



## Town of Angier

[www.angier.org](http://www.angier.org)

Robert K. Smith  
Mayor

Gerry Vincent  
Town Manager

Veronica Hardaway  
Town Clerk

### BOARD OF COMMISSIONERS WORKSHOP

October 19, 2021

6:30pm

**Pledge of Allegiance**

**Invocation**

**Approval of Agenda**

#### **Old Business Items:**

1. Town Hall Logistics (Options) Gerry Vincent
  - a. Former Ferrell Gas Building-Police
  - b. Board Room-Admin., HR, Planning, & Finance
  - c. Parks & Recreation Office Building-Planning
  - d. Public Works Complex-Administration

#### **New Business Items:**

1. R-5705 Municipal Agreement-55 Bypass Sean Johnson
2. Annex Building Relocation Proposal Jimmy Cook
3. Tanglewood Subdivision-Water Connection Discussion Jimmy Cook/Sean Johnson

OLD BUSINESS ITEM #1

## Gerry D. Vincent

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**From:** Heather V. Keefer  
**Sent:** Thursday, October 14, 2021 8:52 AM  
**To:** Sean A. Johnson; Gerry D. Vincent  
**Subject:** Building Floor Plans  
**Attachments:** P&R Building.pdf; Existing Library Conditions with Admin and Planning.pdf

### Parks and Recreation Building - Proposed Desk Arrangement – Planning:

Desk A: Emily  
Desk B: Shannon  
Desk C: Sean  
Desk D: Heather

### Public Works Building - Proposed Desk Arrangement –Admin:

Desks E: Melissa  
Desk F: Veronica  
Desk G: Gerry

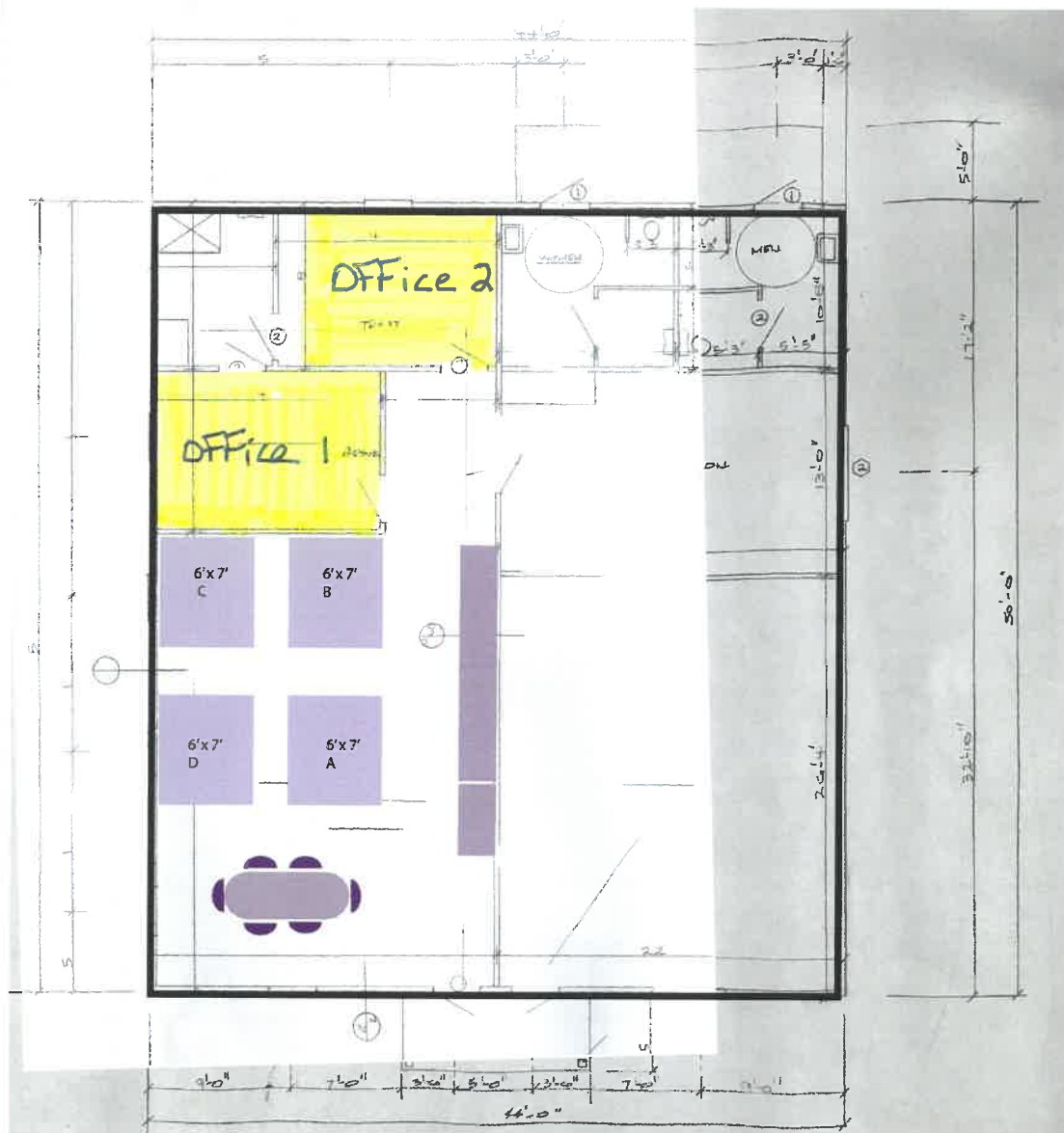
### Board Room/Library Building - Proposed Desk Arrangement – Planning/Admin:

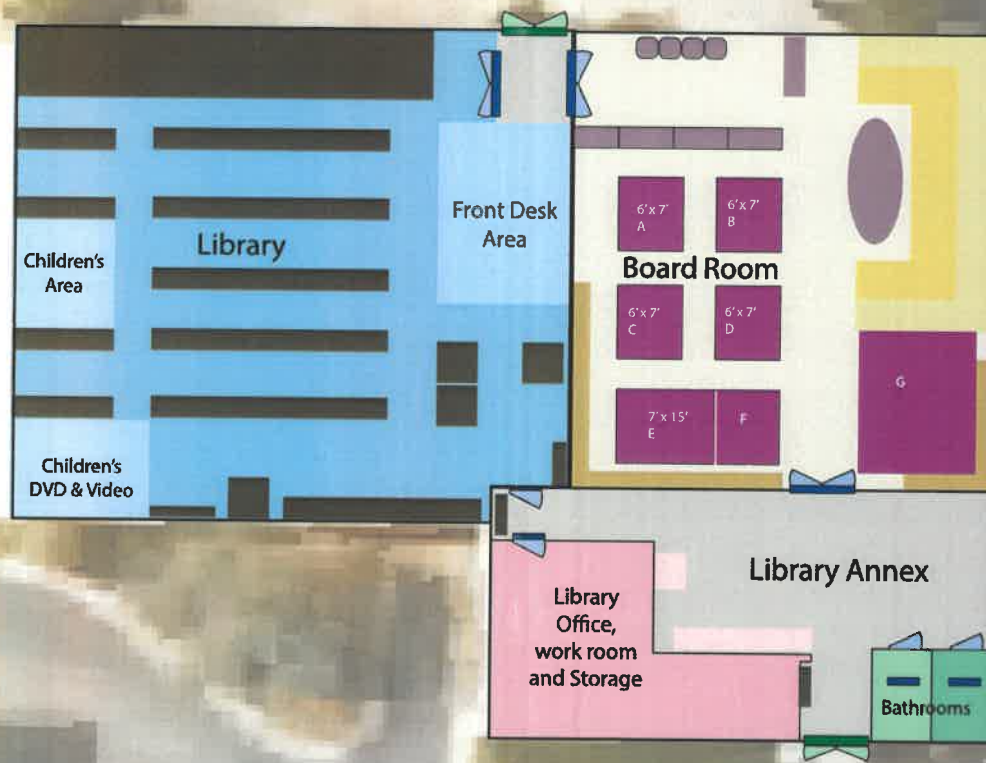
Desk A: Emily  
Desk B: Shannon  
Desk C: Sean  
Desk D: Heather  
Desks E: Melissa  
Desk F: Veronica  
Desk G: Gerry

### **Heather Keefer** **Community Development Coordinator**



Town of Angier  
55 N. Broad St., PO Box 278  
Angier, NC 27501  
office 919-331-6713  
fax 919-639-6130  
email [hkeefe@angier.org](mailto:hkeefe@angier.org)  
visit us at [www.angier.org](http://www.angier.org)





Acoustical Ceilings

Acoustical Wall Panels

Carpet



**SOUTHEASTERN  
INTERIORS**

P 910.893.8486 | F 910.814.0036  
PO Box 4200 Buies Creek, NC 27506  
www.southeasterninteriors.com

Resilient Floors

Hardwood Flooring

Ceramic Tiles

Proposal Submitted To:

**Town of Angier**

Phone:

**0**

Date of Proposal:

**7-Oct-21**

Street:

**0**

Job Name:

**Angier Maintenance Facility Renovation**

City, State, Zip:

**0**

Job Location:

**Angier, NC**

Attention:

**Brandon Johnson**

Date of Plans:

**N/A**

Fax:

**twaddell@embarqmail**

**We hereby submit specifications and estimates for:**

Close in 14'x14' Garage Door

Install (2) Exterior Windows

Install Metal Stud Framing and Drywall

Install Acoustical Ceiling Grid and Tile

Install Armstrong Natural Creations LVT and 4 " Rubber Base

Install (4) Interior Hollow Metal Frames and Doors to Match Existing w/ Hardware

Painted Walls

No Electrical or Plumbing Included in Proposal

Trash Dumpster Included

*Permits by the Town*

**Notes:**

Wire Supports for Electrical and H.V.A.C. Equipment to be Installed By Each Responsible Tradesmen  
Trash to go into General Contractor's Dumpster

We propose hereby to furnish material and labor-complete in accordance  
with above specifications, for the sum of:

**\$54,770**

**Payment to be made as follows:** Accounts over 30 days will accrue interest at the rate of 1 1/2% per month (18% APR)

Authorized Representative:

**MICHAEL WEAVER**

[Michael@si-nc.com](mailto:Michael@si-nc.com)

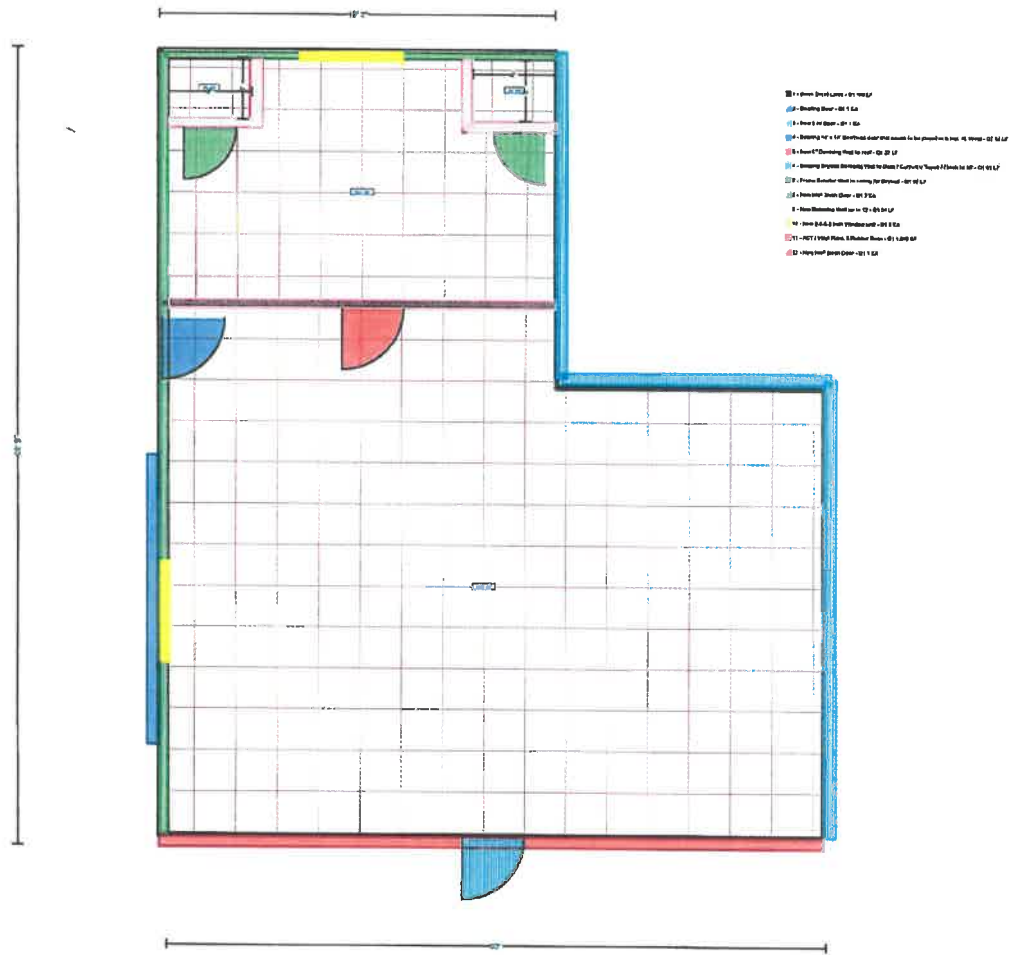
Note: This proposal may be withdrawn by us  
if not accepted by : \_\_\_\_\_

**PROPOSAL ACCEPTANCE**

The above prices, specifications, and conditions are satisfactory and are hereby  
accepted. Southeastern Interiors is authorized to do the work as specified.  
Payment will be made as outlined above.

**Signature:** \_\_\_\_\_

**Date of Acceptance:** \_\_\_\_\_













NEW BUSINESS ITEM #1



## Board of Commissioners Agenda Report

55 N Broad Street W.  
PO Box 278  
Angier, NC 27501  
[www.angier.org](http://www.angier.org)

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**MEETING DATE:** October 19, 2021  
**PREPARED BY:** Sean Johnson  
**ISSUE:** NCDOT Municipal Agreement  
**CONSIDERED:**  
**DEPARTMENT:** Planning & Inspections

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**SUMMARY OF ISSUE:** The NC Department of Transportation has requested the execution of the attached Municipal Agreement for the NC 55 Bypass Project. Staff has worked with NCDOT in recent months to discuss the agreement and, along with the Town Attorney, we can recommend approval of the agreement.

**FINANCIAL IMPACT:** N/A

**RECOMMENDATION:** Direct the Town Manager to execute the NCDOT Municipal Agreement on behalf of the Town.

**REQUESTED MOTION:** See above recommendation.

**REVIEWED BY TOWN MANAGER:**

**Attachments:** NCODT Municipal Agreement

## Executive Summary

The Executive Summary is a summation of this agreement and is not intended to be used as the agreement between the Department (North Carolina Department of Transportation) and the Party (Entity).

**Entity:** Town of Angier

**County:** Harnett, Wake

**TIP / WBS Element:**

**TIP:** R-5705B

**WBS Element:** 46377.3.2

**Scope:** The Project consists of widening NC 55 to multiple lanes, from NC 210 to SR 4809 (Jicarilla Road), in Harnett and Wake Counties, part of which will be on new location.

**Funding:**

**Type:** Non Participation

**Responsibilities:** The Department shall be responsible for all aspects of the project.

**Utilities:** The Town of Angier also requested installation of Town water lines along portions of the R-5705 corridor, which was agreed to by NCDOT Utilities. The betterment cost to the Town of Angier for this work will be handled under a separate Utility Construction Agreement and will not be included in the Municipal Agreement which should cover the other betterments listed below.

**Maintenance:** Upon completion of the project, the Municipality shall be responsible for maintenance.

NORTH CAROLINA

**TRANSPORTATION IMPROVEMENT PROJECT –  
MUNICIPAL AGREEMENT**

HARNETT & WAKE COUNTY

DATE: 8/11/2021

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

TIP #: R-5705B

AND

WBS Elements: 46377.3.2

TOWN OF ANGIER

THIS MUNICIPAL AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Town of Angier, a local government entity, hereinafter referred to as the "Municipality".

**W I T N E S S E T H:**

WHEREAS, the Department has plans to make certain street and highway constructions and improvements within the Municipality under Project R-5705B (46377.3.2) in Harnett and Wake County; and,

WHEREAS, the Department and the Municipality have agreed that the municipal limits, as of the date of the awarding of the contract for the construction of the above-mentioned project, are to be used in determining the duties, responsibilities, rights and legal obligations of the parties hereto for the purposes of this Agreement; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly, including but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS), Section 136-66.1, Section 160A-296 and 297, Section 136-18, and Section 20-169, to participate in the planning and construction of a Project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and,

WHEREAS, the parties to this Agreement have approved the construction of said Project with cost participation and responsibilities for the Project as hereinafter set out.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:



## **SCOPE OF THE PROJECT**

1. The R-5705B Project consists of widening NC 55 to multiple lanes, from NC 210 to SR 4809 (Jicarilla Road), in Harnett and Wake Counties, part of which will be on new location.
2. At the request of the Municipality, and in accordance with the Department's *Pedestrian Policy Guidelines* and *Complete Streets Policy*, the Department shall include provisions in its construction contract for the installation of 5' sidewalks with curb and gutter in several different areas of the Project as well as pedestrian facilities. Said work shall be performed in accordance with the Department's policies, procedures, standards, and specifications, and the following provisions.

## **PLANNING AND DESIGN**

3. The Department shall prepare the environmental and/or planning document, and obtain any environmental permits needed to construct the Project and prepare the Project plans and specifications needed to construct the Project. All work shall be done in accordance with departmental standards, specifications, policies and procedures.

## **RIGHT OF WAY**

4. The Department shall be responsible for acquiring any needed right of way required for the Project. Acquisition of right of way shall be accomplished in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.
5. The Municipality acknowledges the project plans for Project R-5705B will include work within the limits of the Municipality's right of way and agrees to allow the Department access during construction. The Municipality will hold harmless the Department for any and all damages to the value of their property; for any and all claims for interest and costs; for any and all damages caused by the construction of Project, and for the past and future use of said areas by the Department, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.

## UTILITIES

6. It is understood that there are no existing municipally-owned water and sewer lines to be adjusted or relocated at this time; however, the Municipality has requested the installation of water and sewer lines and a separate utility agreement.

## CONSTRUCTION AND MAINTENANCE

7. The Department shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The Department shall administer the construction contract for said Project.

## BETTERMENTS

8. The Municipality has requested the following pedestrian facility betterments as more fully as described below and in Exhibit A. All costs for betterments will be the responsibility of the Department because of the *Complete Streets Policy*.

### Sidewalks

- The Department shall install 5' sidewalks with curb and gutter in several different areas of the project at no cost to the Municipality.

### Pedestrian crossings

- The Department shall install pedestrian crossings in several different areas of the project at no cost the Municipality.

## MAINTENANCE

9. Upon completion of the Project:
  - The Municipality shall be responsible for the maintenance of the new sidewalks with curb and gutter and new pedestrian crossings.
  - The Department shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highways", and departmental criteria.

- The improvement(s) shall be a part of the State Highway System and owned and maintained by the Department.

## **ADDITIONAL PROVISIONS**

10. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.
11. To the extent authorized by state and federal claims statutes, each party shall be responsible for its respective actions under the terms of this agreement and save harmless the other party from any claims arising as a result of such actions.
12. The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
13. All terms of this Agreement are subject to available departmental funding and fiscal constraints.
14. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.
15. The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.
16. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.
17. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration,

Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED upon that the approval of the Project by the Department is subject to the conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

TOWN OF ANGIER

BY: \_\_\_\_\_ BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

"N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(SEAL)

BY: \_\_\_\_\_  
(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

Town of Angier

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
(CHIEF ENGINEER)

DATE: \_\_\_\_\_

APPROVED BY BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_ (Date)

NCDOT is investigating revising this intersection to better accommodate the school and Proposed Development, Sidewalk location may change, however pedestrian accommodations will be made in accordance with NCDOT Policy


### Proposed Development

PROPOSED  
SIDEWALK

$\Delta = 22^{\circ} 01' 54.7" (LT)$ $D = 22^{\circ} 55' 05.9"$ $L = 96.57'$ $T = 40.69'$ $R = 250.00'$
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$\bar{Y}$  = 387.9892  
 $\Delta$  = 42.0888 (LT)  
 $L$  = 98.83  
 $T$  = 48.85  
 $R$  = 1250.00  
 $SE$  = 04  
 $NO$  = 800

NAD 83/NA 2011

PROJECT REFERENCE NO. <b>R-57058</b>		SHEET NO. <b>4</b>	
BY: SHEET NO.			
ROADWAY DESIGN INCHES		HYDRAULICS INCHES	
<b>INCOMPLETE PLANS</b> SEE SEE SEE FOR J/W ADDITION			
<b>DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED</b>			
 <b>IGS</b> ENGINEERS 706 HILLSBOUGH ST., SUITE 200 PALM BEACH, FL 33480 TEL: (561) 772-5887 FAX: (561) 772-5887 CORP. LICENSE NO. E-50273			

**PROPOSED  
SIDEWALK**

BELLEWOOD PARK DR

**MATCHLINE SHEET 13**  
**L- STA. 381+50.00**

MATCHLINE SHEET 22  
-Y8- STA. 13+00.00

MATCHLINE SHEET 15  
--L- STA. 395+00.00

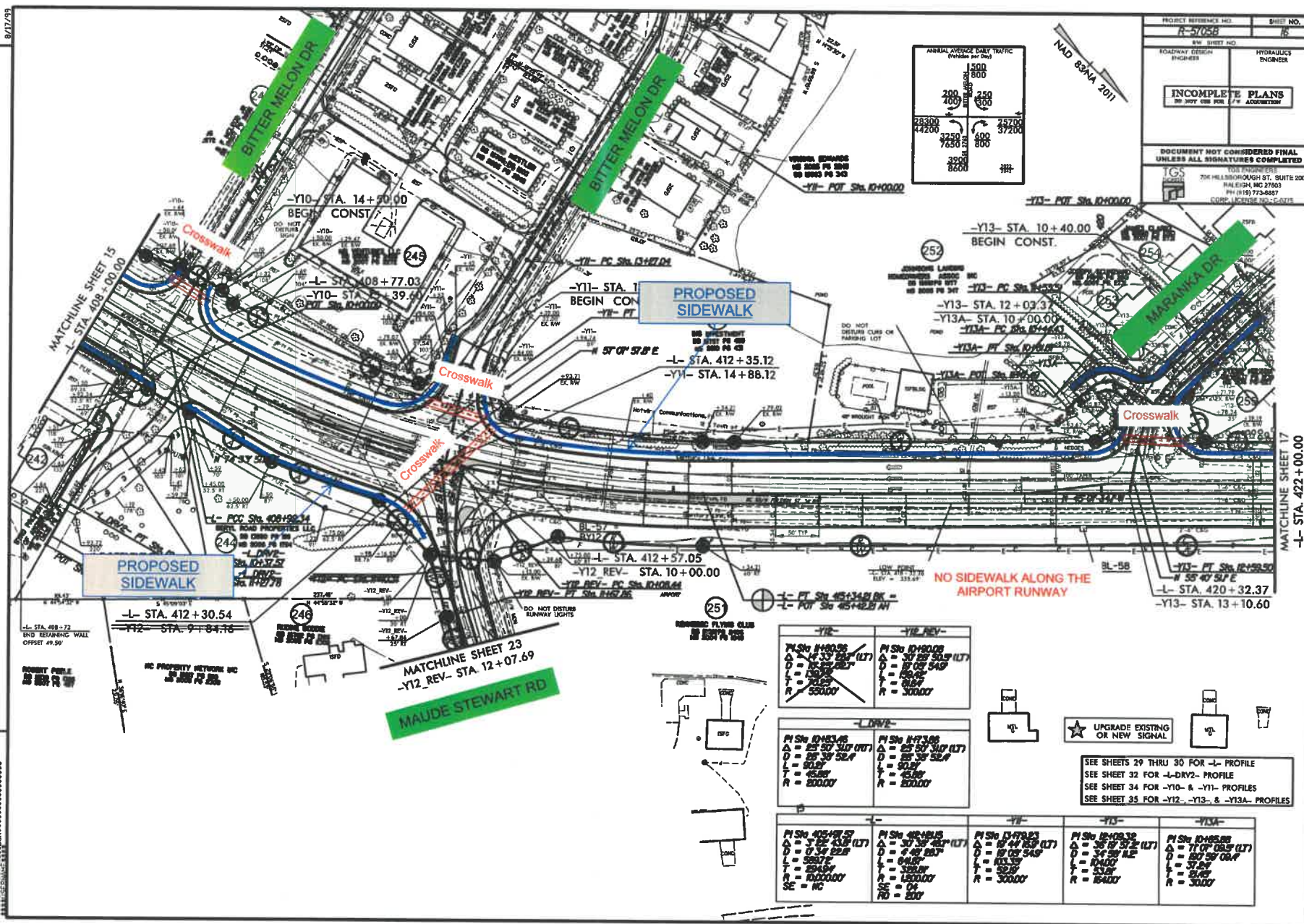
 **NEW SIGNAL**

SEE SHEETS 28 THRU 29 FOR -L- PROFILE  
SEE SHEET 33 FOR -Y8- PROFILE  
SEE SHEET 37 FOR -Y19-, -Y20- PROFILES

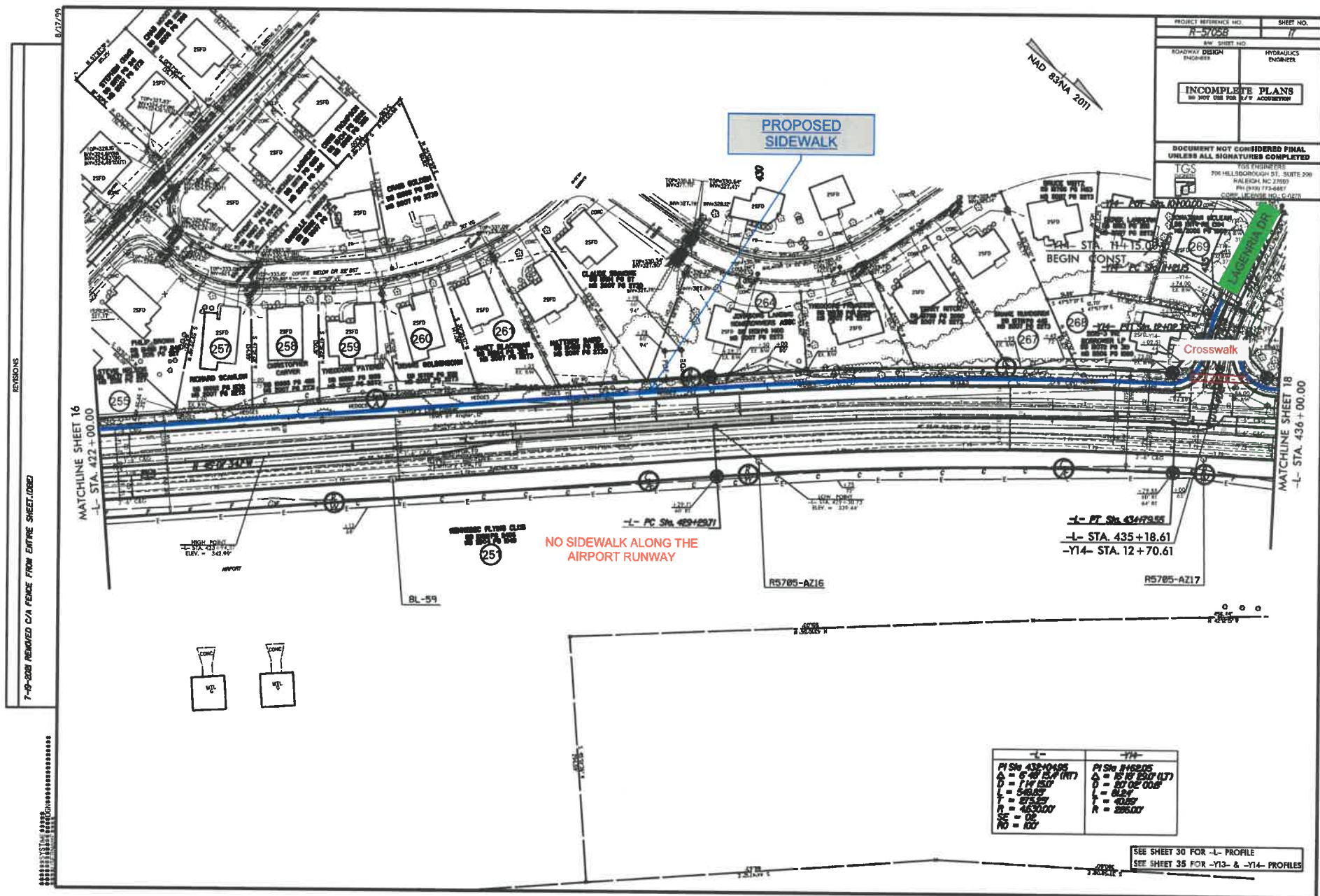


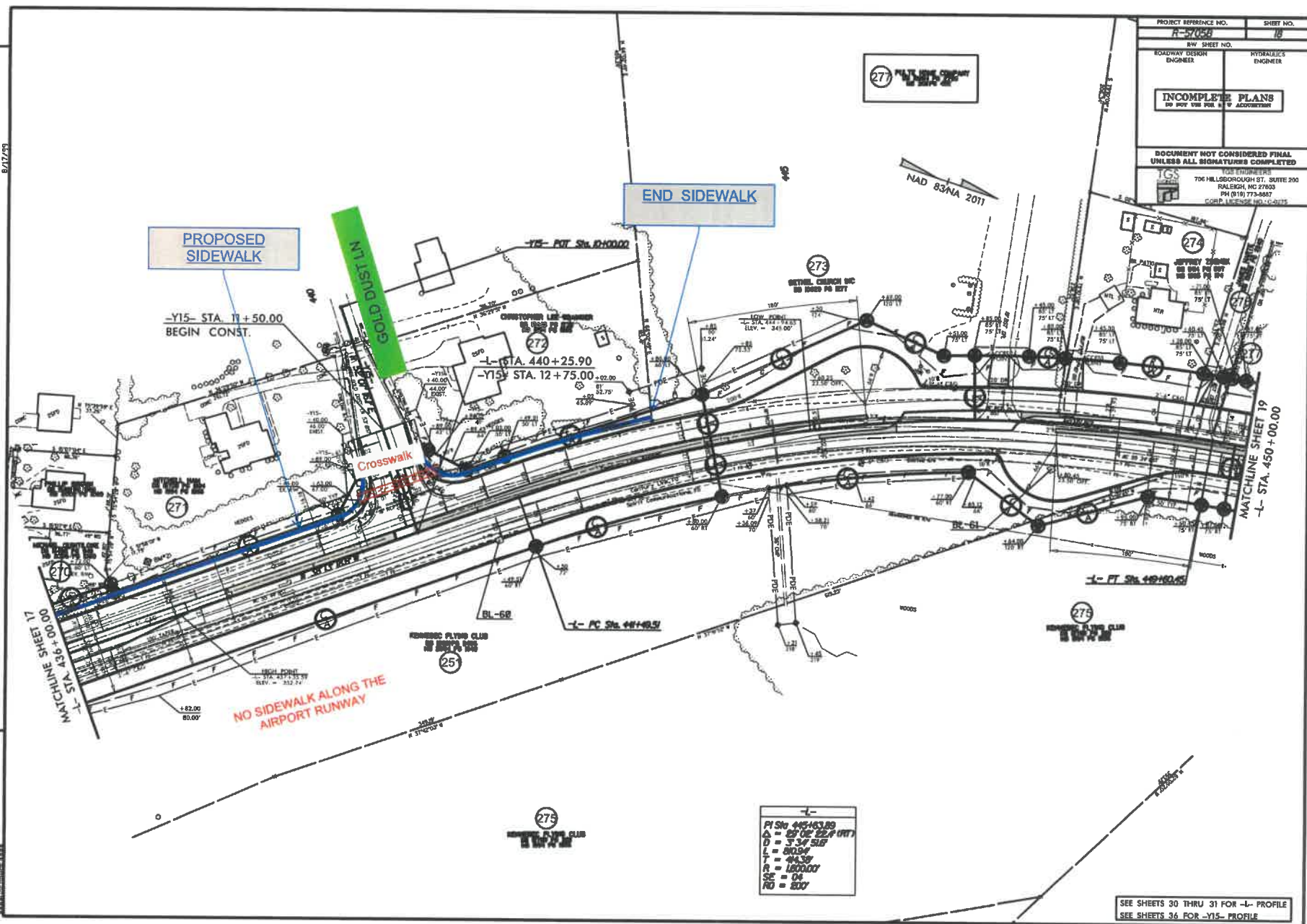












NEW BUSINESS ITEM #2

## Gerry D. Vincent

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**From:** Jimmy Cook  
**Sent:** Friday, October 8, 2021 2:46 PM  
**To:** Gerry D. Vincent  
**Cc:** Brandon Johnson  
**Subject:** Workshop Information Annex building

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Gerry,

Just wanted to give you some information for discussion at the October 19<sup>th</sup> workshop.

We have a price on relocating the Annex building to the Public Works facility at Campbell street for \$65,000.

We have a cost to demo the Annex building and Town Hall for \$15.00 sqft.

The building is 50 x 75 or 3750 sqft. Total cost to demo the Annex is \$56,250.00

So for less than \$10,000, we can relocate the annex to our facility at Campbell street to use for storage of equipment.

If you have any questions please let me know.

Enjoy your vacation and I will see you on the 19<sup>th</sup>.

Jimmy