



Town of Angier

www.angier.org

Robert K. Smith
Mayor

Gerry Vincent
Town Manager

Veronica Hardaway
Town Clerk

BOARD OF COMMISSIONERS WORKSHOP

February 16, 2021

6:30pm

Pledge of Allegiance
Moment of Prayer

Business Items:

1. North Carolina Department of Environmental Quality Grant Award-**Action Item**
2. New Resolution Adopting a Remote Participation Policy for the Angier Board of Commissioners-**Action Item**
3. System Development Fees/Additional Language & Revisions to Resolution-**Action Item**
4. Harnett County Grassroots Arts Program Grant Award-**Discussion**
5. Parking Lot Project-**Discussion**
6. Property Donations Offered to the Town of Angier-**Action Item**



Board of Commissioners Agenda Report

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

MEETING DATE: February 16, 2021
PREPARED BY: Gerry Vincent, Town Manager ICMA-CM *EV*
ISSUE: NC Department of Environmental Quality Grant Award
CONSIDERED:
DEPARTMENT: Administration

SUMMARY OF ISSUE: The grant award of \$100,000 was initiated by Rep. Larry Strickland, authorized and approved by Gov. Cooper for this fiscal year. Funds are required to be used towards any water/sewer project, as determined by the Town. The Agreement became effective December 1, 2020 and is obligated through June 30, 2021.

Staff had submitted a number of options, and recommends Options #8.

Option 8: Replace an existing 2-inch water line with a new 6-inch water line along West Lillington Street and S Park Street. The new 6-inch water line would run east along W Lillington Street from S Cross Street to S Park Street. Then the new 6-inch line would then run north along S Park Street to Hwy 210 and connect to an existing 6-inch line at Hwy 210. The project will include approximately 1,040 linear feet of new 6-inch water line, new service connections and 2 new fire hydrant assemblies. The estimated project cost is \$80,000.

FINANCIAL IMPACT: Grant Award amount is \$100,000.

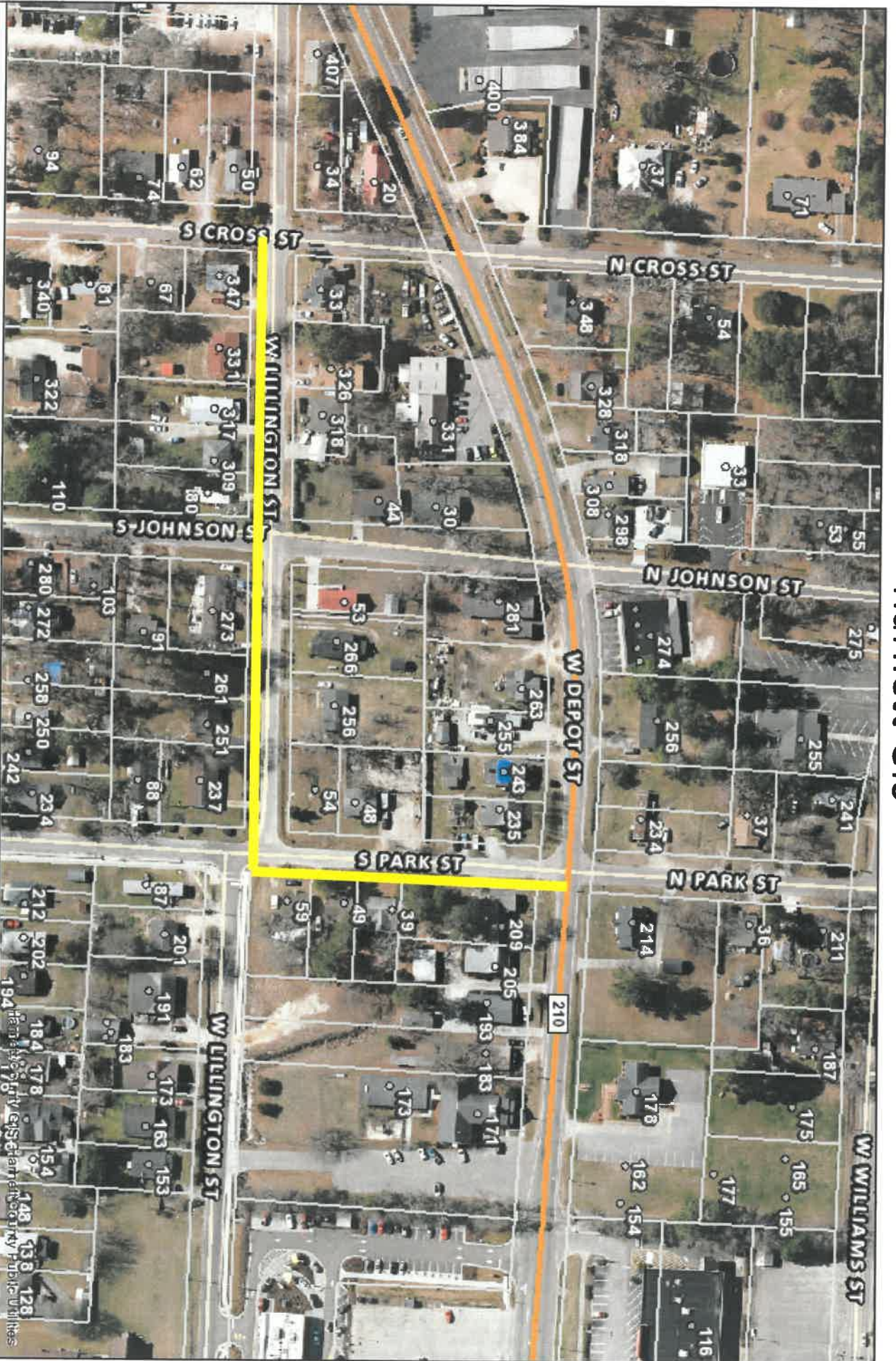
RECOMMENDATION: Authorize the Town Manager to proceed with Option #8, as described above.

REQUESTED MOTION: I recommend authorizing the Town Manager to proceed with Option #8, as mentioned above.

REVIEWED BY TOWN MANAGER: *Gerry Vincent*

Attachments: *Financial Spreadsheets*

Harnett GIS



Harnett County
2011-2017

GIS/E-911 Addressing
February 11, 2021

Legend

	Recycle Center		Harnett County Boundary
	Landfills		Address Numbers
	Surrounding County Boundaries		US
	Federal Property		Roads
	City Limits		Mile_Markers
			Railroad
			Parcels

Major Roads

	Airport
	Interstate

0 80 160 320 Feet

1 inch = 188 feet

STATE OF NORTH CAROLINA
COUNTY OF WAKE

FEDERAL
IDENTIFICATION
NUMBER: 22-0001165

North Carolina Department of Environmental Quality Financial Assistance Agreement

This financial assistance agreement (Agreement) is hereby made and entered into this, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and **TOWN OF ANGIER** (the "Recipient"¹).

1. **Purpose.** The purpose of this Agreement is to implement Section 13.1.(d) of N.C. Session Law 2018-5 as amended by N.C. Session Law 2020-79.
2. **Audit and Other Reporting Requirements of the Local Government Commission.** If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes (Local Government Budget and Fiscal Control Act), the Recipient understands and agrees that the terms, conditions, restrictions and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.
3. **Contract Documents.** This Agreement consists of this document (the "Contract Cover") and its attachments, which are identified by name as follows:
 - a. Scope of Work (Attachment A)
 - b. Request for Payment of Appropriations (Attachment B)
 - c. State's General Terms and Conditions (Attachment C)

Together, these documents (the "Contract Documents") constitute the entire agreement between the parties, superseding all prior oral or written statements or agreements. Modifications to this Contract Cover or to any other Contract Document may only be made through written amendments processed by the Department's Financial Services Division. Any such written amendment must be duly executed by an authorized representative of each party.

4. **Precedence Among Contract Documents.** In the event of a conflict or inconsistency between or among the Contract Documents, the document with the highest relative precedence shall prevail. This Contract Cover shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in § 3 above, with the first-listed document having the second-highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
5. **Contract Period.** This Agreement shall be effective from December 7, 2020 through June 30, 2021, inclusive of those dates.
6. **Recipient's Duties.** As a condition of the grant award, the Recipient agrees to:
 - a. Undertake and deliver the grant award project, plan or services as described in the Scope of Work (Attachment A), adhering to all budgetary provisions set out therein throughout the course of performance.
 - b. Ensure that all award funds are expended in a manner consistent with the purposes for which they were awarded, as described more fully in the attached Contract Documents.

¹ The contract documents attached hereto may at times use alternative terms to describe the Recipient. Such terms might include, but are not necessarily limited to, the following (in common or proper form): "applicant" or "participant."

CONTRACT NO. CW17513
Town of Angier CW17513 SL2020-79 HB1087

- c. Comply with the requirements of 09 NCAC 03M .0101, *et seq.* (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.
 - d. Maintain all records related to this Agreement (i) for a period of five (5) years following the date on which this Agreement expires or terminates, or (ii) until all audit exceptions have been resolved, whichever is longer.
 - e. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.
 - f. Obtain written approval from the Department's Contract Administrator (see § 14 below) prior to making any subaward or subgrant not already described in the Award Proposal.
 - g. Ensure that the terms, conditions, restrictions and requirements of this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, are made applicable to, and binding upon, any subrecipient who receives as a subaward or subgrant any portion of the award funds made available to the Recipient hereunder.
 - h. Take reasonable measures to ensure that any subrecipient (i) complies with the terms, conditions, restrictions and requirements set forth in this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, and (ii) provides such information in its possession as may be necessary for the Recipient to comply with such terms, conditions, restrictions and requirements.
7. **Historically Underutilized Businesses.** Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.
- Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the Department invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this contract. Any questions concerning NC HUB certification, contact the North Carolina Office of Historically Underutilized Businesses at (919) 807-2330.
8. **Total Award Amount.** The total amount of appropriation funds paid by the Department to the Recipient under this Agreement is **ONE HUNDRED THOUSAND DOLLARS (\$100,00.00)** (the "Total Appropriation Amount"). This amount consists of:

Funding:

Type of Funds	Funding Source	CFDA No.
Appropriation	North Carolina General Assembly	N/A

Account Coding Information:

Dollars	GL Company	GL Account	GL Center
\$100,000.00	1602	536919	2374

Invoice and Payment. The award funds shall be disbursed to the Grantee upon full execution of the Grant Contract. The Department's Contract Administrator will submit the Request for Payment of Appropriations(s) From North Carolina General Fund document submitted by the Grantee to the Department's Financial Services Division Accounts Payable Section for the disbursement of funds.

Pursuant to G.S. 143C-6-21 and Section 4.8 of SL 2019-250, the Director of the Budget has discretion to disburse annual directed grants totaling more than \$100,000 on a quarterly or monthly basis. Disbursement of these funds may be done in equal installments or based on a projected cash flow contingent on a plan submitted to the administering agency. Annual directed grants of \$100,000 or less shall be paid in a single payment unless provided otherwise by State or federal law. Disbursement of funds to a non-state entity that meets all applicable requirements shall begin as soon as practicable, but no later than 100 days after appropriation of the funds.

9. **Request for Payment of Appropriations (Attachment B).** The Recipient shall submit to the Department a Request for Appropriations, which is attached hereto as Attachment B, prior to the Department disbursing State funds
10. **Recipient's Fiscal Year.** The Recipient represents that its fiscal year is from July 1 to June 30.
11. **Reversion of Unexpended Funds.** The Grantee understands and agrees that any unexpended grant funds shall revert to the Department upon termination of this Agreement.
12. **Availability of Funds.** The Recipient understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.
13. **Supplantation of Expenditure of Public Funds.** Reserved
14. **Contract Administrators.** Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Contract Administrator. The contact information for each party's Contract Administrator is set out below. Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.

Recipient Contract Administrator	Department's Contract Administrator
Hans Kalwitz, Financial Director Town of Angier 55 N Broad Street West Angier, NC 27501 Telephone: 919639-2071 Email: hkalwitz@angier.org	Kimberly L Van Metre, CFO DEQ Division of Financial Services 217 W. Jones Street Raleigh, NC 27603 Telephone: 919-707-8561 Email: kimberly.vanmetre@ncdenr.gov

15. **Assignment.** The Recipient may not assign its obligations or its rights to receive payment hereunder.
16. **Procurement.** The Recipient understands and agrees that all procurement activities undertaken in connection with this Agreement shall be subject to the following provisions:
 - a. The Recipient shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C.G.S. §§ 143-133.3, 143-59.1, 143-59.2 or 147.86.60.
17. **Subawards.** The Recipient understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Recipient of any duties or responsibilities herein set forth.

- 18. Title VI and Other Nondiscrimination Requirements.** Throughout the course of its performance hereunder, the Recipient shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:

Title VI of the Civil Rights Act of 1964, as amended;

Civil Rights Restoration Act of 1987, as amended;

Section 504 of the Rehabilitation Act of 1973, as amended;

Age Discrimination Act of 1975, as amended;

Titles II and III of the Americans with Disabilities Act of 1990, as amended;

Title IX of the Education Amendments of 1972, as amended;

Part III of Executive Order No. 11246 (September 24, 1965), as amended; and

Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

In accordance with the above laws and their implementing regulations, the Recipient agrees to ensure that no person in the United States is, on the basis of race, color, national origin, sex, age or disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the Recipient receives Federal assistance. For purposes of this provision, "program or activity" shall have the meaning ascribed to that term under Federal law (see 42 U.S.C.S. § 2000d-4a).

The Recipient understands and acknowledges that, in addition to itself, any lower-tier recipient of the financial assistance provided hereunder must also comply with the requirements of this section. Accordingly, the Recipient agrees to include a similar provision in any financial assistance agreement made with any lower-tier recipient of such assistance.

- 19. E-Verify.** To the extent applicable, the Recipient represents that it and each of its subrecipient, contractors and/or subcontractors performing work pursuant to, or in association with, this Agreement are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes, including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.
- 20. Termination by Mutual Consent.** This Agreement may be terminated by mutual consent of the parties, provided the consent is documented in writing and duly executed by an authorized representative of each party.
- 21. Survival.** Any provision contained in this or any other Contract Document that contemplates performance or observance subsequent to the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.
- 22. Signature Warranty.** The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Contract Cover and the Agreement generally, including those incorporated by reference to applicable law.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by the duly authorized representative in duplicate originals, one of which is retained by each of the Parties.

TOWN OF ANGIER

By *Geary Vincent*
Recipient's Signature

Geary Vincent Town Manager
Printed Name and Title

Town of Angier
Organization

**NORTH CAROLINA DEPARTMENT OF
ENVIRONMENTAL QUALITY**

By _____
Signature of Department Head or Authorized Agent

Tommy Kirby, Purchasing Director
Printed Name and Title

Financial Services Division, Purchasing and Contracts Section
Division/Section

ORIGINAL

Attachment A Scope of Work and Annual Budget

Before it will be possible to finalize this award and make any disbursement, you are required to provide to the Agency a description for how the organization will spend the amount of funding allocated for the specific purpose as stated in the grant contract. This will include a scope of work, information related to any potential subgrants and an annual budget for the grant funds. Please attach additional sheets as necessary.

1. Organization:

Organization Name:	Town of Angier
Tax Identification #:	56-6001165
Organization Fiscal Year End:	06/30/2021

2. Scope of Work:

Recipient shall detail below how the organization will spend the amount of funding allocated for the specific purpose as stated in the grant contract. The description should include services to be provided, objectives to be achieved, and expected results. The description should also include anticipated timing of those services, objectives and expected results.

The Town of Angier would propose to utilize the Grant funds on a combination of the utility infrastructure projects detailed below:

OPTION 1: Sanitary Sewer Video Inspection: The project will include the video inspection of 13,000 linear feet of sanitary sewer lines and a report detailing findings. The 13,000 linear feet were identified from a previous inflow/infiltration (I/I) study. The objective will be to identify I/I sources that can be repaired to reduce the I/I within the Town's wastewater collection system. The project can begin immediately and will be completed within 4 weeks. The anticipated cost of the project is \$45,000.

OPTION 2: Water and Sewer Replacement for the proposed E Depot Street and E Lillington Street Parking Lot. The project will include the replacement of aged infrastructure, specifically a 2-inch water line and an 8-inch sanitary sewer line (approximately 350 linear feet of each line). The scope will also include the reconnection of 12 existing services for both water and sewer. The objective is to reduce the maintenance cost from frequent repairs and provide new utilities in an area proposed for a new parking lot. The project would be informally bid with construction completed within 30 days. The anticipated cost of the project is \$65,000.

OPTION 3: Water and Sewer Replacement for the proposed E Williams Street and E Depot Street Parking Lot. The project will include the replacement of aged infrastructure, specifically a 2-inch water line and an 8-inch sanitary sewer line (approximately 300 linear feet of each line). The scope will also include the reconnection of 12 existing services for both water and sewer as well as the replacement of 1 4-foot diameter manhole. The objective is to reduce the maintenance cost from frequent repairs and provide new utilities in an area proposed for a new parking lot. The project would be informally bid with construction completed within 30 days. The anticipated cost of the project is \$30,000.

OPTION 4: AWIA Risk and Resiliency Report and an Emergency Response Plan. On October 23, 2018 the America's Water Infrastructure Act (AWIA) became law. The law requires a Risk and Resiliency Report to be completed for a Town Angier's size by June 30, 2021 and completion of the Emergency Response Plan by December 31, 2021. A Request For Qualifications would be advertised and selection made of the most qualified applicant. The report and plan must be completed by the deadlines referenced. The objective of the project is compliance with the AWIA and to better protect the Town's water infrastructure. The anticipated cost of both the Report and Plan is \$60,000.

OPTION 5: Updating the Town's Water Distribution System Model. The Town has an existing Water Distribution System Model; however, there has been extensive growth over the last couple of years. We

OSBM – 8/06

REQUEST FOR PAYMENT OF APPROPRIATION(S) FROM NORTH CAROLINA GENERAL FUND
(SEE LETTER ENCLOSED)

2020-2021 Allocation: \$ 100,000 to Town of Angier

Purpose: SL 2020-79 for a water and wastewater infrastructure project

Part A. TO BE COMPLETED BY ALL RECIPIENTS

1. Contact's Name: Hans Kalwitz Telephone: 919.639.2071
2. Contact's Position in Organization: Finance Director
3. Federal Identification Number 56-6001165
4. Kind of Organization: Corporation ☐ Trust ☐ Partnership ☐ Government ☒
Unincorporated Association ☐ Other ☐
5. Match Required (Circle One): Yes/No On a N/A to N/A basis.
If matching is required, is cash match in hand? Yes N/A No N/A
If the required match is not in hand, by what date and from what source does the organization expect to have the cash match? N/A
6. Fiscal Year of Non-State Entity (e.g. year ending June 30, December 31, other) FY 2021

Part B. TO BE COMPLETED BY ALL NON-GOVERNMENTAL RECIPIENTS

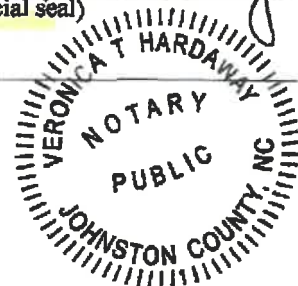
1. Please enclose the following:
 - a. Articles of Incorporation and by-laws, trust indenture, partnership agreement, etc.
 - b. List of Board of Directors/Trustees.
 - c. Policy addressing conflicts of interest.
 - d. Sworn Statement of no overdue tax debts.

Part C. TO BE COMPLETED BY ALL RECIPIENTS. FORM MUST BE NOTARIZED


Signature of individual making request


Notary Public (official seal)

10/13/20
Date Notarized





Board of Commissioners Agenda Report

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

MEETING DATE: February 16, 2021
PREPARED BY: Gerry Vincent, Town Manager ICMA-CM *GV*
ISSUE
CONSIDERED: Resolution Adopting a Remote Participation Policy for the Angier Board of Commissioners
DEPARTMENT: Administration

SUMMARY OF ISSUE: As proposed, the policy allows the Angier Board of Commissioners to participate in meetings remotely, subject to the rules and procedures, as described in the attached policy.

FINANCIAL IMPACT: There is no potential financial impact.

RECOMMENDATION: Authorize the Town Manager to activate the Policy, as described above.

REQUESTED MOTION: I recommend authorizing the Town Manager to incorporate the Policy, as mentioned above.

REVIEWED BY TOWN MANAGER: *Gerry Vincent*

Attachments: *Financial Spreadsheets*



Town of Angier

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Gerry Vincent
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Veronica Hardaway
Town Clerk

Resolution No.:
Date Submitted:
Date Adopted:

RESOLUTION ADOPTING A REMOTE PARTICIPATION POLICY FOR THE ANGIER BOARD OF COMMISSIONERS

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

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

REMOTE PARTICIPATION POLICY

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

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



Town of Angier

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remote participation at least 24 hours prior to the start of the meeting, unless advance notice is impractical.

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



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Veronica Hardaway
Town Clerk

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

Duly Adopted this ____ day of ____ 2021

Veronica Hardaway, Town Clerk

Robert K. Smith, Mayor



Board of Commissioners Agenda Report

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

MEETING DATE: February 16, 2021
PREPARED BY: Gerry Vincent, Town Manager ICMA-CM *GV*
ISSUE Resolutions for System Development Fees
CONSIDERED:
DEPARTMENT: Administration

SUMMARY OF ISSUE: The attached Resolutions are being submitted for approval to identify in detail the Capital Reserve Fund that was adopted and approved by the Angier Board of Commissioners in June 2020, as part of the FY2020-21 General & Utility Fund Budgets. The Resolutions specifically identifies in detail receiving the fees that are currently being placed in the Capital Reserve Fund (CRF) and in detail identifies specific projects, as outlined in the NC Statute.

The two resolutions identify the “Buy-In” Cost Method and the “Incremental” Cost Method, as described in House Bill 436. These resolutions will serve as the basis of how the Town plans to expend the funds. In addition, House Bill 873, as amended, changed the collection of fees which was at plat recordation, but now at the application for a building permit.

FINANCIAL IMPACT: There is no financial impact.

RECOMMENDATION: Authorize the Town Manager to instruct the Finance Director to follow such procedures, as identified within the Resolution.

REQUESTED MOTION: I recommend authorizing the Town Manager to submit the Resolutions as part of the approved Capital Reserve Fund, as mentioned above.

REVIEWED BY TOWN MANAGER: *Gerry Vincent*

Attachments: *Financial Spreadsheets*



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Veronica Hardaway
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SYSTEM DEVELOPMENT FEE INCREMENTAL COST METHOD CAPITAL RESERVE FUND RESOLUTION

WHEREAS, there is a need in the Town of Angier to provide funds for capital projects and debt service obligations related to its water system capital projects, and

WHEREAS, the Town of Angier established a capital reserve fund per NCGS 159-18 on June 16, 2020; this resolution recommended for adoption, and

WHEREAS, NCGS 162A. Art. 8 requires that all system development fee proceeds, incremental cost method, be accounted for in a capital reserve fund,

NOW, THEREFORE, BE IT RESOLVED by the Governing Board that

Section 1. The Town Board hereby adopts this resolution establishing the purpose of the Capital Reserve Fund for the collection of the system development fees related to the town's water system using the incremental cost method; including without limitation, facilities for the supply, storage, treatment, and distribution of water and sewer:

- 1. Wastewater Treatment Capacity:** The Town of Angier will be purchasing an additional 1.0 MG of treatment capacity from Harnett Regional Water in the North Harnett Regional Wastewater Treatment Plant. The Town of Angier currently has 1.008 MG of capacity in that plant. While our average daily flow (ADF) is currently 0.599 MGD, we have 10 developments in the not yet tributary (NYT) column which pushes us to 91% capacity when accounting for the NYT. The Town of Angier is budgeting \$5M for the additional 1.0 MG of treatment capacity. A portion of this project will be funded by the Town, with the remainder obtained from competitive loans.
- 2. Water Purchase Capacity:** This project is a little more complicated and will likely track 2 to 3 years behind the wastewater treatment capacity purchase. We purchase our water from HRW. Our Agreement limits the Town's demand to any 24-hour period to that which can be supplied by a constant 1,000 gpm flow rate



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supplied by the County. That means 1.44 MGD and delivery of 720,000 GPD when applying the 2.0 peaking factor. We currently purchase around 400,000 GPD; however, we project a need of 750,000 GPD in the 2027 to 2030 time frame. HRW will have to make significant distribution system modifications to be able to supply us with flows beyond the 1,000 gpm referenced. HRW has not studied this in any detail to this point and we believe the project may require a major crossing of the Cape Fear River. Going this route, we will be purchasing the capacity increase and the "project" would be HRW. That being said, we had a feasibility study completed to evaluate the purchase of an additional 2 MGD of water supply from Dunn. If we went this route, that would be a Town project, and the cost in the feasibility study is \$7.5M. A portion of this project will be funded by the Town, with the remainder obtained from competitive loans.

Section 2. This CRF shall remain effective until all the above-listed projects, and any projects added in the future, are completed. The CRF may be amended by the governing body as needed to add additional appropriations, modify or eliminate existing capital projects, and/or add new capital projects. The CRF is to remain operational for a period not to exceed ten years and can be renewed for each succeeding year following June 30, 2029 unless terminated sooner by the Town Board of Commissioners.

Section 3. This Resolution shall become effective and binding upon its adoption.

Adopted this 16th day of February, 2021

Signature

Attest:

Signature



Town of Angier

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Veronica Hardaway
Town Clerk

SYSTEM DEVELOPMENT FEE BUY-IN COST METHOD CAPITAL RESERVE FUND RESOLUTION

WHEREAS, there is a need in the Town of Angier to provide funds for capital projects and debt service obligations related to its water system and wastewater system capital projects, and

WHEREAS, the Town of Angier established a capital reserve fund per NCGS 159-18 on June 16, 2020 and

WHEREAS, NCGS 162A. Art. 8 requires that all system development fee proceeds, buy-in cost method, be accounted for in a capital reserve fund,

NOW, THEREFORE, BE IT RESOLVED by the Governing Board that

Section 1. The Town Board hereby adopts this resolution establishing the purpose of the Capital Reserve Fund for collecting the system development fees related to the town's wastewater system using the buy-in cost method; including without limitation, facilities for the supply, storage, treatment, and distribution of water and sewer:

1. **Wastewater Treatment Capacity:** The Town of Angier will be purchasing an additional 1.0 MG of treatment capacity from Harnett Regional Water in the North Harnett Regional Wastewater Treatment Plant. The Town of Angier currently has 1.008 MG of capacity in that plant. While our average daily flow (ADF) is currently 0.599 MGD, we have 10 developments in the not yet tributary (NYT) column which pushes us to 91% capacity when accounting for the NYT. The Town of Angier is budgeting \$5M for the additional 1.0 MG of treatment capacity. A portion of this project will be funded by the Town, with the remainder obtained from competitive loans.
2. **Water Purchase Capacity:** This project will likely track 2 to 3 years behind the wastewater treatment capacity purchase. We purchase our water from HRW. Our Agreement limits the Town's demand to any 24-hour period to that which can be supplied by a constant 1,000 gpm flow rate supplied by the County. That means 1.44 MGD and delivery of 720,000 GPD when applying the 2.0 peaking factor. We currently



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Veronica Hardaway
Town Clerk

purchase around 400,000 GPD; however, we project a need of 750,000 GPD in the 2027 to 2030 time frame. HRW will have to make significant distribution system modifications to be able to supply us with flows beyond the 1,000 gpm referenced. HRW has not studied this in any detail to this point and we believe the project may require a major crossing of the Cape Fear River. Going this route, we will be purchasing the capacity increase and the "project" would be HRW. That being said, we had a feasibility study completed to evaluate the purchase of an additional 2 MGD of water supply from Dunn. If we went this route, that would be a Town project, and the cost in the feasibility study is \$7.5M. A portion of this project will be funded by the Town, with the remainder obtained from competitive loans.

Section 2. This CRF shall remain effective until all the above-listed projects, and any projects added in the future, are completed. The CRF may be amended by the governing body as needed to add additional appropriations, modify or eliminate existing capital projects, and/or add new capital projects. The CRF is to remain operational for a period not to exceed ten years and can be renewed for each succeeding year following June 30, 2029 unless terminated sooner by the Town Board of Commissioners.

Section 3. This Resolution shall become effective and binding upon its adoption.

Adopted this 16th day of February, 2021

Signature

Attest:

Signature



Board of Commissioners Agenda Report

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

MEETING DATE: February 16, 2021
PREPARED BY: Gerry Vincent, Town Manager ICMA-CM *GV*
ISSUE Harnett County Grassroots Arts Program Grant Award
CONSIDERED:
DEPARTMENT: Administration

SUMMARY OF ISSUE: The Harnett County Grassroots subgrant panel has approved a grant award of \$5,000 to the Town of Angier. \$2,500 of the award is required to be used towards the multicultural requirement, which can be used to hire artists or ensembles of racial and cultural diversity to conduct a project. Sean and Katy have received approval to pursue virtual children's events at the Library as well as another mural on the Library or within the downtown.

Sean Johnson, Planning Director and Katy Warren, Library Director will discuss details of each.

FINANCIAL IMPACT: Grant Award of \$5,000. There is no potential financial impact.

RECOMMENDATION: Authorize the Town Manager to utilize funds, as required.

REQUESTED MOTION: I recommend authorizing the Town Manager to utilize funds, as discussed by the Board of Commissioners.

REVIEWED BY TOWN MANAGER: *Gerry Vincent*

Attachments: *Financial Spreadsheets*

SUBGRANT AWARD LETTER

November 13, 2020

Town of Angier
c/o Christy Adkins
55 N. Broad Street W.
Angier, NC 27501

Dear Ms. Adkins,

I am pleased to advise you that the Harnett County Grassroots subgrant panel has approved a grant award of \$5,000 to your organization to support your program this year. As part of your grant award, you will be required to use \$2,500 towards the multicultural requirement, which can be used to hire artists or ensembles of racial and cultural diversity to conduct your project. This grant is made possible by the North Carolina Arts Council's Grassroots Arts Grant Program.

Harnett County Manager's Office received five requests totaling \$38,589 from Harnett County organizations this year. It was a very competitive process, and we are pleased that your program was funding this year.

Please find in this award packet the following:

- **Grant Instructions and Contract:** Please read instructions thoroughly and keep them on file, along with a copy of your grant contract. One grant contract **MUST** be signed and returned to Harnett County Manager's Office before funds can be distributed.
- **Final Report Form:** Each subgrant recipient must complete a final report at the completion of their project. Reports are due to the Harnett County Manager's Office by 5pm on Friday, June 4, 2021.

Thank you for coordinating a project and agreeing to comply with state guidelines in administering your subgrant. If I can assist you further, please contact me.

Regards,

Ashley Deans Bauer

Community Relations Coordinator
Harnett County Manager's Office

SUBGRANT CONTRACT

GRASSROOTS ARTS PROGRAM SUBGRANT CONTRACT FY 2020-2021

THIS AGREEMENT, made by and between the County of Harnett and Town of Angier

WITNESS THAT

WHEREAS, the County of Harnett with the aid of the North Carolina Arts Council, desires to award the grant described on the enclosed Grant Notice subject to the availability of funds from the North Carolina General Assembly.

NOW THEREFORE, by signing the Agreement the Grantee agrees to and will comply with the terms and conditions set forth below and in the enclosures to this contract.

The Grantee must match this grant according to the project budget shown in the application or any subsequent approved revision of that budget. Any revised budget must be attached to this contract and approved by the County of Harnett before this contract is valid.

The Grantee must designate \$2,500 of the grant award to be used towards the multicultural requirement by hiring artists or ensembles of racial and cultural diversity to conduct your approved project.

The Grant Notice with any stipulations, the instructions and the grantee requirements outlining administrative procedures, acknowledgement standards and compliance conditions are enclosed as a binding part of this contract. Acceptance of this award constitutes an obligation upon the Grantee to fulfill the terms of this contract and its enclosures.

IN WITNESS WHEREOF, the County of Harnett and the Grantee have executed this Agreement as of the date attested by the County of Harnett below.

Signature of Subgrantee Authorizing Official

Date Signed

Typed or Printed Name and Title of Subgrantee Authorizing Official

Signature of Subgrantee Contact Person

Date Signed

Typed Printed Name and Title of Subgrantee Contact Person

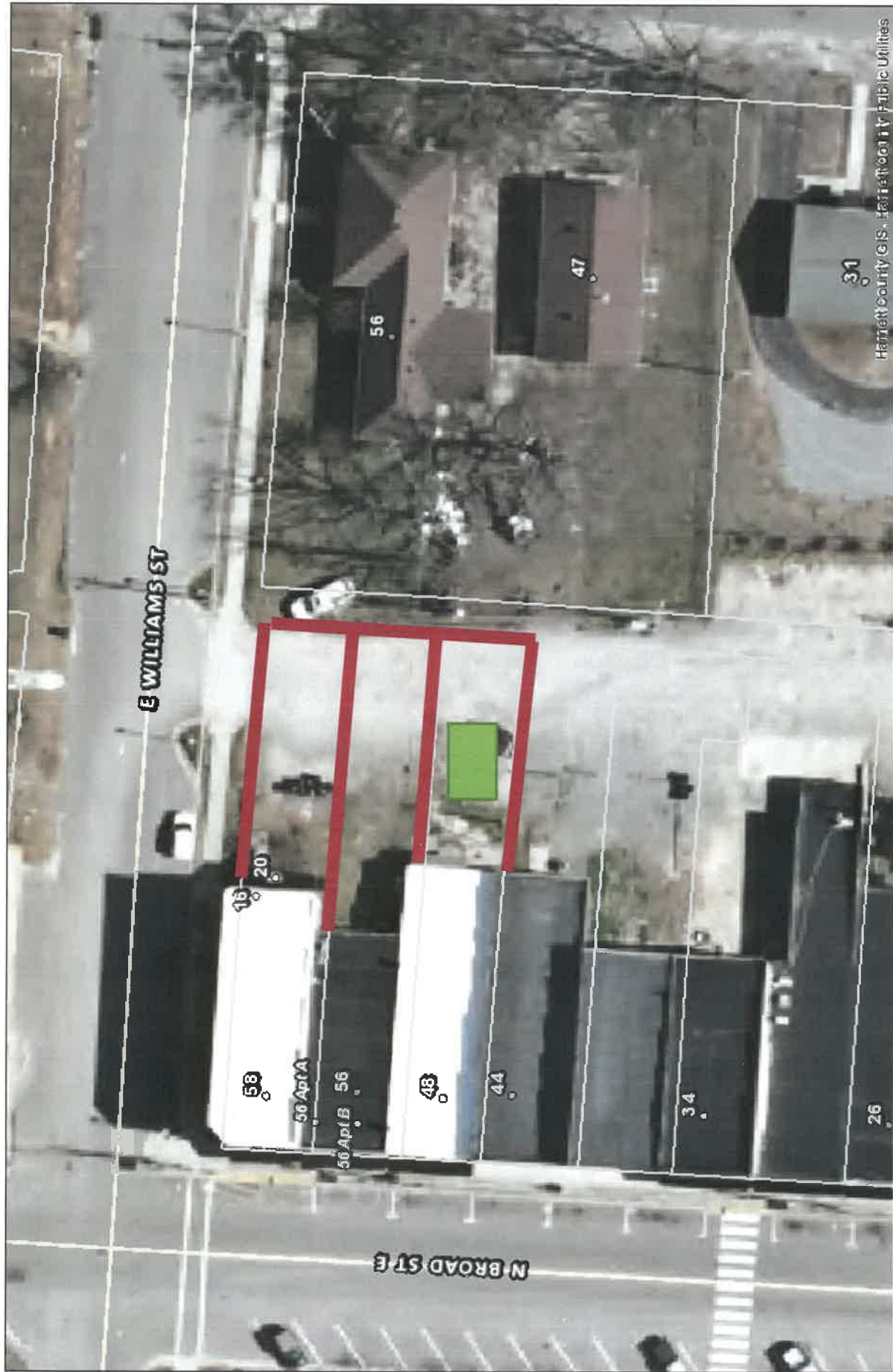
ATTEST

Authorizing Official, County of Harnett

Date Executed

Parking Lot Project

Harnett GIS



Harnett County
NORTH CAROLINA

GIS/E-911 Addressing
February 2, 2021

Recycle Center

Landfills

Surrounding County Boundaries

Federal Property

City Limits

Harnett County Boundary

Address Numbers

Airport

Major Roads

Interstate

NC

US

Roads

Mile_Markers

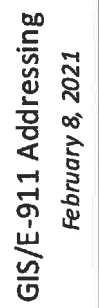
Railroad

Parcels

0 20 40 80 feet


1 inch = 47 feet

Property Donations



Harnett GIS





Harnett County
NORTH CAROLINA

GIS/E-911 Addressing
February 5, 2021

Recycle Center

Landfills

Surrounding County Boundaries

Federal Property

City Limits

Harnett County Boundary

Address Numbers

Force Main

Gravity

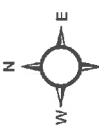
Service Laterals

StepFM


Sewer Main

Force Main

Lilington Sewer



N
W E
S



0 40 80 160 Feet

1 inch = 94 feet