

Christopher Appel, Senior Staff Attorney

April 23, 2025

Via Email and U.S. Mail

ANGIER MUSEUM
c/o Alan Coats, President
19 West Depot Street
Angier, NC 27501
wacinny@aol.com

Re: Breach of Material Terms of the Nonprofit Funding Contract

Dear Mr. Coats:

I am Senior Staff Attorney for Harnett County and as you are aware, the Angier Museum (hereinafter referred to as the "Recipient") entered into a Nonprofit Funding Contract ("Contract") with the County on June 18, 2024. Among the requirements outlined in the Contract is that the Recipient would comply with the State of North Carolina procurement procedures set forth in Attachment D. Specifically, Recipient is required to follow informal bidding procedures for construction or repair work in the amount of \$30,001 to \$500,000, which requires quotes from three (3) separate firms and to choose the "lowest responsive, responsible bidder" in accordance with N.C.G.S. 143-131(a).

It has recently come to my attention that the Recipient contracted with Black River Woodwork to complete a renovation project at the Angier Museum. Per three invoices received by the County, attached hereto, the total cost of the project was approximately \$49,669.02. Pursuant to Attachment D of the Contract, such a project would have required informal bidding procedures; however, it is my understanding that Recipient failed to receive three (3) quotes. Failure to comply with procurement procedures constitutes a material breach of the terms of the Contract.

This letter serves as written notification of breach in material terms of the Contract. As a courtesy, the Recipient has fifteen (15) days from the date of this letter to provide a response to the notice of breach. If Recipient is unable to provide sufficient proof that it complied with the terms of the Contract, the Contract shall be terminated for cause pursuant to Paragraph 16. If the Contract is terminated, Recipient shall be required to return any unexpended funds to the County. As such, the County demands that the Recipient not spend any further funds until further notice.

Please note that the County reserves all rights, claims and defenses with regard to this matter.

With kind regards, I am

Very truly yours,



Christopher W. Appel

cc: Brent Trout, County Manager, *via e-mail*
Charlie Palocy, Management Analyst/Opioid Task Force Coordinator, *via e-mail*
Thomas Royer, Assistant Staff Attorney, *via e-mail*

Black River Woodwork LLC
574 N Broad St E
Angier, NC 27501
+1 9197574559
blackriverwoodwork@gmail.com

Invoice

20285-12
ITEM 1190

BLACK RIVER
WOODWORK

BILL TO
Angier Museum
19 W Depot St
Angier, NC 27501

INVOICE #	DATE	TOTAL DUE	ENCLOSED
2486	08/13/2024	\$0.00	

DATE	DESCRIPTION	QTY	RATE	AMOUNT
08/13/2024	Museum Remodel Draw	1	10,000.00	10,000.00

You may pay online with a bank account through the link provided, or remit cash or check

PAYMENT
BALANCE DUE

10,000.00

\$0.00

PAID

Black River Woodwork LLC
574 N Broad St E
Angier, NC 27501
+1 9197574559
blackriverwoodwork@gmail.com

Invoice

2028542
ITEM 1191

BLACK RIVER
WOODWORK

BILL TO

Angier Museum
19 W Depot St
Angier, NC 27501

INVOICE #	DATE	TOTAL DUE	ENCLOSED
2479	07/24/2024	\$0.00	

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Museum Remodel Deposit	1	20,000.00	20,000.00

You may pay online with a bank account through the link provided, or remit cash or check

PAYMENT
BALANCE DUE

20,000.00

\$0.00

PAID

Black River Woodwork LLC
 574 N Broad St E
 Angier, NC 27501
 +1 9197574559
 blackriverwoodwork@gmail.com

Invoice

20285-12
 Item 1192



BILL TO

Angier Museum
 19 W Depot St
 Angier, NC 27501

INVOICE #	DATE	TOTAL DUE	ENCLOSED
2487	08/08/2024	\$19,669.02	

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Cabinetry as Drawn	1	19,990.00	19,990.00
	Removal and Disposal of existing shelving systems			
	Bench seat with wood top			
	3 section adjustable shelf tower, Painted			
	2 section adjustable shelf tower, Painted			
	Corner adjustable shelf tower, Painted			
	Base cabinet under Mail Boxes, Oak, Stained to Match			
	Wall shelf in common room, Oak, Stained to match			
	3 shelves with corbels over doors in main room, Painted			
	Finished on site with Catalyzed Lacquer Paint, Satin			
	All solid wood and hardwood plywood construction			
	Restore and Modify 8ft Oak Display Case	1	2,470.00	2,470.00
	Reverse Case, install oak back panels			
	Reverse shelf mounting system, add locks to sliding doors			
	New beveled glass top panels			
	Refinish to match			
	Paint interior 2 museum rooms, caulk wall gaps, Trim, Doors, Walls and Ceiling	1	3,900.00	3,900.00
	SW Cashmere Paint or similar			
	Optional dimmable tape lighting in all shelving units (6 tower sections, wall section over display case)	1	7,800.00	7,800.00
	Other Electrical ESTIMATE (final payment to reflect actual cost)	0	5,900.00	0.00
	Change light fixtures to 8ft straight track lighting with 6 dimmable LED heads per room (2 rooms)			

20285-12 ITEM 1192

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Add outlets throughout 2 main rooms			
	Move outlet in lobby so it will be accessible with display case installed			
	Remediate any exposed unprotected wiring			
	Repair Museum entry door jams and plinths	1	500.00	500.00
	Matching 5ft Display Case	1	3,750.00	3,750.00
	Convert door to table (labor, paint, glass, legs)	1	1,250.00	1,250.00
	Lighting Fixtures	1	735.23	735.23
	Floor Repairs	1	1,833.79	1,833.79
	Electrical Labor	1	6,240.00	6,240.00
	Parts for PO Box (no charge for labor)	1	1,200.00	1,200.00
	Deposit Received, inv 2479	1	-	-
			20,000.00	20,000.00
	Payment Received, check 1085	1	-	-
			10,000.00	10,000.00

You may pay online with a bank account through the link provided, or remit cash or check

BALANCE DUE**\$19,669.02**