided before 7:00 AM and after 6:00 PM, as well as for services provided on Saturday, Sunday, and Terracon recognized Holidays.*

Note: Deposition or court testimony at a minimum of 1.75 times regular rate - minimum of \$235.00/hour

II. EXPENSES AND SUPPLIES

Vehicle Charge	\$0.75/mile
Overnight Per Diem, Lodging and Food	at Cost
Shipping charges, rental equipment, materials, permit fees or other contracted services.....	Cost + 15%
Subcontractors (including laboratory tests, drilling, private utility location, survey)	Cost + 15%

III. ENVIRONMENTAL EQUIPMENT (Personnel Time Not Included)

YSI Multimeter	\$125.00/day
Electric Water Level Indicator	\$50.00/day
Hydrocarbon/Water Interface Probe	\$75.00/day
Peristaltic Pump	\$50.00/day
Monsoon Pump	\$100.00/day
Whale Pump	\$50.00/day
Turbidity Meter	\$40.00/day
Pore Water Sampler	\$50.00/day
PID	\$100.00/day
Hand Auger	\$25.00/day
Thermal Camera.....	\$100.00/day
Metal Detector	\$40.00/day
Hammer Drill	\$75.00/day
Generator	\$100.00/day
Marine/Other Portable Battery	\$25.00/day
Trimble GPS	\$175.00/day
PetroFlag	\$125.00/day + Sample Supplies
ColorTec	\$150.00/day + Sample Supplies
HACH Colorimeter	\$100.00/day + Sample Supplies
Injection Equipment (Pumps and Hoses).....	\$500/day
Level D PPE	\$30.00/day

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Town of Angier ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Proposed New Police Station project ("Project"), as described in Consultant's Proposal dated 09/07/2023 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**By: Donald R. Malone Date: **9/7/2023**Name/Title: **Donald R. Malone / Senior Environmental Engineering Consultant**Address: **2401 Brentwood Rd Ste 107
Raleigh, NC 27604-3686**Phone: **(919) 873-2211** Fax: **(919) 873-9555**Email: **Don.Malone@terracon.com**Client: **Town of Angier**

By: _____ Date: _____

Name/Title: **Elizabeth Krige / Town Manager**Address: **55 N. Broad Street PO Box 278
Angier, NC 27501**Phone: **(919) 331-6700** Fax: **(919) 639-6130**Email: **eyokley-krige@angier.org**



Board of Commissioners Agenda Report

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

MEETING DATE: October 3, 2023
PREPARED BY: Elizabeth Krige
ISSUE Property Acquisition
CONSIDERED:
DEPARTMENT: Administration

SUMMARY OF ISSUE:

As the town grows, additional facility space is needed for employees to continue serving the community. The town was approached by the owner of 32 W. Williams about purchasing the property, which is located adjacent to Town Hall.

This property will provide office space for the town's Planning and Zoning Department, which was slated to move into the Board Room.

FINANCIAL IMPACT:

The cost of the property is \$325,000. There will be legal fees associated with the title search, survey and inspections. The town has a strong fund balance, which is being used to purchase this property.

RECOMMENDATION:

REQUESTED MOTION:

I make a motion to approve the purchase agreement for 32 W Williams Street.

REVIEWED BY TOWN MANAGER:

This has been reviewed and recommended by the Town Manager.

Attachments: Purchase Agreement



AGREEMENT FOR PURCHASE AND SALE OF LAND

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between
Town of Angier

a(n) North Carolina Municipal Corporation ("Buyer"), and
(individual or State of formation and type of entity)

Richard D. Sparkman and wife, Diane A. Sparkman

a(n) married couple ("Seller").
(individual or State of formation and type of entity)

(NOTE: If the Buyer or Seller is an entity, in order to form a binding agreement and complete a transaction, the entities listed as Buyer or Seller in this Agreement should be validly formed and in good standing with the Secretary of State in the State of formation of the entity.)

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "**Property**": (Address) 32 W. Williams Street, Angier, NC 27501

Plat Reference: Lot(s) _____, Block or Section _____, as shown on Plat Book or Slide
_____ at Page(s) _____, Harn County, consisting of _____ acres.

☐ If this box is checked, "Property" shall mean that property described on Exhibit A attached hereto and incorporated herewith by reference,

(For information purposes: (i) the tax parcel number of the Property is: 04-0674-2022-0003; and,
(ii) some or all of the Property, consisting of approximately 0.166 acres, is described in Deed Book 825,
Page No. 441, Harnett County.)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto.

\$ 325,000.00

(b) "**Purchase Price**" shall mean the sum of Three Hundred Twenty-Five Thousand and
00/100s***** Dollars,

or, if this box is checked ☐, Purchase Price shall mean the sum of \$ _____ per gross acre
("Price Per Acre") as determined by a survey obtained by Buyer prior to the expiration of the Examination
Period ("Survey"). Buyer shall provide a copy of the Survey to Seller not later than the expiration of the
Examination Period. The purchase price shall be determined by multiplying the Price Per Acre by the
number of gross acres as determined by the Survey. Adjustments to the amounts due under Sections
1(b)(ii) – 1(b)(iii) shall be made, as applicable, to reflect any adjustment in the Purchase Price in
accordance with this provision. The Purchase Price shall be payable on the following terms:

\$ 2,000.00

(i) "**Earnest Money**" shall mean Two Thousand and 00/100s***** Dollars
or terms as follows: _____

The Earnest Money shall be deposited in escrow with

Page 1 of 9



This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.

STANDARD FORM 580L-T
Adopted 7/2020
© 7/2020

Buyer Initials RLK

Seller Initials ROS

ROS, TOL
Dec 11 2

Pope & Pope, Attorneys at Law, P.A. (name of person/entity with whom deposited- "Escrow Agent") within five (5) calendar days of the Contract Date, to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein. Should Buyer fail to deliver the Earnest Money by the date required hereunder, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice of such dishonor to deliver cash, official bank check, wire transfer or electronic transfer to the Escrow Agent. If Buyer fails to deliver the required funds within one (1) banking day after written notice, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received acknowledgement by Escrow Agent of its receipt of funds from Buyer. If the Escrow Agent has not delivered to the Seller the acknowledgement of Earnest Money on the last page of this Agreement by the calendar day following the date the Earnest Money is required to be delivered hereunder, it shall be presumed that the Earnest Money was not delivered by the required time (unless, upon the written request of Seller, Escrow Agent can provide proof of its receipt of the Earnest Money by the required time). Buyer and Seller consent to the disclosure by the Escrow Agent, to the parties to this Agreement, the Broker(s) and any Buyer lender, of any material facts pertaining to the Earnest Money.

☐ ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)

☐ ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is: _____)

☐ ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

\$ 0.00

(ii) Delivery of a promissory note secured by a deed of trust, said promissory note in the amount of Zero (\$0.00) ***** Dollars being payable over a term of _____ years, with an amortization period of _____ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of _____ percent (____%) per annum in the amount of \$_____, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on Exhibit B. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. (NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)

\$ 323,000.00

(iii) Cash, balance of Purchase Price, at Closing in the amount of Three Hundred Twenty-Three Thousand & 00/100s ***** Dollars.

Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of any loan Buyer intends to obtain in connection with the transaction contemplated by this Agreement. (Note: Buyer's obligations under this Agreement are not conditioned upon obtaining or closing any loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Examination Period allows sufficient time for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.)

(c) "Closing" shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before October 20, 2023 or _____.

Buyer Initials EWK Seller Initials EDS RDS, RDA FOR DLS

- (d) **"Contract Date"** means the date this Agreement has been fully executed by both Buyer and Seller.
- (e) **"Examination Period"** shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on
October 20, 2023

TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.

- (f) **"Broker(s)"** shall mean:
none ("Listing Agency"),
("Listing Agent" – License # _____)
Acting as: ☐ Seller's Agent; ☐ Dual Agent
and none ("Selling Agency"),
("Selling Agent" – License # _____)
Acting as: ☐ Buyer's Agent; ☐ Seller's (Sub)Agent; ☐ Dual Agent

- (g) **"Seller's Notice Address"** shall be as follows:
5401 Lake Edge Drive
Holly Springs, NC 27540
e-mail address: rds@sparkmanlaw.com fax number: _____
except as same may be changed pursuant to Section 12.

- (h) **"Buyer's Notice Address"** shall be as follows:
PO Box 278 (Attn: Elizabeth Yokley-Krige, Town Manager)
Angier, NC 27501
e-mail address: eyokley-krige@angier.org fax number: _____
except as same may be changed pursuant to Section 12.

- ☒ (i) If this block is marked, additional terms of this Agreement are set forth on **Exhibit B** attached hereto and incorporated herein by reference. (Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)
- ☐ (j) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.
- ☐ (k) If this block is marked, additional terms of this Agreement are set forth on the Back Up Agreement Addendum (Form 581A-T) attached hereto and incorporated herein by reference.

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), and other conveyance fees or taxes required by law, any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Agreement other than those fees required to be paid by Buyer in this Section 3 below, and the following:

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement, charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, any costs or charges for determining restrictive covenant compliance, and the following:

Each party shall pay its own attorney's fees.

Deferred/Rollback Taxes: Buyer ☐ intends to continue ☐ does not intend to continue the existing present use valuation property tax deferral(s) relating to the Property. In the event the Buyer intends to continue the existing present use valuation property tax deferral(s) relating to the Property, Buyer shall be responsible for making all necessary applications for continuation of the existing present use valuation property tax deferral(s) relating to the Property and shall be responsible for payment of any deferred/rollback taxes applicable to the Property.

If Buyer does not intend to continue the existing present use valuation property tax deferral(s) relating to the Property, ☐ Seller ☐ Buyer shall be responsible for payment of any deferred/rollback taxes applicable to the Property.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer, as soon as reasonably possible after the Contract Date, copies of all material information relevant to the Property in the possession of Seller, including but not limited to: information regarding matters detailed on Form 502- Land Information Worksheet, title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all hard copy materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, following release of the Earnest Money, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof. Notwithstanding the above provisions regarding delivery and return of information and documentation, should there exist a separate non-disclosure, confidentiality, or similar agreement between Buyer and Seller, the terms of which conflict with this provision insofar as delivery and return of information and documentation, then the terms of such non-disclosure, confidentiality, or similar agreement shall control as to the delivery and return of information and documentation.

Section 5. Evidence of Title: Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(b) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds

payable on account of the damage or destruction applicable to the Property.

(c) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of investigating matters such as those detailed on Form 502- Land Information Worksheet, conducting timber cruises, and examining and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law, and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself and its agents or representatives in exercising its rights under this Section 6(c) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(a) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

☒ If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

☐ If this box is checked, Seller discloses that there are one or more leases affecting the Property ("Leases"), and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on **Exhibit B**. Seller represents and warrants that, as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on **Exhibit B**;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 3 as if the Leases were listed therein;

(c) Seller represents and warrants that, as of the Contract Date, there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 3. Seller agrees not to commit a Lease Default as Landlord after the Contract Date; and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) During the Examination Period, Buyer and Seller shall cooperate in good faith to determine if any Lease shall be terminated prior to Closing or shall continue after Closing. As to any Lease determined to continue after Closing, Seller shall deliver an assignment of Seller's interest in such Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver such assignment of Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. The assignment shall provide: (i) that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or the result of any default by Seller under any Lease prior to the date of Closing, and (ii) that Buyer shall defend, indemnify and hold Seller harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Seller which are caused by or the result of any default by Buyer under any Lease after the date of Closing.

(e) Seller also agrees to work diligently to obtain any tenant signatures on any estoppel certificates in such form as Buyer may reasonably request and to work diligently to obtain any subordination, nondisturbance and attornment agreements in such form as

Buyer may reasonably request.

Section 8. Environmental/Physical Aspects of Property: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within any structures on the Property or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to: those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(c) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money held in escrow, a licensed real estate broker is required by state law (and Escrow Agent, if not a broker, hereby agrees) to retain the Earnest Money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a broker or an attorney licensed to practice law in North Carolina is holding the Earnest Money, the broker or attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a special warranty deed unless otherwise specified on Exhibit B and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any

electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller, and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

Section 13. Counterparts; Entire Agreement: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that notice given in accordance with Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge/Assessments:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments or (v) any caves, mineshafts, tunnels, fissures, open or abandoned wells, gravesites, pet cemeteries, animal burial pits or landfill operations (past or present) located at the Property, except as follows (Insert "None" or the identification of any matters relating to (i) through (v) above, if any):

none

Note: For purposes of this Agreement: (i) a "special assessment" is defined as a charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property; a special assessment may be either pending or confirmed; (ii) a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether, at the time of Closing, it is payable in a lump sum or future installments; (iii) a "pending" special assessment is defined as an assessment that is under formal consideration by a governmental agency or an owners' association but which has not been approved prior to Closing. Seller shall pay, in full at Closing, all confirmed governmental or association special assessments, provided that the amount thereof can be reasonably determined or estimated. The payment of such determined or estimated amount shall be the final payment between Buyer and Seller as to any confirmed special assessments. If the amount of any special assessment cannot be reasonably determined or estimated, the special assessment shall be deemed a pending special assessment. Buyer shall take title subject to all pending special assessments disclosed by Seller herein, if any.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

(c) **Owners' Association:** If the Property is subject to regulation by an owners' association, Seller shall deliver the following information to Buyer pursuant to Section 4 as if the same were listed therein (or Seller shall state that Seller does not have same in their possession or that such item is not applicable): (i) the name of the owners' association; (ii) the amount of regular assessments (dues); (iii) the name, address and telephone number of the president of the owners' association or of the association manager or management company; (iv) the owners' association website address; (v) the Seller's statement of account; (vi) the master insurance policy showing the coverage provided and the deductible amount; (vii) copies of any Declaration and/or Restrictive Covenants; (viii) the Rules and Regulations, (ix) the Articles of Incorporation and Bylaws of the owners' association; (x) the current financial statement and budget of the owners' association; (xi) the parking restrictions and information; and (xii) the architectural guidelines. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true

and accurate copies of the foregoing items affecting the Property, including any amendments thereto.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on Exhibit B.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

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BUYER:

Individual

Date: _____

Date: _____

SELLER:

Individual

Date: _____

Date: _____

Business Entity

Town of Angier

By: Elizabeth Yokley-Krige (Name of Entity)

Name: Elizabeth Yokley-Krige

Title: Town Manager

Date: _____

Business Entity

By: _____ (Name of Entity)

Name: _____

Title: _____

Date: _____

WIRE FRAUD WARNING

To Buyers: Before sending any wire, you should call the closing agent's office to verify the instructions. If you receive wiring instructions for a different bank, branch location, account name or account number, they should be presumed fraudulent. Do not send any funds and contact the closing agent's office immediately.

To Sellers: If your proceeds will be wired, it is recommended that you provide wiring instructions at closing in writing in the presence of the closing agent. If you are unable to attend closing, you may be required to send an original notarized directive to the closing agent's office containing the wiring instructions. This directive may be sent with the deed, lien waiver and tax forms if those documents are being prepared for you by the closing agent. At a minimum, you should call the closing agent's office to provide the wire instructions. The wire instructions should be verified over the telephone via a call to you initiated by the closing agent's office to ensure that they are not from a fraudulent source.

Whether you are a buyer or a seller, you should call the closing agent's office at a number that is independently obtained. To ensure that your contact is legitimate, you should not rely on a phone number in an email from the closing agent's office, your real estate agent or anyone else.

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

Pope & Pope, Attorneys at Law, P.A.

(Name of Escrow Agent)

Date: _____

By: _____

Escrow Agent's contact/notice information is as follows:

PO Box 790

Angier, NC 27501

e-mail address: wpope@popeandpope.com fax number: (919) 639-7066

except as same may be changed pursuant to Section 12.

ADDENDUM – EXHIBIT A
REAL ESTATE PURCHASE CONTRACT

SELLER: RICHARD D. SPARKMAN AND WIFE, DIANE A. SPARKMAN ("Seller")

BUYER: TOWN OF ANGIER, A NC MUNICIPAL CORPORATION ("Buyer")

PROPERTY ADDRESS: 32 W. WILLIAMS STREET, ANGIER, NC 27501 ("Property")

PARCEL ID NO.: 04-0674-2022-0003

PROPERTY ADDRESS: 32 W. Williams Street, Angier, NC 27501

Lying and being in the Town of Angier, Black River Township, and being more particularly described as follows:

BEGINNING at an existing iron stake, the northwestern margin of the intersections of the 75 foot right-of-way of West Broad Street with the 66 foot right-of-way of Williams Street; thence from said beginning point along the northern margin of the 66 foot right-of-way of Williams Street North 85 degrees 57 minutes 49 seconds West 145.03 feet to an iron stake in the eastern margin of a 10-foot alley; thence with said alley North 3 degrees 18 minutes 03 seconds East 50.0 feet to an existing iron stake, a corner with Billy B. Surles, said existing iron stake also being South 89 degrees 05 minutes 27 seconds East 10.60 feet from an existing iron pipe; thence with the Surles line South 85 degrees 57 minutes 57 seconds East 145.0 feet to an existing iron stake in the western margin of the 75-foot right-of-way of West Broad Street; thence with the western margin of West Broad Street South 3 degrees 15 minutes 42 seconds West 50.0 feet to the point and place of BEGINNING and consisting of 0.166 acre, more or less, according to map of survey by Stancil and Associates, Registered Land Surveyor, P.A., dated February 11, 1987.

This being the same property conveyed by deed dated March 6, 1987 from Charles M. Ellen and wife, Clara B. Ellen, Grantors to Richard D. Sparkman and wife, Diane A. Sparkman, Grantees and recorded March 6, 1987 in Deed Book 825, Page 441, Harnett County Registry.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first written above.

Buyer:

Seller:

Signature: Elizabeth Yokley-Krige

Signature: [Signature]

Date: 9-21-2023

Date: 9-22-23

Signature: _____

Signature: [Signature] Per Joe

Date: _____

DIANE A. SPARKMAN
Date: 9-22-23

ADDENDUM – EXHIBIT B
REAL ESTATE PURCHASE CONTRACT

SELLER: RICHARD D. SPARKMAN AND WIFE, DIANE A. SPARKMAN ("Seller")

BUYER: TOWN OF ANGIER, A NC MUNICIPAL CORPORATION ("Buyer")

PROPERTY

ADDRESS: 32 W. WILLIAMS STREET, ANGIER, NC 27501 ("Property")

1. 1. As is, Where Is: The parties agree that the property is being transferred as is where is. Buyer agrees to accept responsibility for any liability arising out of, or relating to all conditions of the Property, including any failure of the property to be developed or used in compliance with any laws and to cover all costs required to remediate any conditions at the property, where known or unknown at the time of transfer.
2. Seller and the owners of 97 N. Broad Street West, Angier, NC shall have executed prior to closing an Agreement between Adjoining Landowners, as to Encroaching Fence and License.
3. Seller's personal property set out on Exhibit B-1 shall transfer to the Buyer without additional consideration.
4. All personal property of Seller left in the premises after vacating the premises shall be deemed abandoned and shall be the property of the Buyer. Buyer shall be responsible for the disposal of all personal property left by the Seller.
5. These terms and conditions shall survive closing.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first written above.

Buyer:

Seller:

Signature: Elizabeth Yokley-Krige Signature: [Signature]
Date: 9-21-2023 Date: 9-22-23

Signature: _____ Signature: [Signature]
Date: _____ Date: DIANE A. SPARKMAN
9-22-23

Signature: _____ Signature: _____
Date: _____ Date: _____

SELLER POSSESSION AFTER CLOSING AGREEMENT
THIS AGREEMENT IS AN ADDENDUM TO THE OFFER TO PURCHASE AND CONTRACT

WARNINGS TO BUYERS AND SELLERS:

- **THIS FORM MAY ONLY BE USED FOR SHORT-TERM OCCUPANCY.**
- **THIS FORM DOES NOT ADDRESS IMPORTANT ISSUES TYPICALLY ADDRESSED IN A RESIDENTIAL LEASE DRAFTED FOR A LONG-TERM OCCUPANCY.**
- **YOU ARE ADVISED TO CONFIRM WITH AN INSURANCE PROFESSIONAL THE TERMS OF COVERAGE UNDER YOUR PROPERTY AND CASUALTY INSURANCE POLICY BEFORE USING THIS ADDENDUM.**

Property: 32 W. Williams Street, Angier, NC 27501

Seller: Richard D. Sparkman and wife, Diane A. Sparkman

Buyer: Town of Angier, a North Carolina Municipal Corporation

This Agreement is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Seller and Buyer for the Property. For valuable consideration, the receipt and legal sufficiency of which are acknowledged, Seller and Buyer agree:

1. **Term of Possession.** Seller may remain in possession of the Property for a period of 72 (12/31/23 days after the Closing (insert a number of days) until 5 p.m. on the last day (the entire period including any extension agreed to by Buyer and Seller in writing is referred to as the "Term"). ***TIME IS OF THE ESSENCE*** with regard to the end of the Term.

2. **Seller Acknowledgment of Property Condition and Obligation to Maintain Property.** Seller acknowledges that all appliances, systems and equipment are in good working order except for the following (describe any appliances, systems and equipment that are not in working order at the time of this Agreement): _____

Seller shall be responsible for the maintenance and repair of all appliances, systems and equipment on the Property other than any appliances, systems and equipment described above. Buyer shall not be obligated to maintain the Property after Closing while Seller remains in possession of the Property, subject to any obligation that may be imposed on Buyer by law.

Seller shall maintain the Property in its same condition as at Closing and shall make no changes in the Property, decorating or otherwise, without the written consent of Buyer. In the event that the Property is altered, modified, damaged or not maintained by Seller in its condition at Closing, Seller shall pay all costs necessary to correct any alterations, modifications or damage to the Property to restore the Property back to its condition at Closing; provided, the risk of loss or damage to the Property by fire or other casualty shall pass to Buyer at Closing without limiting Seller's obligation to indemnify and hold Buyer harmless as set forth below.

3. **Rent.** Seller shall credit Buyer at Closing a non-refundable lump sum of \$ ZERO - \$ 0.00 - for the Term ("Rent").

4. **Termination of Possession.** Without a written extension signed by the Parties, Seller shall vacate the Property no later than the end of the Term. If Seller has not vacated the Property by that time, Seller shall continue to be bound by all of the terms and conditions of this Agreement, and Seller shall in addition pay Buyer a hold-over fee of \$ 40.00 per day for each day Seller remains in possession of the Property from the end of the Term until Seller vacates the Property or is evicted.

5. **Utilities.** Seller shall keep all utilities registered in Seller's name and shall pay the costs of all utilities (sewer, water, gas, electricity, etc.) during the Term.

6. **Lawn Maintenance; Trash.** Seller shall be responsible for lawn maintenance and trash removal during the Term.



Buyer Initials

EMR

Seller Initials

ROS

ROS



7. Insurance on Seller's Property. Seller shall procure and maintain throughout the Term a renter's insurance policy, and shall promptly provide Buyer evidence of such insurance upon Buyer's request. In addition to coverage for damage or loss to Seller's personal property

in such amount as Seller may determine, the policy shall include adequate coverage for bodily injury and property damage for which Seller may be liable.

8. Insurance on Buyer's Property. As of Closing, Buyer shall keep the Property, together with any improvements and any personal property owned by Buyer on or in the Property, insured for the benefit of Buyer in such amount and to such extent as Buyer determines desirable.

9. Seller's Indemnification. Seller shall indemnify and hold Buyer harmless from and against any and all liability, fines, suits, claims, demands, actions, costs and expenses of any kind or nature whatsoever caused by, or arising out of, or in any manner connected with any damage to the Property or any injury or death to a person or persons arising out of Seller's use and/or occupancy of the Property during the Term, including intentional or negligent acts by Seller, Seller's family, invitees, and/or agents and employees of Seller.

10. Subletting; Assignment. Seller shall not sublet the Property or assign this Agreement.

11. Association Dues and Charges. Buyer shall pay the owner's association dues and other like charges, if any, during the Term.

12. Pets. Check one: ☐ pets are allowed on the Property ☐ no pets are allowed on the Property.

13. Eviction. In the event of Seller's breach of this Agreement, Seller may be evicted from the Property pursuant to a summary ejectment proceeding brought before the magistrate in the county where the Property is located, as provided in Chapter 42 of the North Carolina General Statutes.

14. Costs of Legal Proceedings. The losing party in any legal proceeding brought by Buyer or Seller against the other party for breach of any provision of this Agreement (including an action for summary ejectment) shall be liable for the costs and expenses of the prevailing party, including reasonable attorneys' fees (at all tribunal levels).

EXCEPT AS SPECIFICALLY MODIFIED HEREIN, ALL OF THE TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

IN THE EVENT OF A CONFLICT BETWEEN THIS AGREEMENT AND THE CONTRACT, THIS AGREEMENT SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

[THIS SPACE INTENTIONALLY LEFT BLANK]

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date: _____

Buyer: _____

Date: _____

Buyer: _____

Entity Buyer:
Town of Angier

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: Elizabeth Yokley-Krige

Name: Elizabeth Yokley-Krige

Title: Town Manager

Date: 9-21-2023

Date: 9-22-23

Seller: [Signature]

Date: 9-22-23

Seller: [Signature] FOR PER

Entity Seller: TOWN OF ANGIER

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____

Title: _____

Date: _____

LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARD ADDENDUM

Property: 32 W. Williams Street, Angier, NC 27501

Seller: Richard D. Sparkman and wife, Diane A. Sparkman

Buyer: Town of Angier, a NC Municipal Corporation

This Addendum is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Seller and Buyer for the Property.

During the Due Diligence Period, Buyer shall have the right to obtain a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards* at Buyer's expense. Buyer may waive the right to obtain a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards at any time without cause.

*Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead in Your Home" for more information.

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based hazards is recommended prior to purchase.

Seller's Disclosure (initial)

RDS
RDS, RDA Jec
MS

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

RDS
RDS, RDA Jec
MS

(b) Records and reports available to the Seller (check one)

☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgement (initial)

____ (c) Buyer acknowledges receipt of Seller's statement set forth in (a) above, and copies of the records/reports listed in (b) above, if any.

____ (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

____ (e) Buyer has (check one below):

☒ Received the opportunity during the Due Diligence Period to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Page 1 of 2



This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2A9-T
Revised 7/2020
© 7/2020

Buyer Initials

EJK

Seller Initials

RDS

RDS, RDA
FOR MS

Agent's Acknowledgment (initial)

(f) Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

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Date: _____

Buyer: _____

Date: _____

Buyer: _____

Entity Buyer:

Town of Angier

(Name of LLC/Corporation/Partnership/Trust/etc)

By: Elizabeth Yokley-Krige

Name: Elizabeth Yokley-Krige
Print Name

Title: Town Manager

Date: 9-21-2023

Selling Agent: not applicable

Date: _____

Date: _____

Seller: [Signature]

Date: 9-22-23

Seller: [Signature] POA FOR

DANIEL SPARKMAN
9-22-23

Entity Seller

(Name of LLC/Corporation/Partnership/Trust/etc)

By: _____

Name: _____
Print Name

Title: _____

Date: _____

Listing Agent: not applicable

Date: _____



Board of Commissioners Agenda Report

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

MEETING DATE: October 3, 2023
PREPARED BY: Faith Gray
ISSUE Contracting with the League of Municipalities
CONSIDERED:
DEPARTMENT: Finance Department

SUMMARY OF ISSUE:

The League of Municipalities offers free legal services, up to \$10,000 worth, through their partner Parker & Poe to help draft and review policies and ordinances needed when spending American Rescue Plan Funds. In order to utilize these services, the Board will need to sign a pre-drafted Resolution and the Memorandum of Agreement (MOA) to proceed with using the services. By using these services, the Town can ensure the necessary policies and ordinances are compliant with the legal guidelines set by the government.

FINANCIAL IMPACT: The Town will be able to expend its American Rescue Plan Funds, which total \$1.7 million dollars.

RECOMMENDATION: Approve and sign the Resolution and Memorandum of Agreement.

REQUESTED MOTION: I move to approve contracting with the League of Municipalities to utilize their legal services for the drafting and review of American Rescue Plan policies and ordinances, which is a free service.

REVIEWED BY TOWN MANAGER: Reviewed and approved by the town manager.

Attachments:

MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT

This Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement (hereinafter the "Agreement") is entered into as of the Effective Date set out below, by and between the Town of Angier (hereinafter the "Municipality") and the NC League of Municipalities (hereinafter the League), each additionally referred to as a "Party"; and collectively as the "Parties." This Agreement and the obligations hereunder shall be effective upon execution of this Agreement by all Parties ("Effective Date").

For good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

Article I. Overview.

1. Enabling Law and Regulation.

The North Carolina State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189, and SL 2022-6) provided to the League grant funds provided to the State of North Carolina by the U.S. Treasury pursuant the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319, American Rescue Plan Act of 2021 (hereinafter ARP/CSLFRF). Pursuant to this legislation, the League received two Award Agreements from the Office of State Budget and Management (hereinafter OSBM) and the North Carolina Pandemic Recovery Office (hereinafter NCPRO).

The funds are deemed part of US Treasury Expenditure Category: 6, Revenue Replacement and shall only be spent on governmental services.

2. Grants Awarded to the NC League of Municipalities.

The first Award Agreement is identified as **OSBM-NCLM-65**. This grant enables the League to provide "financial software and assistance programs for units of local government for expenses related to the COVID-19 pandemic..." This grant is referred to as the **Municipal Accounting Services and Cybersecurity Grant**.

The second Award Agreement is identified as **OSBM-NCLM-66**. This grant enables the League "to provide guidance and technical assistance to units of local government in the administration of funds from the Local Fiscal Recovery Fund, as established in Section 2.6 of S.L. 2021-25, and in the administration of projects funded through the State Fiscal Recovery Fund, as established in Section 2.2 of S.L. 2021-25." This grant is referred to as the **Guidance and Technical Assistance Grant**.

The Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant are collectively referred to herein as the "**League Grants**".

One or both of the League Grants fund this Agreement.

3. Status of the Parties.

The undersigned Municipality is a beneficiary of the League Grants. The service providers retained by the League and funded by the League Grants for the benefit of the Municipality are contractors ("Contractors").

4. Services Offered.

Pursuant to this Agreement, the League hereby offers the following to the Municipality:

- Services rendered by the League ("League Services"). See Exhibit A.
- Services rendered by one or more service providers ("Contractor Services") retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill as set forth in §2 C.F.R. 200.459. See Exhibit B, as applicable (and subsequent Exhibits, as applicable).
- Equipment, including information technology systems, and supplies, including computing devices, as set forth in §2 C.F.R. 200.439 and §2 C.F.R. 200.453. The League shall fund League Services and Contractor Services pursuant to this Agreement.

The League shall fund League Services and Contractor Services pursuant to this Agreement. The Municipality accepts the League Grant(s) pursuant to this Agreement.

5. Additional Services.

Additional Services (hereinafter "Additional Services") may be offered to the Municipality by the League during the League's Grant period pursuant to this Agreement. The Municipality's official, who is designated in the Municipality's adopting Resolution, may execute further agreements, modifications of this Agreement, and agree to Additional Services to be provided to the Municipality. These Additional Services shall be described in additional Exhibits to this Agreement (Exhibit C, D, E, etc.) that, when executed by the Parties, shall become part of this Agreement.

6. Term of Agreement.

This Agreement shall begin on the Effective Date of this agreement and shall end when terminated at the discretion either party. All expenditures by the League under this Agreement must be obligated on or before December 31, 2024, and expended on or before December 31, 2026. Unless otherwise terminated, this Agreement shall expire on December, 31, 2026. Agreements executed by the Municipality and the Contractor, as may be reflected in Exhibit B, (and subsequent Exhibits attached hereto, as applicable) will survive termination of this Agreement, unless terminated early by the Municipality and the Contractor.

7. Termination of Agreement.

The League may terminate this Agreement, in whole or in part, at any time upon written notice to the Municipality and the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the League to be paid. If the Contractor has any property

in its possession belonging to the League, the Contractor will account for the same, and dispose of it in the manner the League directs.

8. Duties of the Municipality.

The Municipality will utilize League Services and Contractor Services in accordance with this Agreement. It agrees to submit quarterly performance reports for the League Services and Contractor Services received pursuant to this Agreement and to cooperate with the League in appropriate review of these League Services and Contractor Services. The nature and scope of the reports will depend on the project. Any deficiencies or other performance concerns will be addressed with the Municipality and the Contractor.

The Municipality shall obtain and provide to the League a unique entity identifier assigned by the System for Award Management (SAM), which is accessible at www.sam.gov.

The Municipality shall provide the League with all relevant information requested by the League to enable the League to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note) or other federal or state requirements or audits, unless such information is otherwise confidential under applicable federal or state laws.

Article II. Scope of Funded Activities.

1. Scope of Services

Services provided pursuant to this Agreement are set forth in the Exhibit A & B attached hereto (and subsequent Exhibits as applicable).

2. Approved Budget.

The League, in consultation with the Municipality and the Contractor, shall establish applicable rates and fees to align with the scope of services described in Exhibit B (and subsequent Exhibits as applicable) or amendments thereto as approved in writing by the League. Such charges and rates under this Agreement, once finalized and accepted by the League, are hereinafter referred to as the "Approved Budget". The League shall furnish the Municipality with a copy of the Approved Budget, which will include a detailed summary of charges and rates that the League will be obligated to expend for the benefit of the Municipality using applicable grant funding.

3. Prior Approval for Changes.

The Municipality shall not make any changes, directly or indirectly, to the Contractor Services, or the Approved Budget, without the prior written approval of the League.

4. Allowable Costs for Services Rendered.

All services provided pursuant to this Agreement must fall with the definitions of allowable cost and not be otherwise prohibited under State or Federal law.

Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance, Subpart E, defines those items of cost that are allowable, and which are unallowable. These allowable cost requirements are:

1. The costs must be reasonable;
2. The costs must be allocable to eligible projects under the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP);
3. The costs must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances;
4. The costs must conform to any limitations or exclusions set forth in these principles or in the ARP/CSLFRF grant award as to types or amounts of cost items.

5. Prohibited Uses of Funding.

The US Treasury's Final Rule prohibits certain uses of ARP/CSLFRF funds. Specifically, ARP/CSLFRF funds may not be used for projects within the following categories of expenditures:

1. To make a deposit into a pension fund that constitutes an extraordinary payment of an accrued, unfunded liability (Routine contributions which are part of a payroll obligation for an eligible project are allowed);
2. To borrow money or make debt service payments;
3. To replenish rainy day funds or to fund other financial reserves;
4. To satisfy an obligation arising from a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding;
5. For a project that includes a term or condition that undermines efforts to stop the spread of COVID-19 or discourages compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19;
6. In violation of the conflict-of-interest requirements imposed by the award terms and 2 CFR 200.318(c).
7. For any expenditure that would violate other applicable federal, state, and local laws and regulations.

Article III. Compensation.

1. Payment of Funds.

The League will pay the Contractor identified in Exhibit B (and other Contractors/Consultants identified in subsequent Exhibits as applicable) for services rendered in accordance with the Approved Budget and for the performance of the Contractor Services. No Contractor Services shall be funded by the League outside the parameters of the League Grants. Fees and costs must be supported by evidence of bona fide services rendered.

The Municipality has no obligation to pay for any services identified in the Approved Budget that are the League's responsibility. Services not expressly agreed to by the League shall be the responsibility of the Municipality.

2. Invoices.

Email invoices to Accountspayablearp@ncilm.org. Expenses must be reasonable and necessary, documented, itemized, and incurred in accordance with this Agreement. All League expenditures under this Agreement must be obligated on or before December 31, 2024 and expended on or before December 31, 2026.

Article IV. Compliance with Grant Agreement and Applicable Laws.

1. Expenditure Authority.

This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARP/CSLFRF grant, including, but not limited to, the following:

- Authorizing Statute. Section 603 of the Social Security Act (42 U.S.C. 803), as added by section 9901(a) of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2).
- Implementing Regulations. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).
- Guidance Documents. Applicable guidance documents issued from time-to-time by the US Department of Treasury, including the currently applicable version of the Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.

This Agreement is also subject to all applicable laws of the State of North Carolina.

2. Conflicts of Interest; Gifts & Favors.

The Municipality understands that (1) it will use Fiscal Recovery Funds to pay for the cost of this Agreement, and (2) the expenditure of Fiscal Recovery Funds is governed by the League's Conflict of Interest Policy and the Federal and State regulatory requirements (including, without limitation, N.C. Gen. Stat. § 14- 234(a)(1) and N.C. Gen. Stat. § 14-234.3(a)).

The Municipality certifies that, as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of the Municipality involved in the selection, award, or administration of this Agreement (each, a "Covered Individual"), nor any member of a Covered Individual's immediate family, nor a Covered Individual's partner, nor an organization which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from Fiscal Recovery Funds, except as to the funds legally expended in this Agreement. Should the Municipality obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

The Municipality certifies to the League that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of the League. Should the Municipality obtain knowledge of the provision, or offer of a provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

3. Records Retention and Access.

The Municipality shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement. The Municipality shall make all records, books, papers and other documents that relate to this Agreement, unless otherwise privileged, available at all reasonable times for inspection, review or audit by the authorized representatives of the League, the North Carolina State Auditor, the US Department of Treasury, the US Government Accountability Office, and any other authorized state or federal oversight office.

4. Suspension and Debarment.

The Municipality shall comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR Part 180, as adopted by the U.S. Department of Treasury at 31 CFR Part 19. The Municipality represents that neither it, nor any of its principals has been debarred, suspended, or otherwise determined ineligible to participate in federal assistance awards or contracts. The Municipality further agrees that it will notify the League immediately if it, or any of its principals, is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

5. Byrd Anti-Lobbying Amendment.

The Municipality certifies to the League that it has not used and will not use Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. The Municipality shall disclose any lobbying with non-Federally appropriated funds that takes place in connection with obtaining any Federal award. This certification is a material representation of fact upon which the League has relied when entering this Agreement and all liability arising from an erroneous representation shall be borne solely by the Municipality.

6. Publications.

Any publications produced with funds from this Agreement shall display the following language: "This project is supported, in whole or in part, by federal award number SLFRP0129 awarded to NC League of Municipalities through the State of North Carolina by the U.S. Department of the Treasury."

7. Equal Opportunity and Other Relevant Federal Laws

The Municipality agrees during the performance of this Agreement the following:

Civil Rights Laws.

The Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

Fair Housing Laws.

The Municipality shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

Disability Protections.

The Municipality shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

Age Discrimination.

The Municipality shall comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Americans with Disabilities Act.

The Municipality shall comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Clean Air Act.

The Municipality agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Municipality agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

Federal Water Pollution Control Act.

The Municipality agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Municipality agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

Hatch Act.

The Municipality agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

Protections for Whistleblowers.

In accordance with 41 U.S.C. § 4712, the Municipality may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

Uniform Relocation Assistance and Real Property Acquisitions Act of 1970.

(42 U.S.C. §§ 4601-4655) The Municipality will implement standards for predictable real property acquisition and relocation expenses for homeowners and tenants of land acquired through eminent domain.

Governmentwide Requirements for Drug-Free Workplace.

31 C.F.R. Part 20. The Municipality will implement required statements, policies and procedures.

Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 Fed. Reg. 19216 (Apr. 18, 1997), The Municipality encourages its employees to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), The Municipality encourages its employees to adopt and enforce policies that ban text messaging while driving.

Article V. Limitations of Liability

1. Limitations of Liability.

In no event shall the League have any liability to the Municipality or any third party for damages resulting from Municipality's use of services provided through this Agreement or any separate agreement between the Municipality and the Contractor identified in Exhibit B (and other Contractors identified in subsequent Exhibits as applicable)

In no event shall the League be liable for any loss of profit or revenue, including but not limited to loss revenue caused by a cyber security breach, by the Municipality or any consequential, indirect, incidental, special, punitive, or exemplary damages incurred or suffered by the Municipality, even if the League has been advised of the possibility of such

loss or damage. Further, except for claims based on U.S. Patent or U.S. Copyright infringement or for personal injury or physical loss or damage to real or tangible personal property caused by the negligence of the League, Municipality agrees that the League's total liability for all claims of any kinds arising as a result of, or related to, this Agreement, whether based on contract, tort, (including but not limited to strict liability and negligence) warranty, or on other legal or equitable grounds, shall be limited to general money damages and shall not exceed the amounts actually received by Municipality under this Agreement.

THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES, EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE GOODS AND SERVICES COVERED BY OR FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PRACTICAL PURPOSE, OR (III) ARISING FROM COURSE OF PERFORMANCE OR DEALING, OR FROM USAGE OF TRADE.

Article VI. General Conditions.

2. Venue and Jurisdiction.

This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Court of Justice in Wake County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

3. Nonwaiver.

No action or failure to act by the League constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

4. Limitation of Authority.

Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the Municipality from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

5. Assignment.

The Municipality may not assign or delegate any of their rights or duties that arise out of this Agreement without the League's written consent.

6. Integration.

This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

7. North Carolina Public Records Law

Notwithstanding any other provisions of this Agreement, this Agreement and all materials submitted to the Municipality by the League are subject to the public records laws of the State of North Carolina and it is the responsibility of the League to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the Municipality. League understands and agrees that the Municipality may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Agreement. To the extent that any other provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

8. E-Verify

League shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of League's knowledge, any subcontractor employed by League as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

9. Iran Divestment Act

League certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, League shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

10. Companies Boycotting Israel Divestment Act

League certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

[Remainder of page left blank intentionally. Signatures are on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by digital signature on the respective dates below, and this Agreement shall be effective upon the date of the Municipality's signature.

NC LEAGUE OF MUNICIPALITIES:

**MUNICIPALITY:
TOWN OF ANGIER**

a North Carolina municipal corporation

By:

By:

Signature

Signature

Rose Vaughn Williams

Name

Executive Director

Title

Date of Signature

Date of Signature

ATTEST:

City/Town/Village Clerk (or designee)

Exhibit A

League Services

In addition to the Contractor Services set out in Exhibit B, the League may provide some or all of the services described below.

1. Cyber Security Assessment

The League's Cyber Security Advisor, or Cyber Field Technician ("Security Team"), will conduct a comprehensive assessment of the Municipality's overall cyber security posture ("Security Assessment") against the current standardized framework established by the Center for Internet Security ("CIS"). The Security Team will review approximately 155 security controls in coordination with the Municipality's management, and will provide IT support to establish a baseline security posture matrix. The Security Team will review the results and make appropriate hardware, software, policy, and procedure recommendations in accordance with industry best practices and the baseline standards set by the CIS assessment framework.

2. IT Evaluation

Prior to the installation of accounting software, including Black Mountain software, the League's IT technicians ("Technical Team") will review and evaluate the IT System's environment ("IT Evaluation") of the Municipality to verify the system is adequate to operate the software. The Technical Team will review the computer system for minimum security controls such as password protection, firewall installation and operation, and up to date antivirus programs. The Technical Team will act as a liaison to assist with communications between the software Contractor, which may include Black Mountain Software, and the Municipality. The Technical Team will make appropriate hardware and software recommendations if any deficiencies are found during the IT Evaluation.

3. Hardware and Software Acquisition

In the event that hardware or software deficiencies are found during the IT Evaluation, the League, utilizing funds from the **Municipal Accounting Services and Cybersecurity Grant**, will acquire and transfer title to the Municipality sufficient hardware and software to meet the "Minimum Requirements" as determined by the accounting software Contractor, which may include Black Mountain Software. As determined by the League's IT Director, Cyber Security Advisor, or Cyber Field Technician, computer hardware may be provided under this Agreement, which may include the following: 2 Computers, 1 Laser Printer, 1 Scanner, 2 Monitors, 2 Keyboards, 2 mouse devices, 2 UPS devices. Computer software to be provided under this Agreement may include a Microsoft Office license (if organization has no license).

In the event specific security hardware or software gaps are found during the Security Assessment, the League, utilizing funds from the Cybersecurity Grant, will acquire and transfer title to the Municipality sufficient hardware and software to meet the "Baseline Requirements" as determined by the Security Assessment. As determined by the League's Cyber Advisor, security hardware may be provided under this Agreement, which may include the following: ("NGFW") Next Generation Firewall, Layer 3 Network Switch. Security software may be provided under this agreement, which may include the following: Endpoint Detection & Response ("EDR"), Endpoint

Protection Platform ("EPP"), Extended Detection and Response ("XDR"), or Multi-Factor Authentication ("MFA").

All hardware and software shall be used only for governmental purposes and primarily used for MAS purposes. The Municipality is responsible for the security, operation, support and maintenance of the provided assets.

4. Hardware and Software Installation

Hardware and software provided by the League will be installed by the Municipality's IT professionals. If the Municipality has no IT service provider, the League, utilizing funds from the **Municipal Accounting Services and Cybersecurity Grant**, will contract for a third-party IT professional installer to set up and load the hardware and software provided pursuant to this Agreement.

5. Finance Evaluation and Assistance During Implementation

Prior to the installation of the accounting software, which may include Black Mountain software, the League's Finance Team ("Finance Team"), in consultation with the Municipality and the software Contractor, which may include Black Mountain Software, will determine the appropriate accounting software to be installed. League MAS representatives will further work with accounting software Contractor during the pre-implementation period to prepare the Municipality for conversion actions and assist the Municipality in adopting best practice options for the new system.

6. Ongoing Cyber Security Consulting

Following the initial Security Assessment described in Section 1, the Security Team will consult with the Municipality on an ongoing basis to assist with meeting the recommendations set forth in the assessment and municipal-related cyber security concerns that would typically be addressed by a Chief Information Security Officer ("CISO").

7. Accounting Assistance Efforts

During the term of this Agreement (as described in Article I, Paragraph 6 above), League Accounting Assistance personnel will provide the Municipality with ongoing assistance with accounting issues, review and assist with best practice accounting and finance processes, and generally assist the Municipality to be current with its bookkeeping and accounting. An emphasis will be placed on ensuring participating Municipalities are prepared for their annual audit. The implementation of best practices and timely preparation should improve the audit experience for both the Municipality and the firm performing the audit.

8. Communication Services

The League's ARP Communications Specialist will provide the Municipality with communications services to help document and describe how the Municipality utilized ARP/CSLFRF grant funding and the impact of those efforts on the community. Communication activities include, but are not limited to, conducting interviews of municipal staff and officials, researching plans and investment strategies, verifying details of grant investments to deliver community outreach strategies and a press conference.

6. Duties of the Municipality

The Municipality further agrees to: (1) give the League access to data managed by the Municipality in order to facilitate implementation of the Municipal Accounting Services and Cybersecurity Grant; (2) provide on-line "read only" access into the Municipal Accounting System by the League's Accounting Assistance personnel; (3) permit the League to contact applicable Contractor, including but not limited to Black Mountain Software, on behalf of the Municipality as needed to facilitate implementation of the League's Grants; (4) make reasonable efforts to maintain industry standards for cybersecurity, which may include allowing the League to perform security audits in the League's sole discretion; (5) if applicable, use the Standardized Chart of Accounts as provided in the accounting software installation; and (6) respond to all requests from the League or Contractor, as applicable, to verify accuracy of monthly invoices submitted to the League by Contractor for grant-funded services provided by Contractor on behalf of the Municipality.

7. Duties of the League Related to Data Security

The League agrees to: (1) access only the Municipality's data that is necessary to implement the software; (2) restrict access to the Municipality's data to designated League employees and agents; and (3) take reasonable measures to safeguard the Municipality's data.

Exhibit B
Contractor Services

American Rescue Plan Legal Representation

Consult with a North Carolina attorney(s) concerning requirements of the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP) and Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (commonly called Uniform Guidance).

The scope of this representation can include review, consultation and drafting regarding policy review, budget ordinance, internal controls, contracts, and ARP project selection and implementation.

Total cost of this grant provided service is not to exceed \$10,000. It is provided at no cost to the Municipality. Additional costs would be borne by the municipality.

**RESOLUTION TO APPROVE A MUNICIPAL ACCOUNTING SERVICES,
CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF
AGREEMENT**

WITNESSETH:

WHEREAS, the North Carolina State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189, and SL 2022-6) provided to the NC League of Municipalities (League) grant funds provided to the State of North Carolina by the U.S. Treasury pursuant the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319, American Rescue Plan Act of 2021 (ARP); and

WHEREAS, the League received two Award Agreements (OSBM-NCLM-65) from the Office of State Budget and Management (OSBM) and the North Carolina Pandemic Recovery Office (NCPRO); and

WHEREAS, the first Award Agreement is identified as OSBM-NCLM-65. This grant enables the League to provide "financial software and assistance programs for units of local government for expenses related to the COVID-19 pandemic..." This grant is referred to as the Municipal Accounting Services and Cybersecurity Grant; and

WHEREAS, the second Award Agreement is identified as OSBM-NCLM-66. This grant enables the League "to provide guidance and technical assistance to units of local government in the administration of funds from the Local Fiscal Recovery Fund, as established in Section 2.6 of S.L. 2021-25, and in the administration of projects funded through the State Fiscal Recovery Fund, as established in Section 2.2 of S.L. 2021-25." This grant is referred to as the Guidance and Technical Assistance Grant; and

WHEREAS, the Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant are collectively referred to herein as the "League Grants".

WHEREAS, the League Grants are deemed part of US Treasury Expenditure Category: 6, Revenue Replacement and shall only be spent on governmental services; and

WHEREAS, pursuant to US Treasury Guidance, units of local government that receive services that are funded by one or both of the League Grants are beneficiaries of one or both of the League Grants, respectively, and such services are provided at no cost to these local governments; and

WHEREAS, the League has established a Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement pursuant to the terms of the League's Municipal Accounting Systems and Cybersecurity Grant and the Guidance and Technical Assistance Grant; and

WHEREAS, this Municipal Accounting System, Cybersecurity and Technical Assistance Memorandum of Agreement will offer local municipalities:

(1) Services rendered by the League (League Services) including but not limited to capital expenditures for special purpose software and computer equipment as set forth in §2 C.F.R. 200.439; and

(2) Services rendered by one or more service providers (Contractor Services), retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill as set forth in §2 C.F.R. 200.459; and

(3) Equipment, including information technology systems, and supplies, including computing devices, as set forth in §2 C.F.R. 200.439 and §2 C.F.R. 200.453; and

WHEREAS, the Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement, is attached hereto as Exhibit A; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY/TOWN COUNCIL/BOARD OF THE TOWN OF ANGIER:

1. That, the Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement is hereby approved.
2. That the Manager/Clerk is authorized to execute the attached Memorandum of Agreement (or one substantially equivalent thereto) and such other agreements as necessary in accordance with the League's Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant.

Adopted, this the _____ day of _____, 2023

TOWN/CITY OF ANGIER

By: _____
(Name)
Mayor

ATTEST:

(Name)
Town Clerk

Exhibit A

**MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND
TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT (MOA).**



Board of Commissioners Agenda Report

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

MEETING DATE: October 3, 2023
PREPARED BY: Veronica Hardaway
ISSUE Amendment to November Board of Commissioners Meeting Date
CONSIDERED:
DEPARTMENT: Administration

SUMMARY OF ISSUE:

Due to Election Day, staff is proposing to change November's Board of Commissioners Meeting Date from Tuesday, November 7th to Wednesday, November 8th.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of meeting date change.

REQUESTED MOTION:

I move to approve November's Board of Commissioner Meeting Date be moved from Tuesday, November 7th to Wednesday, November 8th.

REVIEWED BY TOWN MANAGER:

Attachments:

MANAGER'S REPORT &
STAFF REPORTS

90 Day Progress Report

<p>Project status</p>	<p>Police Training Facility—construction drawings received and annexation in process.</p> <p>New Police Station—RFQ selection process completed. Architect and Builder team selected. Multi-year capital project fund established.</p> <p>Waste Water Capacity Purchase—The interlocal agreement was approved by the Board.</p> <p>Property Acquisition in downtown.</p>
<p>Organizational</p>	<p>Recruitment—Hired a Community Development Coordinator and Permitting Specialist, 3 full-time officers and a BLET candidate.</p> <p>Strategic Planning Process—Organizational self-assessment, and departmental meetings.</p>
<p>Community Involvement</p>	<p>Rotary Meeting Kiwanis Meeting 9/11 Walk National Night Out Visiting local businesses Building relationships with municipal and county employees and other officials.</p>



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: October 3, 2023

1. **North Carolina General Assembly Budget Appropriations**-Thanks to the work of our legislators, Representative Howard Penny and Senator Jim Burgin, the town will receive \$9 million toward improving our water and sewer system. Based on the latest cost projections, the town will not need to seek funding from USDA to pay for the WWTP plant capacity purchase.

2. **Police Station Project**-As you heard at our last workshop, the town is in excellent financial shape. Davenport is guiding us through the USDA loan application.

A kick-off meeting is scheduled with our design build team, Bobbitt and Davis Kane. A contract will be presented to the Board in the coming weeks. This contract will identify the Guaranteed Maximum Price (GMP), insuring the town does not receive unexpected cost increases as the project goes on.

3. **Facilities**-Because the town purchased 32 W. Williams Street, the Planning Department can move to that location at the end of October.
4. **Parking Lot off Lillington Street**-This project is nearing completion and has added curb appeal to this area.
5. **Board Requests**-At the last workshop, the manager was directed to gather some information about obtaining a bond rating. After careful consideration with the team at Davenport, they do not recommend pursuing a rating at this time due to the expense. They also noted that having a rating would not make the application to USDA any more favorable.

HUMAN RESOURCES



HR MONTHLY REPORT

FOR THE MONTH OF:

September 2023

- Lunch meeting with Gallagher 9/5
- SweatNet Wellness lunch & learn for employees with a very successful turnout 9/7
- Processed Applications as Submitted and provided to respective Departments for Review & Consideration
- Scheduled Flu Clinic for employees for 10/10
- Submitted all adjusted salary forms to payroll
- Sent out Annual Evaluation Reminders to Departments
- Assisted PD with SRO MOU with Carolina Charter Academy; meeting with Principal 9/27
- Advertised for New positions approved in budget and vacant positions
 - Police Officer Positions
- Hired 4 Full-Time Police Officers; start dates 9/18/; 9/20; 9/27; and 10/4
- Hired BLET Cadet started 9/18
- Assisted updating Angier social media sites & website

ENGINEERING

Memo

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

Please consider my staff report for the scheduled October, 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. Staff is still awaiting final audit and authorization to submit final reimbursement request from NCDOT.

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. Summit is proceeding towards 70% drawings with the focus on utility relocation, drainage and easement requirements. NCDOT instructed that staff request funding authorization for the ROW acquisition task of this project through the EBS portal prior to advertising an RFQ. Based on an updated project schedule provided by our consultant, the current anticipated LET date for construction is September 2024. In a progress meeting with NCDOT on Monday, September 18, 2023, NCDOT wanted to hold off on changing the LET date to September 2024 until we are further along with the ROW acquisition task.

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 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 August 2023 our Average Daily Flow (ADF) to the North Harnett Regional Wastewater Treatment Plant is 0.697 MGD or roughly 69% of our 1.008 MGD treatment allocation. We are currently tracking 0.945 MGD in obligated but not yet tributary flows (21 different active developments). Therefore, our ADF + NYT flow is over our permitted capacity by 0.634 MGD. In addition, we are tracking 4 additional developments that are in the design phase that currently total 0.234 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 to the facility of 9.0MGD. 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#1 and PS #6 being operational by late October 2023. Coordination with the contractor continues as we push to speed up the delivery date. We are currently scheduled to have the start-up of PS#6 on October 12, 2023.

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 recently updated project schedule:

Junny Rd. 0.50 MG Elevated Tank and Tippet Rd. Booster Pump Station

Bid and Design Package Submittal:	November 1, 2023
Bid and Design Package Approval:	March 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. When the design package is submitted for State permitting, the engineer's opinion of cost will be updated. Currently the project budget remains:

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 survey team has mobilized and is approximately 40% complete as of the date of this memo. 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. **A title search has indicated that CSX abandoned the railroad right-of-way and the tract reverted to adjacent property owners. Our consultant has prepared a schematic outlining the additional right-of-way needed for the MM#3 project and staff will be meeting with the property owner to discuss acquisition of the needed right-of-way.**

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.

The DWI has approved version 6.0 of the First Amendment to Utility Agreement (interlocal agreement). The amendment will be presented to the Board of Commissioners for review and adoption.

An RFQ was advertised for the preparation of a USDA compliant Preliminary Engineering Report (PER). The PER is a requirement should the Town decide to apply for a USDA loan as a funding source for the estimated \$1,623,600 of project cost that does not have an identified funding source.

TIP# BL-0090 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 Melver will be included within the CAMPO LAPP project as was the original intent. **NCDOT Agreement 2000070538 has been fully executed and the project is eligible to request funding authorization for the PE Phase. This request will be made through the EBS portal. An engineering design and permitting RFQ will be prepared and uploaded to EBS for NCDOT review and approval.**

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,



Bill Dreitzler, P.E., Town Engineer

12-month Flow Totals

Sep-22	14.987
Oct-22	14.991
Nov-22	16.441
Dec-23	24.260
Jan-23	24.345
Feb-23	27.902
Mar-23	26.633
Apr-23	22.591
May-23	22.300
Jun-23	18.709
Jul-23	22.886
Aug-23	18.419
ADF	254.464
	0.697

Not Yet Tributary Flow

Kathryn's Retreat 26 lots x 360	0.010
Whetstone Phase 2 0 lot X 225	0.0000
Andrews Landing TH 2 units x 360	0.001
Honeycutt Oaks 254 lots x 360	0.091
Lynn Ridge 42 lots x 360	0.015
Coble Farms West 97 lots x 360	0.035
Neill's Pointe 150 lots x 360	0.054
Highland Ridge 256 lots x 480	0.123
Spring Village 235 lots x 360	0.085
15 lots x 480	0.007
Cotswold PUD 99 units x 360	0.036
Kennebec Crossing 83 lots x 360	0.03
Tanglewood 19 lots x 360	0.007
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 360	0.081
Station Pointe Phase 1 60 lots x 360	0.022
Subtotal	0.945

CD Review Phase

Wimberly Place (72)	0.026
Wimberly (340)	0.122
Easley's Pond PH2 (78)	0.037
Gardner Farms (136)	0.049
South Cross (180x240)	0.043
Prelim Design	
Lipscomb Road (104x360)	0.037
Prelim Design	
Matthews Mill Pond Road	
(70x360) Prelim Design	0.025
(120x240) Prelim Design	0.029
Subtotal (all)	0.368
Subtotal (CD Review)	0.234

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

ADF + NYT	1.642	%	1.629
Add in Land Application		%	1.361
ADF + NYT + CD Review	1.876	%	1.861
Add in Land Application		%	1.554
ADF + NYT + CD Review + Prelim	2.010	%	1.994
Add in Land Application		%	1.665

LAST UPDATE: 9-25-2023

COMMUNITY DEVELOPMENT



Board of Commissioners Agenda Report

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

MEETING DATE: October 3, 2023
PREPARED BY: Crissy Porter
ISSUE Community Development Coordinator Update
CONSIDERED:
DEPARTMENT: Administration

SUMMARY: Community Development Progress Report

- Met all department heads and learned about the scope of their departments.
- Attended Crepe Myrtle Celebration and helped with set-up/clean up. Met and worked with Shelby Blackmon and members of the board. Met many people from the community and learned about their businesses and organizations.
- Met with Parks and Rec Director Derek McClean and Austin Yarbrough regarding Trunk or Treat in the Park. Set up email list serve with contacts shared with me from the chamber. Created and emailed a google form sign-up for Trunk sponsorships. Secured food vendors and bounce houses. Have 15 trunk sponsors so far. **Request that the town closes Willow Street to Wimberly Road and Williams Street to N. Broad on the afternoon of October 28th for parking and hayrides.**
- Met General Assembly members Jim Burgin and Howard Penny.
- Resumed meetings of the Community Development Advisory Board. Discussed needs of upcoming Trunk or Treat and began visioning for events for 2024.
- Met with director of Johnston County Economic Development Commission to gain advice and guidance on developing an effective approach and strategy to attracting and retaining business and industry.
- Initiated economic development projects with property owners and potential interested parties to bring new business to town.
- Set up social media accounts and began promoting events and navigating page management.
- Met with sponsor for Gospel in the Park.

- Participated in 1:1 meetings with Town Manager, Town Clerk, Finance Director, as well as other staff members, to become acquainted with policies and procedures of town.
- Began the process of investigating and writing applications and working with members of the NC Department of Commerce for Community Development Block Grants.
- Showed Depot to prospective interested parties.
- Set up and attended a dinner introducing property owner to prospective business.
- Attended a local farm festival for networking purposes.
- Working with a downtown business on the usage of the Business Improvement Grant to improve curb appeal of the business.
- Stopped into downtown businesses to introduce myself and learn of ways I can assist and support them.
- Had multiple information gathering meetings regarding the challenges and barriers to growth that the current arrangement of dumpster availability, parking, and access of delivery trucks is presenting in the area behind the buildings on N. Broad Street.

RECOMMENDATION: To close Williams Street to Broad and Willow Street to Wimberly Rd for Trunk or Treat. The remainder of the report is for information only.

REQUESTED MOTION: To receive the information provided by the Community Development Coordinator and close the streets as recommended.

PARKS & RECREATION

MONTHLY REPORT
ANGIER PARKS & RECREATION
September 27, 2023

- Fall sports season games have begun and will continue through early November. 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 baseball, softball and coach pitch games began week of September 18 with T-Ball, soccer and football games began week of September 25. We have well over 800 participants for the fall sports season, another record for fall sports for Angier Parks and Rec. Fall sports season will end around early to mid-November.
- We have set up all of our field areas at Jack Marley Park for our fall sports events. Our goal is to provide all of our fall sports participants with the best experience possible. Games will continue through early November. Parking should be more accessible this fall for games than it was during the spring season.
- Brayden Myers completed the construction of the (2) dog park ramps for both of our dog park areas on Saturday September 16. Brayden completed this project as his Eagle Scout Project for the Boy Scouts. The (2) dog park ramps look great as Brayden and the other Boy Scouts did an outstanding job with this project. Please check out attached photos of our (2) new dog park ramps.
- Fire ants were treated on August 25 and have been re-treated on two other occasions since August 25 and that should rid Jack Marley Park of most fire ant issues until late summer of 2024.
- We will be getting concrete that was damaged at Skate Park repaired along with sidewalk by restrooms at Children's Park repaired as well. That should get completed in early October.
- The construction for the new entrance playground & exercise equipment being performed by Carolina Recreation & Design LLC should begin sometime in late October or early November. Construction should take approximately (3) weeks to complete depending on weather. This is same company that installed the new playground by skatepark and beach volleyball earlier in 2023.
- Myself, along with Veronica and Elizabeth are in the process of working on a Parks and Rec. Advisory Board application and By-Laws for the Parks and Rec. Advisory Board. Our goal is to have these tasks completed and have all candidates appointed by the Town of Angier Board of Commissioners at the December 5 Board Meeting. We want to schedule first Parks and Rec. Advisory Board Meeting in early 2024.
- Our annual Trunk or Treat event is scheduled for Jack Marley Park on Saturday October 28 from 4:00pm-8:00pm. This event was very successful last year and our goal is for it to be even better in 2023.





PUBLIC WORKS



Town of Angier

www.angier.org

Robert K. Smith
Mayor

Elizabeth Krige
Town Manager

Veronica Hardaway
Town Clerk

October 3, 2023

Public Works staff report for the Month October

- Parking lot Project: Contractor has poured Curb along East Lillington Street/Grading Paving this week.
- Staff took 33 loads of limbs/Leaves to the landfill the month of August (44.72 tons)
- Staff took 7 loads of Household to the landfill the month of August (7.90 tons)
- Staff set 77 new water meters
- Staff completed 29 Site CO's
- Staff completed 230 workorders to mark Town Utilities (water and sewer lines).
- Staff serviced and vacuumed out 10 pump stations
- Staff Repaired Water leak at 35 East McIver
- Staff cutting sewer outfall lines
- Staff repaired water leak at 345 East Lillington Street
- Staff added top soil seed and straw along the 3 squares between Town Hall and Fire Department
- Staff repaired water leak at Red Cardinal way in Neills Point
- Staff replace broken cleanout caps at 72 Camille Brooks, 171 North Dunn Street and 15 Beacon Ridge
- Staff cut grass along the Shoulders of the road
- Staff cut off 100 Residents for non-payment of water bills.
- Staff reading water meters 3900
- Staff inspecting new utilities at Coble Farms, Neill Point and Spring Village, Honeycutt oaks, Tanglewood
- Watering planters every 2 weeks



Town of Angier

www.angier.org

Robert K. Smith
Mayor

Elizabeth Krige
Town Manager

Veronica Hardaway
Town Clerk

October 3, 2023

Updated Speed limit Sign install

1. S. Pleasant Street (2 signs)
Replaced existing sign and called in locate for a new sign.
2. S. Wilma Street (1) sign facing north)
Going to wait until the subdivision is finished. (Tanglewood 3)
3. Need signs on S. Dunn to N. Dunn all the way to Wimberly Street
Replaced existing signs with new signs and poles and install new signs.
4. N. Willow Street (1 sign facing north)
Installed one new sign facing north and replaced existing signs.
5. W. Lillington Street (reduce speed to 25) sign is located at McDonald's
Replace 35mph with 25mph sign.
6. W. Lillington Street (west of S. Park Street)
Installed new sign.
7. S. Cross Street (2 signed on S. Cross south of W. Church Street)
Installed two signs facing both ways.
8. Broad Street, East needs to be 25mph from S. Raleigh to N. Raleigh.
Waiting on signs to come in. (Larger signs)

We are working with PD to see which Streets are the next Priority

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 09/27/2023
To Town Manager: Elizabeth Krige
From Garland L. Thompson, Jr

Subject Matter: September, 2023 Police Activities & Statistical Data

ABC Monthly Report is included in Board Packets

****Police activities for the month of September, consisted of 3,134 calls for Service/Officer initiated activities (call logs). Officers investigated 32 offenses. During these investigations; 8 individuals were arrested on a total of 21 charges, 1 arrests were made due to outstanding warrants (warrant service), 2,631 Subdivision / Security checks were logged for the month of September 17 traffic accident reports were created this month, 3 cited for ordinance violations, 73 traffic citations were issued totaling 97 charges and 91 verbal or written warnings.**

- **We had another successful year for the Angier's Crepe Myrtle Festival. The festival had no reported issues.**
- **We have three new Officers hired and are in the FTO phrase. Officers Lankford, Rodriguez, and Winters.**
- **Axon Body Cameras have been updated to the newest version and are in operation.**

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:

Sept. 2023

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

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

Controlled Substance Violations	At Permitted Establishment	Away From Permitted Establishment
Felony Drug Related Charges		0
Misdemeanor Drug Related Charges		1
	Total:	1

Other Offenses	At Permitted Establishment	Away From Permitted Establishment
Driving While Impaired		0
All Other Criminal Charges		14
	Total:	14

TOTAL CRIMINAL CHARGES:	15
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Agencies Assisted	
Assistance Provided to Other Agencies	1

Remarks

Reporting Officer / Title:

G.Thompson / Chief

Report Date:

Sept. 2023

Call Log Call Type Summary

Angier Police Department

08/30/2023 - 09/27/2023

<No Call Type Specified>	9	911 Hang Up - 911 Hang Up	8
Alarm Activation - Alarm Activation	15	Animal Complaint - Animal Complaint	6
Assault - Assault	5	Assist EMS - Assist EMS	3
Assist Fire - Assist Fire Department	3	Assist Motorist - Assist Motorist	9
Assist Other Agency - Assist Other Agency - Law Enforcement	9	Breaking and Entering - Breaking and Entering	1
Business Walk Thru - Business Walk Thru	136	Careless and Reckless Vehicle - Careless and Reckless Vehilce	2
Crash - Traffic Accident	17	Direct Traffic - Direct Traffic	13
Disturbance - Disturbance	7	Domestic Dispute - Domestic Dispute	3
Drug Activity - Drug Activity	1	Escort - Escort	2
Follow Up - Follow Up	2	Foot Patrol - Foot Patrol	8
Fraud - Fraud	4	Juvenile Complaint - Juvenile Complaint	2
Larceny - Larceny	13	Mental Subject - Mental Subject	2
Noise Complaint - Noise Complaint	3	OD - Drug/Alcohol Overdose	3
Order Violation - Order Violation	2	Other Call - Other Call Not Listed	3
Parking Violation - Parking Violation	1	Property Damage - Property Damage	4
Runaway Juvenile - Runaway Juvenile	1	Security Check - Security Check	1,391
Stand-By - Stand-By	1	Subdivision Check - Subdivision Check	1,240
Suspicious Activity - Suspicious Activity	12	Suspicious Person - Suspicious Person	1
Suspicious Vehicle - Suspicious Vehicle	4	Traffic Stop - Traffic Stop	164
Trespassing - Trespassing	4	TWO - Talk With Officer	13
Warrant Service - Warrant Service	5	Welfare Check - Welfare Check	2

Total Number Of Calls: 3,134

FINANCE

Town of Angier

October 2023 Financial Report

Statement of Revenues & Expenditures August 31, 2023)				
General Fund				
	Budget	YTD	Variance	Percentage
Revenues:				
Ad Valorem Taxes	3,347,782	28,214.73	(3,319,567.27)	0.84%
Motor Vehicle Tax	287,247	49,993.59	(237,253.41)	17.40%
Local Option Sales Tax	1,733,227	287,720.75	(1,445,506.25)	16.60%
Other Taxes	509,305	7,281.73	(502,023.27)	1.43%
Restricted Intergovernmental	173,226	-	(173,226.00)	0.00%
Permits and Fees	774,500	255,935.39	(518,564.61)	33.05%
Recreation Department Fees	96,270	48,343.00	(47,927.00)	50.22%
Investment Earnings	75,000	12,518.63	(62,481.37)	16.69%
Other General Revenues	77,150	9,037.52	(68,112.48)	11.71%
Fund Balance Appropriated	249,193	-	(249,193.00)	0.00%
Total Revenues	7,322,900	699,045.34	(6,623,854.66)	9.55%
Expenditures:	Budget	YTD	Variance	Percentage
Governing Body	255,090	1,853.49	253,236.51	0.73%
Administration	928,486	118,146.03	810,339.97	12.72%
Finance	367,628	55,730.47	311,897.53	15.16%
Police Department	2,321,621	251,722.84	2,069,898.16	10.84%
Planning & Inspections Department	1,258,963	94,138.09	1,164,824.91	7.48%
Streets & Sanitation Department	1,336,476	159,591.08	1,176,884.92	11.94%
Parks & Recreation Department	525,092	48,264.05	476,827.95	9.19%
Library Department	91,417	813.71	90,603.29	0.89%
Depot	31,500	13,487.35	18,012.65	42.82%
Debt Service Obligations:				
Interest	4,977.00	1,065.15	3,911.85	21.40%
Principle	33,916.00	11,236.92	22,679.08	33.13%
Inter-Fund Transfers	167,734.00	-	167,734.00	0.00%
Total Expenditures	7,322,900	756,049.18	6,566,850.82	10.32%
Revenues over Expenditures (Spread) ----->		(57,003.84)		

Statement of Revenues & Expenditures August 31, 2023)

Angier Elementary Drainage Fund				
	Budget	YTD	Variance	Percentage
Revenues:				
Harnett County Board of Education	-	-	-	0.00%
INTEREST ON INVESTMENTS	-	66.36	66.36	0.00%
Total Revenues	-	66.36	66.36	#DIV/0!
Expenditures:				
Construction	-	-	-	0.00%
Total Expenditures	-	-	-	0.00%
Revenues over Expenditures (Spread) ----->		66.36		

Statement of Revenues & Expenditures August 31, 2023)

General Capital Reserve Fund				
	Budget	YTD	Variance	Percentage
Revenues:				
Interest Earned	-	5,708.75	5,708.75	0.00%
Transfer from G/F - Junny/Willow	-	-	-	0.00%
P&R Development Fees	-	-	-	0.00%
Municipal Building	98,250	-	(98,250.00)	0.00%
Fund Balance Appropriated	-	-	-	0.00%
Total Revenues	98,250	5,708.75	(92,541.25)	5.81%
Expenditures:				
Transfer to Junny/Willow Project	98,250	-	98,250.00	0.00%
Transfer to P&R Project	-	-	-	0.00%
Transfer to Municipal Building Project	-	-	-	0.00%
Total Expenditures	98,250	-	98,250.00	0.00%
Revenues over Expenditures (Spread) ----->		5,708.75		

Statement of Revenues & Expenditures August 31, 2023)

Municipal Building Project Fund				
	Budget	YTD	Variance	Percentage
Revenues:				
Interest Earned	-	-	-	0.00%
BANK OF AMERICA P-CARD REBATE	-	-	-	0.00%
Transfer from General Fund	-	-	-	0.00%
Transfer from General Fund CRF	-	-	-	0.00%
Total Revenues	-	-	-	0.00%
Expenditures:	Budget	YTD	Variance	Percentage
Preconstruction Department	-	-	-	0%
Architectural Department	-	-	-	0.00%
Total Expenditures	-	-	-	0.00%
Revenues over Expenditures (Spread) ----->		-		

Statement of Revenues & Expenditures August 31, 2023)

Parks & Recreation Field Rental/Donations Fund				
	Budget	YTD	Variance	Percentage
Revenues:				
Interest Earned	-	-	-	0.00%
BANK OF AMERICA P-CARD REBATE	-	-	-	0.00%
Booster Club Proceeds	5,000	-	(5,000.00)	0.00%
Booster Club Proceeds	-	-	-	0.00%
Total Revenues	5,000	-	(5,000.00)	0.00%
Expenditures:	Budget	YTD	Variance	Percentage
Facility Repair & Maintenance	5,000	-	5,000.00	0.00%
Uniforms	-	-	-	0.00%
Printing & Publishing	-	-	-	0.00%
Professional Services	-	-	-	0.00%
Contract Services	-	-	-	0.00%
Capital Outlay	-	-	-	0.00%
Total Expenditures	5,000	-	5,000.00	0.00%
Revenues over Expenditures (Spread) ----->		-		

Statement of Revenues & Expenditures August 31, 2023)

Powell Bill Fund				
	Budget	YTD	Variance	Percentage
Revenues:				
Vehicle Licenses	19,500	4,000.00	(15,500.00)	20.51%
Interest on Investments	3,500	138.08	(3,361.92)	3.95%
State Street - Aid	171,539	272.40	(171,266.60)	0.16%
Fund Balance Appropriated	-	-	-	0.00%
Total Revenues	194,539	4,410.48	(190,128.52)	2.27%
Expenditures:	Budget	YTD	Variance	Percentage
Equipment Maintenance	10,000	-	10,000.00	0.00%
Fuel	10,000	419.92	9,580.08	4.20%
Materials	5,000	-	5,000.00	0.00%
Contracted Service	119,539	29,360.00	90,179.00	24.56%
Paving (Stemming from Vehicle Licenses	-	-	-	0.00%
Capital Outlay	50,000	-	50,000.00	0.00%
Total Expenditures	194,539	29,779.92	164,759	15.31%
Revenues over Expenditures (Spread) ----->		(25,369.44)		

Statement of Revenues & Expenditures August 31, 2023)

Junny Road/Willow Street Capital Project Fund				
	Budget	YTD	Variance	Percentage
Revenues:				
TRANSFER FROM GENERAL FUND	98,250	-	(98,250.00)	0.00%
NC DEPARTMENT OF TRANSPORTATION	1,450,129	8,099.95	(1,442,029.05)	0.56%
Total Revenues	1,548,379	8,099.95	(1,540,279.05)	0.52%
Expenditures:	Budget	YTD	Variance	Percentage
ENGINEERING	150,000	61,991.75	88,008.25	41.33%
CONSTRUCTION	265,000	14,501.69	250,498.31	5.47%
Total Expenditures	415,000	14,501.69	250,498	3.49%
Revenues over Expenditures (Spread) ----->		(6,401.74)		

Statement of Revenues & Expenditures August 31, 2023)				
American Rescue Plan Act & CARES Act Fund				
	Budget	YTD	Variance	Percentage
Revenues:				
Interest on Investments	-	8,016.63	8,016.63	0.00%
American Rescue Plan Distribution	-	-	-	0.00%
CARES Act Distribution	1,780,901	-	(1,780,901.00)	0.00%
Total Revenues	1,780,901	8,016.63	(1,772,884.37)	0.45%
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	1,780,901	-	1,780,901.00	0.00%
CARES Act Department				
CARES Act	-	-	-	0.00%
General Fund Utilization	-	-	-	0.00%
Total Expenditures	1,780,901	-	1,780,901.00	0.00%
Revenues over Expenditures (Spread) ----->		8,016.63		

Statement of Revenues & Expenditures August 31, 2023)				
HWY 210/Park Street Sidewalk Project Fund				
	Budget	YTD	Variance	Percentage
Revenues:				
Interest on Investments	-	875.91	875.91	0.00%
NC Department of Transportation	200,696	-	(200,696.00)	0.00%
PAYMENT IN-LIEU OF SIDEWALK	-	-	-	0.00%
Transfer from General Fund	50,175	-	(50,175.00)	0.00%
Total Revenues	250,871	875.91	(249,995.09)	0.35%
Expenditures:	Budget	YTD	Variance	Percentage
ENGINEERING/CONCRETE TESTING (100%	70,270	-	70,270.00	0.00%
Engineering	-	-	-	0.00%
Construction	180,601	-	180,601.00	0.00%
Total Expenditures	250,871	-	250,871.00	0.00%
Revenues over Expenditures (Spread) ----->		875.91		

Statement of Revenues & Expenditures August 31, 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	450,899	-	(450,899.00)	0.00%
Fund Balance Appropriated	-	-	-	0.00%
Total Revenues	850,899	-	(850,899.00)	0.00%
Expenditures:				
DESIGN, PERMITTING, SURVEY, CONST. S	400,000	-	400,000.00	0.00%
CONSTRUCTION CONTINGENCY	450,899	-	450,899.00	0.00%
NC DEQ DISTBURSEMENT	-	-	-	0.00%
MOBILIZATION	-	-	-	0.00%
EROSION CONTROL	-	-	-	0.00%
TRAFFIC CONTROL	-	-	-	0.00%
UTILITY CONFLICTS	-	-	-	0.00%
GEOTECH, STRUCTURAL ENG., & REAL ES	-	-	-	0.00%
CONTINGENCY	-	-	-	0.00%
Total Expenditures	850,899	-	850,899	0.00%
Revenues over Expenditures (Spread) ----->		-		

Statement of Revenues & Expenditures August 31, 2023)

Water & Sewer Fund				
	Budget	YTD	Variance	Percentage
Revenues:				
Water Sales	1,748,772	396,222.26	(1,352,549.74)	22.66%
Sewer Sales	1,709,772	381,373.01	(1,328,398.99)	22.31%
Investment Earnings	65,000	9,355.98	(55,644.02)	14.39%
Late Fees/Reconnections	120,000	16,180.00	(103,820.00)	13.48%
Other Operating Revenues	447,700	21,923.55	(425,776.45)	4.90%
Transfer from W/S Capital Reserve	-	-	-	0.00%
Total Revenues	4,091,244	825,054.80	(3,266,189.20)	20.17%
Expenditures:	Budget	YTD	Variance	Percentage
Water Operations	1,565,380	230,989.16	1,334,390.84	14.76%
Sewer Operations	1,266,054	145,871.87	1,120,182.13	11.52%
Smith Drive Regional Pump Station	704,000	58,765.39	645,234.61	8.35%
Lagoon	83,510	8,179.94	75,330.06	9.80%
Debt Service				0.00%
Principal	444,200	11,236.91	432,963.09	2.53%
Interest	165,102	1,065.15	164,036.85	0.65%
Debt Service Reserve	-	-	-	0.00%
Inter-Fund Transfers	-	-	-	0.00%
Total Expenditures	4,228,246	456,108.42	3,772,137.58	10.79%
Revenues over Expenditures (Spread) ----->		368,946.38		

Statement of Revenues & Expenditures August 31, 2023)				
NC Department of Environmental Quality Water Line Project (Option 8) Fund				
	Budget	YTD	Variance	Percentage
Revenues:				
Interest Earned	-	305.56	305.56	0.00%
NC DEQ Distribution	-	-	-	0.00%
TRANSFER FROM WATER & SEWER FUND	-	-	-	0.00%
Total Revenues	-	305.56	305.56	0.00%
Expenditures:	Budget	YTD	Variance	Percentage
EASEMENT/PROPERTY ACQUISITION	-	-	-	0.00%
Professional Fees (Engineering)	-	-	-	0.00%
Capital Outlay (Construction)	-	-	-	0.00%
Total Expenditures	-	-	-	0.00%
Revenues over Expenditures (Spread) ----->		305.56		

Statement of Revenues & Expenditures August 31, 2023)				
Water & Sewer Capital Reserve Fund				
	Budget	YTD	Variance	Percentage
Revenues:				
Interest Earned	0	1220.47	1220.47	0
Pump Stations & Force Main	-	-	-	0.00%
Harnett County Sewer Capacity	-	-	-	0.00%
Total Revenues	-	1,220	1,220.47	0.00%
Expenditures:	Budget	YTD	Variance	Percentage
Transfer to Pump Station #1 & #6 Project	-	-	-	0.00%
Transfer to HC Sewer Capacity	-	-	-	0.00%
Total Expenditures	-	-	-	0.00%
Revenues over Expenditures (Spread) ----->		1,220.47		

Statement of Revenues & Expenditures August 31, 2023)

Water Distribution Core System Replacement				
	Budget	YTD	Variance	Percentage
Revenues:				
INTEREST EARNED	-	-	-	0.00%
NC DEQ/DWI DISTRIBUTION	-	-	-	0.00%
Fund Balance Appropriated	-	-	-	0.00%
Total Revenues	-	-	-	0.00%
Expenditures:	Budget	YTD	Variance	Percentage
PRINTING & PUBLISHING	-	-	-	0.00%
PERMITTING	-	-	-	0.00%
PROFESSIONAL FEES (ENGINEERING DES	-	-	-	0.00%
CONSTRUCTION COSTS	-	-	-	0.00%
LAND SURVEYING COSTS	-	-	-	0.00%
CONTINGENCY (15%)	-	-	-	0.00%
Total Expenditures	-	-	-	0.00%
Revenues over Expenditures (Spread) ----->		-		

Statement of Revenues & Expenditures August 31, 2023)

Elevated Water Storage Tank Replacement				
	Budget	YTD	Variance	Percentage
Revenues:				
INTEREST EARNED	-	-	-	0.00%
ELEVATED WATER STORAGE TANK REPLA	145,000	-	(145,000.00)	0.00%
Fund Balance Appropriated	-	-	-	0.00%
Total Revenues	145,000	-	(145,000.00)	0.00%
Expenditures:	Budget	YTD	Variance	Percentage
PRINTING & PUBLISHING	-	-	-	0.00%
PERMITTING	-	-	-	0.00%
PROFESSIONAL FEES (ENGINEERING DES	145,000	-	145,000.00	0.00%
CONSTRUCTION COSTS	-	-	-	0.00%
LAND SURVEYING COSTS	-	-	-	0.00%
CONTINGENCY (15%)	-	-	-	0.00%
Total Expenditures	145,000	-	145,000	0.00%
Revenues over Expenditures (Spread) ----->		-		

Statement of Revenues & Expenditures August 31, 2023)

Pump Stations & Force Main Capital Project

	Budget	YTD	Variance	Percentage
Revenues:				
INTEREST EARNED	-	-	-	0.00%
LOAN PROCEEDS	946,320	-	(946,320.00)	0.00%
HWY 55 FORCE MAIN RELOCATION REIM	178,128	-	(178,128.00)	0.00%
TRANSFER FROM ARPA & CARES Act Fun	982,389	-	(982,389.00)	0.00%
Total Revenues	2,106,837	-	(2,106,837.00)	0.00%
Expenditures:				
	Budget	YTD	Variance	Percentage
Pump Station #6 Department				
MISCELLANEOUS	-	-	-	0.00%
PROFESSIONAL SERVICES	59,110	-	59,110.00	0.00%
CAPITAL OUTLAY - CONSTRUCTION (UF	534,112	-	534,112.00	0.00%
FORCE MAIN/GRAVITY SEWER REALIC	60,000	-	60,000.00	0.00%
CONTINGENCY	77,100	-	77,100.00	0.00%
Pump Station #1 & Force Main Department				
SEWER PERMIT APPLICATION	-	-	-	0.00%
EASEMENTS	-	-	-	0.00%
PROFESSIONAL SERVICES	13,594	-	13,594.00	0.00%
PUMP STATION #1 REPLACEMENT	467,943	115,009.13	352,933.87	24.58%
FORCE MAIN REALIGNMENT	-	45,428.25	(45,428.25)	0.00%
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	-	-	-	0.00%
Total Expenditures	2,106,837	160,437	1,887,289.62	7.62%
Revenues over Expenditures (Spread) ----->		(160,437.38)		

Statement of Revenues & Expenditures August 31, 2023)

Asset Forfeiture Fund				
	Budget	YTD	Variance	Percentage
Revenues:				
Interest on Investments	-	104.49	104.49	0.00%
Unauthorized Substance Use Distribution	200	-	(200.00)	0.00%
Federal Equitable Sharing Distribution	-	-	-	0.00%
Transfer from General Fund	-	-	-	0.00%
Total Revenues	200	104	(96)	52.25%
Expenditures:				
Unauthorized Substance Use Dept.				
<i>Reserved</i>				
Safety Equipment	-	-	-	0.00%
Capital Outlay	-	-	-	0.00%
<i>Reserved</i>				
Federal Equitable Sharing Dept.				
<i>Reserved</i>				
Transfer to MTF Fund	-	-	-	0.00%
Safety Equipment	200	-	-	0.00%
Capital Outlay	-	-	-	0.00%
<i>Reserved</i>				
Total Expenditures	200	-	-	0.00%
Revenues over Expenditures (Spread) ----->		104.49		

Statement of Revenues & Expenditures August 31, 2023)				
System Development Fee (Buy-In Method)				
	Budget	YTD	Variance	Percentage
Revenues:				
Interest on Investments	28,000	4,512.21	(23,487.79)	16.12%
SDF (Water Buy-In Method)	103,000	55,811.02	(47,188.98)	54.19%
SDF (Sewer Buy-In Method)	320,000	209,489.62	(110,510.38)	65.47%
Total Revenues	451,000	269,812.85	(181,187.15)	59.83%
Expenditures:				
Harnett County WWTP Expansion	796,000	-	796,000.00	0.00%
Total Expenditures	796,000	-	796,000.00	0.00%
Revenues over Expenditures (Spread) ----->		269,812.85		

Statement of Revenues & Expenditures August 31, 2023)				
System Development Fee (Incremental Cost Method)				
	Budget	YTD	Variance	Percentage
Revenues:				
Interest on Investments	160	38.06	(121.94)	23.79%
SDF (Water Incremental Method)	3,450	2,086.19	(1,363.81)	60.47%
Total Revenues	3,610	2,124.25	(1,485.75)	58.84%
Expenditures:				
Transfer to Capital Project Fund	3,610	-	3,610.00	0.00%
Total Expenditures	3,610	-	3,610.00	0.00%
Revenues over Expenditures (Spread) ----->		2,124.25		