

Town of Angier Board of Commissioners
Agenda
June 7, 2016 ~ 7:00 p.m.
Angier Municipal Building

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Invocation**
4. **Approval of the June 7, 2016, meeting agenda**
5. **Introduction of the new Harnett County Sheriff Wayne Coats**

6. **Consent Agenda**

All items on Consent Agenda are considered routine, to be enacted on one motion without discussion. If a Governing Body member or citizen requests discussion of an item, the item will be removed from the Consent Agenda and considered under New Business.

- A. Minutes – May 3, 2016, Town Board Meeting Minutes and the May 16, 2016, Special-Called, Budget Workshop.
- B. Budget Amendments #BOA2016.32 and #BOA2016.33.
- C. Resolution to continue participation in the NC Small Town Main Street Program for 2016 ~ 2017.
- D. Resolution to contract with EnviroLink regarding Utility Management and a Utility Process Review.
- E. Resolution to renew the Engineer Retainer with DM2 Engineering, PLLC.
- F. Proposal for Surveying, Engineering, and Permitting Services for the Rawls Church Road and Atkins Road Water Distribution System Expansion.
- G. Harnett and Wake County Property and Levy Tax Collections.
- H. Potential Contract with Economic Development Specialist Ted Abernathy.

7. **Public Forum**

Each speaker is asked to limit comments to 3 minutes, and the requested total comment period will be 20 minutes or less. Citizens should sign up with the Town Clerk to speak *prior* to the start of the meeting. Please provide the clerk with copies of any handouts you have for the Board. Although the Board is interested in hearing your concerns, speakers should not expect Board action or deliberation on subject matter brought up during the Public Forum segment. Topics requiring further investigation will be referred to the appropriate town officials or staff and may be scheduled for a future agenda. Thank you for your consideration of the Town Board, staff and other speakers.

8. Public Hearings

A. Proposed Budget for the Town of Angier for the 2016 ~ 2017 Fiscal Year.

B. Annexation Petition ~ A Petition for Annexation for the property located on Atkins Road, Fuquay~Varina, approximately 55.635 acres, was submitted by Southern Acres, LLC. (Harnett County PINs #0664-84-0935.00 and 0664-94-1836.000). A Sufficiency of the Petition and a Certification of Results were issued in May; a Date to Set the Public Hearing for tonight was approved in May and advertised appropriately for tonight's meeting.

Following the required Public Hearing, the Town Board will be qualified to consider the Adoption of an Ordinance to Annex the property.

C. Rezoning Request ~ Southern Acres, LLC, has requested the **Rezoning of the aforementioned property**. The proposed site is currently classified with Harnett County as RA~30; however, the property owners request to have the land rezoned as The Town of Angier's R~15.

D. Discussion of The Town of Angier's Water Quality Protection/Backflow Ordinance, Section 17.31.

9. Items for Consideration following the Public Hearings

A. Consider the Adoption of an Ordinance to approve The Town of Angier's 2016 ~ 2017 Budget.

B. Consider the Adoption of an Ordinance to Annex the property on Atkins Road, Fuquay~Varina, as requested by Southern Acres, LLC.

C. Consider the Rezoning Request submitted by Southern Acres, LLC, potentially reclassifying the proposed site for a subdivision from Harnett County's RA~30 to The Town of Angier's R~15 classification.

D. Consider amending The Town of Angier's Water Quality Protection/Backflow Ordinance, Section 17.31.

10. Manager's Report

11. Mayor and Town Board Reports

12. Staff Reports and Informational Items

13. Adjournment



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: June 7, 2016

Item: 5
Introduction

**SUBJECT: Newly Appointed Harnett County Sheriff Wayne Coats
will be welcomed and introduced.**

Newly appointed Harnett County Sheriff Wayne Coats will be introduced to the community.

Sheriff Coats was appointed to his new post March 21, 2016, and administered the oath of office March 22, 2016, following the resignation of former Sheriff Larry Rollins. A 22-year veteran to law enforcement, Sheriff Coats has spent 20 of those years with the Harnett County Sheriff's Office – most recently as Major in Charge of Patrol. He will be fulfilling the remainder of Sheriff Rollins' term, which expires November, 2018.

Please welcome Sheriff Coats to The Town of Angier.

Manager's Comments:



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: June 7, 2016

Item: 6A
Consent Agenda

**SUBJECT: Minutes – May 3, 2016, Board of Commissioners' meeting;
and the May 16, 2016, Special~Called Budget Workshop**

Attached for your review are the minutes taken during the May 3, 2016, Board of Commissioners' meeting; and the May 16, 2016, Special~Called Budget Workshop.

Manager's Comments:

**Town of Angier
Board of Commissioners'
Minutes
Tuesday, May 3, 2016, 7 p.m.
Angier Municipal Building**

The Town of Angier convened during a regularly scheduled Board of Commissioners' meeting Tuesday, May 3, 2016, in the Board Room inside the Municipal Building at 28 North Raleigh Street.

Members Present: Mayor Lewis W. Weatherspoon
Mayor/Pro Tem Commissioner Bob Smith
Commissioner Jerry Hockaday
Commissioner Craig Honeycutt
Commissioner Alvis McKoy

Staff Present: Town Manager Coley B. Price
Police Chief Bobby Hallman
Public Works Director Jimmy Cook
Planning and Permitting Technician Sean Johnson
Librarian Amanda Davis
Town Clerk Kim Lambert

Others Present: Planning Board Chairman Everett Blake
Planning Board Vice-Chairman Tom Taylor
Planning Board Members Lee Marshall and
Paul Strohmeyer
Tyler Douglas represented *The Daily Record*

2. Mayor Weatherspoon presided, calling the Board of Commissioners' meeting to order at 7 p.m.
3. Commissioner Alvis McKoy led the pledge of allegiance and offered the invocation.
4. **Approval of the May 3, 2016, meeting agenda:** There were no changes or corrections made to the Agenda.

Board Action: The Board unanimously voted to approve the May 3, 2016, Agenda as presented. (Attachment #1).

Motion By: Commissioner Smith
Seconded By: Commissioner Hockaday
Vote: Unanimous, 4~0

5. **Consent Agenda:** The Board unanimously voted to approve the Consent Agenda as presented.

- A. Minutes ~ April 5, 2016, Town Board Meeting Minutes and the April 26, 2016, Special~Called, Economic Vision Forum. (Attachments #2 and #3).
- B. Budget Amendments #BOA2016.31. (Attachment #4).
- C. Agreement ~ Harnett County Fire Prevention Code Enforcement Municipal Agreement with the Town of Angier. (Attachment #5).
- D. Agreement ~ Harnett County Building Inspection Services Agreement with the Town of Angier. (Attachment #6).
- E. Proclamation designating Thursday, May 5, 2016, as National Day of Prayer within The Town of Angier. (Attachment #7).

Board Action: The Board unanimously voted to approve all items considered under the Consent Agenda.

Motion By: Commissioner Honeycutt
Seconded By: Commissioner Hockaday
Vote: Unanimous, 4~0

6. **Public Forum:** Mayor Weatherspoon provided an opportunity for audience members who wished to address the Board of Commissioners on topics in some way related to the Town of Angier and issues *not* listed on the Agenda.

Chrystina Sheppard from the Windsor subdivision approached the Town Board, explaining that she was concerned because some of the information presented to the Board and residents, she felt, was inaccurate. Mrs. Sheppard referred to the income limit Mike Weaver from The Pendergraph Companies, LLC, mentioned during the April Planning Board meeting. He had estimated potential Tippet Place residents could have an income level between \$ 55,000 to \$ 60,000 per year. She also said the deadline Mr. Weaver stated ~ May 1, 2016 ~ was inaccurate based on data she had investigated since the last meeting. Mrs. Sheppard said that she was upset that "the Town Board and the townspeople had been lied to."

Seeing no one else come forward, Mayor Weatherspoon closed the public forum.

7. **New Business:**

- A. Mr. Price told the Town Board that the Town Clerk, on behalf of the Governing Board, had investigated and confirmed the Sufficiency of the Petition submitted by Southern Acres, LLC. The proposed site requested for annexation is 55.635 acres, located on Atkins Road near the Wake/Harnett line (Harnett County PINs #0664-84-0935.000 and 0664-94-1836.000.) Since its Certification of Sufficiency, the Town Board, per the General Statute, considered and approved adopting a Resolution to Fix the Date for a required Public Hearing during its June 7, 2016, Board of Commissioner's meeting.

Board Action: The Board unanimously voted to adopt a Resolution to Fix the Date for a required Public Hearing during its June 7, 2016, Board of Commissioners' meeting.

Motion By: Commissioner McKoy
Seconded By: Commissioner Hockaday
Vote: Unanimous, 4~0

- B. Since the previous month's Public Hearing and the tabling of consideration, the Board readdressed the rezoning request by Penco Land Company (The Pendergraph Companies, LLC). The applicant had addressed the Board in April, requesting to rezone a 19.85-acre property located near the intersection of Tippet Road and NC 55/742 S. Raleigh Street from its current allocation of R-15 to CZ-R-6. The development company had proposed building a 68-unit, multi-family apartment community.

Mayor Weatherspoon said that, since the April Board meeting, he had spent countless hours studying the request for the conditional use rezoning of the property on Tippet Road, he had studied the Town's current Land~Use Plan and had researched previous Town Board sessions where visions for the future had been discussed.

He told the audience, "As a general consensus, we ~ as a Board ~ are looking for orderly growth according to the Land~Use Plan, the Comprehensive Transportation Plan and the review and potential revision of our Unified Development Ordinance. It is my belief that we are looking for sensible, planned growth as a part of the Land~Use planning process." He said he also believed the Town "was not ready to add more high~density residential units without considering it as part of the Land~Use Plan."

The mayor said, "It is, therefore, my belief that this request is contrary to the current Land~Use Plan."

Mayor Pro Tempore Bob Smith said the Board "had heard the evidence in the hearing" and felt that it was apparent "that the Board needed to address high~density residential as a part of the consideration of changes needed for the Land~Use Plan." He made a motion to deny the rezoning request by Penco Land Company, LLC, to which Commissioner McKoy seconded.

Board Action: The Board unanimously voted to *deny* the rezoning request by Penco Land Company (The Pendergraph Companies, LLC).

Motion By: Commissioner Smith
Seconded By: Commissioner McKoy
Vote: Unanimous, 4~0

The audience broke out in applause. The mayor granted a three~minute break, allowing approximately 100 attendees to leave the Board Room following the vote.

When the meeting resumed, Planning & Permitting Technician Sean Johnson introduced the three staff~recommended text amendments. Mayor Weatherspoon then closed the regular meeting to open the Public Hearing portion of the meeting.

8. Public Hearings

A. Three (3) Staff~Recommended Text Amendments:

1. **Revising the Review Requirements for Minor Subdivisions, Chap. 11, Section 11.1.** Mr. Johnson explained that this amendment would alleviate the need for a Technical Review Committee meeting for applicants requesting (1~2 lot) minor subdivisions.
2. **Revising the Sign Design and Area Requirements, Chap. 10, Sections 10.2.1 and 10.2.2.** Mr. Johnson said that amending the sign design requirements would permit Town officials to determine whether downtown businesses comply with the current color theme.
3. **Churches to Build Non~Residential Structures in Residential Zones, Chap. 4, Section 4.11.** After questions from Angier Attorney Phil Fusco and Mayor Tempore/Attorney Bob Smith, the Board recommended removing this potential amendment from consideration until the verbiage has been tweaked and its intention clarified. (All three aforementioned Staff~Recommended Text Amendments were approved for recommendation by the Angier Planning Board in April).

Mayor Weatherspoon closed the Public Hearing. The Town Board then voted on the two remaining Text Amendments (Numbers 1 and 2, above).

Board Action: The Board unanimously voted to approved Text Amendments Numbers 1 and 2, above.

Motion By: Commissioner Honeycutt

Seconded By: Commissioner Hockaday

Vote: Unanimous, 4~0

Mayor Weatherspoon reopened the Public Hearing to discuss additional items.

B. 1. A Text Amendment Request to Reduce the Required Distance between a Bar and Residential Structures, Chap. 4, Section 4.8.5.

Patricia Lambert of 2272 Neill's Creek Road, Lillington, was the applicant requesting the Text Amendment to Chapter 4, Section 4.8.5. She had hoped to open a bar at 149 Logan Court, Unit D; however, the current Town Ordinance restricted that stating, *"Nightclubs and bars shall not be located within 1,000 feet of a residential structure or park, unless permitted as part of a live/work development."* Ms. Lambert had requested amending the Ordinance from "1,000 feet" to "500 feet." The applicant's spouse, Allen Lambert, and prospective business partner, Cliff Berry, addressed the Town Board, explaining their desire to open a bar whose clientele would include locals and service veterans. (The aforementioned Text Amendment recommendation from the Angier Planning Board was *denied* during its April meeting.)

Mr. Johnson explained that if the Text Amendment request were approved, a Special-Use Permit would then be required prior to the bar opening. The mayor reminded the Town Board that if they approved the Text Amendment, the restriction would be applicable to all future bars or nightclubs planning to locate within the General Commercial district. The mayor asked if any of the three had been cited for illegal activity regarding the sale of alcohol. Mr. Berry said that he had been cited for selling alcohol without a license and was due in court the following month.

Mayor Weatherspoon closed the Public Hearing. The Town Board then voted on the Text Amendment request.

Board Action: The Board unanimously voted to *deny* the applicant's request, and to keep the 1,000 foot requirement stated in the Ordinance.

Motion By: Commissioner McKoy

Seconded By: Commissioner Hockaday

Vote: Unanimous, 4~0

Mayor Weatherspoon reopened the Public Hearing to discuss a potential change in the Harnett County and Town Ordinance regarding "Dangerous Dogs."

- C. 1. **Harnett County Animal Control Official proposing a Text Amendment to the Harnett County Animal Control Ordinance and the corresponding section of the Town of Angier's Code of Ordinances, Section 4~10(a).** Steve Berube, Program Manager from Harnett County Animal Services, recommended slightly changing its Ordinance. He recommended adding to the phrase, "...dog who has been deemed potentially dangerous or dangerous by Harnett County Animal Services and any other Animal Services agency in the State of North Carolina." Mr. Berube had been granted approval by Erwin and Lillington municipalities to make the slight change.

Audience member Chrystina Sheppard asked if the Ordinance could potentially hinder the rescue of dogs. She said she had friends actively involved in the rescuing of dogs and feared deeming a dog dangerous or potentially dangerous who may be rehabilitative could discourage the rescue process. Mr. Berube said, during his 15 years with Animal Control, only three dogs had been deemed dangerous and that their handling and/or subsequent appeal of deeming dogs potentially dangerous must comply with General Statutes set forth by the General Assembly.

Audience member Clint Adams of 349 Tippet Road asked if a dog is deemed potentially dangerous in one county within the State, whether it would be classified as potentially dangerous in others. Mr. Berube said that Animal Service agencies notify other agencies statewide as to the deeming of potentially dangerous animals.

Mayor Weatherspoon closed the Public Hearing. The Town Board then voted on the Harnett County/Town of Angier Text Amendment request.

Board Action: The Board unanimously voted to approve the text amendment.

Motion By: Commissioner Honeycutt

Seconded By: Commissioner Smith

Vote: Unanimous, 4~0

Mayor Weatherspoon reopened the Public Hearing to discuss a potential voluntary annexation into The Town of Angier.

D. 1. An Ordinance to (Voluntarily) Annex.

Mr. Price updated the Town Board, reminding them that a Petition for Annexation for the property located at 1501 N. Raleigh Street had been submitted by Linderman Properties, LLC. (Harnett County PIN #0674-57 5493). Following the required Public Hearing, the Town Board would be eligible to adopt the Ordinance to Annex the 10.865 acre parcel. Mr. Price verified that the Sufficiency of the Petition and a Certification of Results required had been issued in April and that the Public Hearing had been properly advertised.

Seeing no one come forward, Mayor Weatherspoon closed the Public Hearing. The Town Board then voted on the Voluntary Annexation Request by Linderman Properties, LLC.

Board Action: The Board unanimously voted to *approve* the Ordinance for Voluntary Annexation by Linderman Properties, LLC.

Motion By: Commissioner Smith

Seconded By: Commissioner Honeycutt

Vote: Unanimous, 4~0

Mr. Price said that the Ordinance would be recorded after appropriate signatures had been secured and that all required agencies would be notified regarding the Annexation accordingly.

9. Manager's Report

- Mr. Price reminded the Board of the National Day of Prayer recognized Thursday at the Jack Marley Park beginning at 7:30 a.m.
- He said, starting Saturday, the Town would host Free Movies and Concerts in Depot Square/Ellington Grounds.
- The Harnett County Arts Council was to meet Monday, May 9, 2016, at 5:30 p.m.
- Coats and Angier Elementaries were to host artists funded by the NC Arts Council in May.
- The Angier Lions Club was hosting its semi-annual Bingo Night Saturday, May 14, at 6 PM inside the Angier Depot.
- The Budget Workshop was slated for Monday, May 16, 2016, at 6:30 PM.

- He and the mayor were to attend the 2016 State of the RTP Region Conference with Harnett County officials Thursday, May 19, 2016 ~ 7 ~ 10 AM.
- The first Free Concert~in~the~Square was to be hosted Friday, May 20, 2016, from 7 PM to 8:30 PM featuring Duke University Jazz Professor, John Brown and his Quintet.
- The Arts Council was to reconvene Monday, May 23, 2016, at 6 p.m. to hear the results from its Harnett County Folklife Survey by State Arts Council contractors.
- The last Free Concert~in~the~Square series was to be Friday, May 27, 2016, at 7 PM featuring The Moonlighters' Orchestra.
- Town Offices were to close Monday, May 30, 2016, in observance of Memorial Day.
- This year's BikeFest was to be Saturday, June 4, 2016.
- This year's Town Hall Day will be Wednesday, June 8, 2016.
- He provided an update on the following events that have taken place:
 - Harnett County Parks and Rec's Free Movie~in~the~Depot April 15, 2016.
 - He and the mayor attended the NC Tomorrow Summit April 18 and 19, 2016.
 - The Economic Vision Forum facilitated by Liz Parham, NC Main Street Director from the NC Department of Commerce April 26, 2016.
 - Operation Inasmuch observed April 30, 2016.
- Public Works Director Jimmy Cook discussed the Town's Backflow situation, estimating that 80 local residents and/or businesses have Backflow Assemblies. He said that six of the 10 Backflows tested this year had failed to pass inspection, suggesting that the Town begins testing the Assemblies each year versus every three years. He consented to sending letters out to the approximate 80 who have Assemblies and to discuss the issue at length during a Public Hearing at the June 7, 2016, Board of Commissioners' meeting.

10. **Adjournment:** The Board voted unanimously to adjourn the meeting at 8:14 PM.

Motion By: Commissioner Smith
Seconded By: Commissioner Hockaday
Vote: Unanimous, 4~0

 Lewis W. Weatherspoon, Mayor

Attest: _____
 Kim Lambert, Town Clerk

Town of Angier Board of Commissioners'
Special-Called, Budget Workshop
May 16, 2016 ~ 6:30 p.m.
Angier Municipal Building
Minutes

The Town of Angier Board of Commissioners convened during a special-called Budget Workshop Tuesday, May 16, 2016, in the Board Room inside the Municipal Building at 28 North Raleigh Street.

Members Present: Mayor Lewis W. Weatherspoon
Mayor/Pro Tem Commissioner Bob Smith
Commissioner Jerry Hockaday
Commissioner Craig Honeycutt

Members Absent: Commissioner Alvis McKoy

Staff Present: Town Manager Coley B. Price
Town Engineer Bill Dreitzler
Public Works Director Jimmy Cook
Police Chief Bobby Hallman
Finance Director Vanessa Young
Angier Librarian Amanda Davis
Planning and Permitting Technician Sean Johnson
Town Clerk Kim Lambert

Staff Absent: Parks and Recreation Department Derek McLean

Others Present: There was no representation from *The Daily Record*

A quorum was established as the Mayor and three Board members attended the May 16, 2016, Budget Workshop.

2. Mayor Lewis W. Weatherspoon presided, calling the Budget Workshop to order at 6:30 p.m.
3. The mayor led the pledge of allegiance.
4. Commissioner Bob Smith offered the invocation.

Presentation of the Preliminary 2016 ~ 2017 Budget:

Mayor Weatherspoon yielded to Town Manager Coley Price who prefaced the Budget presentation by saying staff members had been faced with "a number of challenges while trying to maintain a balanced budget." He said that, thanks to the Town Board's "strong leadership and excellent team, it has managed to maintain a strong fund balance during tough economic times."

The recommended budget for the 2016 ~ 2017 General Fund is \$ 3,271,232, a 5.75 percent increase over the 2016 fiscal year. The recommended budget from the Water/Sewer operating budget is \$ 2,898,941, a 28 percent increase over the 2016 fiscal year.

The Board reviewed each section of the Preliminary 2016 ~ 2017 Budget, defining which expenses have been allocated to the General Fund, the Utility Fund, the Powell Bill and/or Capital Project Funds. It was recommended that the Town retain its current tax rate of 53 cents per \$100 of valuation, which has not increased since 2006.

During this year's budget preparation, the staff has shown only a moderate to no growth rate in addition to a modest revenue projection with an expected decline in the number of single-family homes being constructed in the coming fiscal year. Proposed calculations for the 2016 ~ 2017 year will be based on the construction of 12 homes.

Department heads submitted their respective expense requests for the coming year.

Mr. Price's recommendations for the General Fund expenditures include, in the Street Department, purchasing a \$ 30,000 truck; pouring concrete for the Campbell Street building for \$ 15,000; and installing storage bays and garage doors at the Campbell Street building for \$ 20,000.

For the Police Department, officials are considering hiring an architect to remodel the annex for police, \$ 25,000.

For the Parks and Recreation Department, Mr. Price recommended purchasing composite board materials for \$ 28,000 at the Jack Marley Park's walking trail bridge and \$ 16,500 to extend the berm at Williams and North Hickory Streets.

A recommended increase in professional fees were to include contracting with Economic Development Specialist Ted Abernathy; updating the Town's UDO; and hiring Land Use and Transportation consultants.

Proposed changes: Recommended water and sewer expenditures for the coming year could entail some major expenses including the installation of a booster pump station for \$ 210,650 at Johnson's Landing; a \$ 400,000 distribution expansion at Rawls Church Road; an estimated \$ 35,000 to upgrade an interceptor line at Neill's Creek; hiring EnviroLink to conduct a water and sewer review for an estimated \$ 15,000; \$ 90,000 to cover engineer design services for the water tank; and a sewer metering station for \$ 15,000.

Because of the exorbitant number of accounts becoming delinquent each month, it was recommended that the first late fee/disconnection rate remain at \$ 35; the second late fee/disconnection rate remain at \$ 50; and charging customers \$ 75 for three or more offenses. Mr. Price recommended a \$ 1 rate increase for in-town residents' water base rate and sewer flat rate, raising the fee to \$ 16.70 and \$ 15.75, respectively. He recommended a \$ 2 rate increase for out-of-town residents' water base rate and sewer flat rate, raising the fee to \$ 33.40 and \$ 31.50, respectively. For annexation applicants, it is suggested that they be required to pay a \$ 250 processing fee in addition to covering all advertising costs involved with the annexation.

Board Action: The Town Board tentatively approved that the suggested budget and minor changes go before the regularly scheduled Tuesday, June 7, 2016, Board of Commissioners' meeting.

Motion: Commissioner Smith
Seconded: Commissioner Honeycutt
Vote: Unanimous, 3 ~ 0

With no further business to discuss for the evening of May 16, 2016, the mayor entertained a motion to adjourn.

Motion: Commissioner Honeycutt
Seconded: Commissioner Smith
Vote: Unanimous, 3 ~ 0

The May 16, 2016, Board of Commissioners' meeting was adjourned at 8:51 PM.

Lewis W. Weatherspoon, Mayor

ATTEST:

Kim Lambert, Town Clerk

Addendum pages as referenced in these minutes follow and are a part of the official record



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: June 7, 2016

**Item: 6B
Consent Agenda**

SUBJECT: Discussion of potential Budget Amendments #BOA2016.32 and #BOA2016.33.

For your consideration are potential Budget Amendments #BOA2016.32 and #BOA2016.33.

Budget Amendment #BOA2016.32 is to allocate funding for the purchase of banners, planters, and lights for the alleyways in the downtown business area.

Budget Amendment #BOA2016.33 is to cover unassociated, end-of-fiscal-year miscellaneous expenses.

Manager's Comments:



Town of Angier

Budget Amendment #BOA2016.32

Date: June 7, 2016

Account Number	Line Description	Revenues		Expenditures	
		Increase	Decrease	Increase	Decrease
10-9004-0035	Downtown Beautification			20,000	
10-3001-0035	Fund Balance Appropriated	20,000			

Explanation: To budget funds to purchase banners, planters and lights for alleyways in the downtown area.

Approved

Coley B. Price – Town Manager

Reviewed

Vanessa W. Young – Interim Finance Officer

Approved

Lewis W. Weatherspoon - Mayor

Attested

Kimberly Lambert – Town Clerk



Town of Angier

Budget Amendment #BOA2016.33

Date: June 7, 2016

Account Number	Line Description	Revenues		Expenditures	
		Increase	Decrease	Increase	Decrease
10-9004-0011	Telephone			6,500	
10-9004-0015	Building Maintenance			3,900	
10-9004-0017	Insurance Deductible Reimbursement			2,500	
10-9004-0052	Dues & Subscriptions			750	
10-9004-0057	Miscellaneous Expense			1,750	
10-9005-0017	Vehicle Maintenance			2,500	
10-9005-0019	Recycle Fees			6,500	
10-9005-0020	Garbage Removal			34,000	
10-9005-0033	Materials & Supplies			1,250	
10-9005-0036	Uniforms			2,500	
10-9005-0059	Landscaping			500	
10-9006-0005	FICA			400	
10-9006-0011	Telephone			5,000	
10-9006-0017	Vehicle Maintenance			2,500	
10-9006-0033	Materials & Supplies			3,000	
10-9006-0036	Uniforms			1,500	
10-9006-0060	Psychological			500	
10-9006-0075	Lease Agreements			1,600	
10-9006-9999	Salaries-Part time			5,000	
10-9008-0002	Salaries-Full time			1,200	
10-9008-0003	Supplemental Retirement			55	
10-9008-0005	FICA			15	
10-9008-0074	Capital Outlay			250	
10-9009-0009	Travel & Meals			2,000	
10-9009-0025	Printing & Publishing			500	
10-9009-0075	Lease Agreements			500	
60-9002-0011	Telephone			1,000	
60-9002-0012	Postage			2,000	
60-9002-0017	Vehicle Maintenance			2,000	
60-9002-0048	Purchases for Resale			45,000	
60-9003-0011	Telephone			500	
60-9003-0013	Utilities-Electricity			2,000	
60-9003-0016	Equipment Maintenance			2,000	
60-9003-0058	Clean Sewer Outfall Expense			1,500	

Account Number	Line Description	Revenues		Expenditures	
		Increase	Decrease	Increase	Decrease
60-9013-0033	Materials & Supplies			500	
60-9013-0034	Chemicals			500	
10-3001-0004	Vehicles Licenses	2,500			
10-3001-0011	ABC Revenue	400			
10-3001-0017	Building Permits	12,000			
10-3001-0019	Magistrate/Officer Fees	350			
10-3001-0023	Planning Fees & Permits	5,000			
10-3001-0024	Interest on Investments	250			
10-3001-0028	Sales of Assets	1,200			
10-3002-0000	DMV Tax Collection	15,000			
10-3007-0007	ABC Revenue - Library	600			
10-3008-0002	Late Fees/Recreation	100			
10-3008-0004	Cheerleading	100			
10-3008-0016	Little League	2,400			
10-3008-0018	Basketball	400			
10-3008-0019	Football	500			
10-3008-0020	Soccer	1,393			
10-3010-0002	Depot Revenues	200			
10-3011-0002	Proceeds from Installments Sales	10,000			
10-3001-0035	Fund Balance Appropriated	34,277			
60-3002-0003	Water Access Fees	21,000			
60-3002-0004	Late Fees/Reconnections	9,500			
60-3002-0013	Water Acreage Fees	17,000			
60-3002-0017	Capacity Fee-Water	9,500			
60-3002-0018	Water Meter Revenue	6,000			
60-3003-0003	Sewer Access Fees	20,000			
60-3003-0006	Sewer Acreage Fees	20,000			
60-3003-0017	Capacity Fee-Sewer	10,000			
60-3003-0007	Fund Balance Appropriated		56,000		

Explanation: End of year clean up amendment.

Approved

Coley B. Price – Town Manager

Reviewed

Vanessa W. Young – Interim Finance Officer

Approved

Lewis W. Weatherspoon - Mayor

Attested

Kimberly Lambert – Town Clerk



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: June 7, 2016

Item: 6C
Consent Agenda

**SUBJECT: Discussion of a potential Resolution for The Town of Angier
to continue participation in the NC Small Town Main Street
Program for 2016 ~ 2017**

For your consideration is a potential Resolution for The Town of Angier to continue its participation in the NC Small Town Main Street Program for the coming year.

Manager's Comments:



Town of Angier

Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

Resolution No.: 010-2016

Date Submitted: June 7, 2016

Date Adopted: June 7, 2016

A RESOLUTION OF THE TOWN OF ANGIER ADOPTING AN AGREEMENT TO CONTINUE PARTICIPATION IN THE NORTH CAROLINA SMALL TOWN MAIN STREET PROGRAM 2016 ~ 2017

WHEREAS; the North Carolina Department of Commerce, Urban Development Division has established a Small Town Main Street Program to provide technical assistance in downtown revitalization, utilizing the "Main Street Four-Point Approach" of Organization, Design, Promotion and Economic Restructuring, to selected small towns in eastern North Carolina; and,

WHEREAS; several towns were selected to receive a more detailed level of service incorporating all of the "Main Street Four Points"; and,

WHEREAS; the Department of Commerce selected the Town of Angier to participate in the program and the Town wishes to continue its participation for an additional year; and,

WHEREAS; both parties agree that a high level of community participation and commitment is required on the part of the Town and community in order to ensure that the program is as successful as possible; and,

WHEREAS; reimbursement for travel related expenses will be required of the Town;

THEREFORE, BE IT RESOLVED; that the Town agrees to continue its participation in the Small Town Main Street Program and to abide by the following conditions:

1. The Town will actively participate in the Small Town Main Street Program for an additional period of no less than twelve (12) months beginning July 1, 2016.
2. The Town will designate a contact person in the community for the technical assistance team to coordinate with in order to provide continuity and leadership for the effort.
3. The Town will continue to maintain a volunteer committee and working subcommittees that are representative of the entire community, to provide focus for the program.
4. The Town will continue its support for the volunteer committee and will assist the committee and team in conducting community projects and any other necessary activities.
5. The Town will cooperate with the Small Town Main Street technical assistance team and support the community vision and plan of action.



Town of Angier

Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

6. The Town will continue to implement the plan of action to the fullest extent possible.
7. The Town will continue to develop and actively participate in local and regional partnerships and networks, and share resources and information gained through the program with other communities in the region.
8. The Town agrees to reimburse the department for any travel-related expenses requested as required.

Adopted by the Angier Board of Commissioners on this the 7th day of June, 2016.

ATTEST:

Lewis W. Weatherspoon, Mayor

Kim Lambert, Town Clerk



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: June 7, 2016

Item: 6D
Consent Agenda

**SUBJECT: Consideration of a potential Resolution to Contract with EnviroLink
regarding Utility Management and Utility Process Review.**

For your consideration is a potential Resolution to adopt, approving the Contract Agreement between The Town of Angier and EnviroLink regarding Utility Management and Utility Process Review.

Manager's Comments:



Town of Angier

Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

Resolution No.: 011-2016
Date Submitted: June 7, 2016
Date Adopted: June 7, 2016

A RESOLUTION OF THE TOWN OF ANGIER ADOPTING AN AGREEMENT WITH ENVIROLINK TO PROVIDE UTILITY MANAGEMENT AND UTILITY PROCESS REVIEW

WHEREAS; EnviroLink, who specializes in full-service operations, maintenance, and management of water, wastewater and Public Works for municipalities across the state; and,

WHEREAS; EnviroLink has developed a management infrastructure capable of dealing with issues pertaining to the provision of efficient and reliable customer service; and,

WHEREAS; the company prides itself in being headquartered in North Carolina, specifically in The Town of Bailey in Nash County; and,

WHEREAS; EnviroLink's Project I, Cost of Service Study, will include studying rate changes, future system expansion and system planning; and,

WHEREAS; EnviroLink's Project II, Utility Policies and Procedures, will include a complete audit, recommendations, and preparing a report for presentation to management and The Board of Commissioners; and,

WHEREAS; The Town of Angier consents to providing historical customer billing data, financial and budget material, access for information and process review; and a staff member acting as a Contracting Officer to coordinate operational matters; and,

WHEREAS; The total cost of EnviroLink's Utility Management and Utility Process Review shall be \$ 15,000, as stated; and,

THEREFORE, BE IT RESOLVED; that the Town agrees to enter an Agreement with EnviroLink to perform the aforementioned duties to effectively complete the Management Review Assessment.

Adopted by the Angier Board of Commissioners on this the 7th day of June, 2016.

ATTEST:

Lewis W. Weatherspoon, Mayor

Kim Lambert, Town Clerk



Proposal

Prepared for

Town of Angier, NC

PRESENTED BY:



ENVIROLINK

Your Partner in Utility Management

Cost of Service and Utility Process Review

May 9, 2016



A. Overview

It is with great pleasure that we submit the following to the Town of Angier ("Town"). Since 1997, Envirolink has specialized in the full-service operations, maintenance and management of water, wastewater, and public works for municipalities across North Carolina

Over the years, Envirolink has developed a management infrastructure capable of dealing with all issues relating to the provision of efficient, reliable and best in class customer service.

Envirolink offers significant advantages. Included in these are:

- ***North Carolina Headquartered Company*** – Our Company headquarters is located in the Town of Bailey in Nash County.
- ***Technical Expertise*** - Our management and staff have years of Public Works experience.
- ***Municipal Finance Experience*** – Our experience working closely with North Carolina based municipalities allows us to have a unique understanding of how important budget and cost savings are for the Town. Our experience will ensure that we will provide the lowest responsible cost to the Town and look for additional ways for the Town to save money.
- ***Flexibility*** – In addition to the services we have discussed, Envirolink is ready, willing, and able to tackle any task the Town may have.

B. Scope of Envirolink Proposal

This proposal is for the completion of review of the Town's water and sewer rates and future projections and review of existing policies and, procedures for utility services. Upon acceptance of this proposal by the Town, we will add the scope of services as described herein to an agreement.

Project I – Cost of Service study and recommendations. Also included are recommendations to incorporate rate changes into future system expansion and system planning

1. Review of existing rates by customer class
2. Review current and previous budgets, capital expenses and actual costs of the water and sewer enterprise funds

3. Review capital planning program
4. Evaluate the existing rate recovery
5. Recommendations for financing and availability of potential grants
6. Recommend changes in rates and process of implementation by class and timing to consider future growth and expansion
7. Prepare a report for presentation to management and availability for Board of Commissioners presentation

Project II – Utility policies and procedures audit and recommendations

1. Review of customer service policies and procedures
2. Review utility work order system and implementation
3. Review utility procedures for operation and maintenance
4. Review of cost control and budgeting procedures
5. Review cycle of service for utility billing and work order initiation and completion
6. Recommendation for improvements in process and procedures for long term system growth
7. Prepare a report for presentation to management and availability for Board of Commissioners presentation

• **The Town of Angier will supply the following:**

1. A Town employee to act as a contracting officer representative responsible for coordinating operational matters and quality assurance for the services provided;
2. A Town employee to act as a contracting officer responsible for rendering decisions that affect pricing or contract terms. No oral or written statements of any unauthorized person(s) shall modify or otherwise affect the terms, conditions, Scope of Work, or drawings of the contract or contract. All modifications to the contract must be in writing by the contracting officer;
3. Existing and historical customer billing
4. Current and historical financial and budget information
5. Access to employees and systems for information and process review

C. Cost



Envirolink proposes to provide the following services as described in this proposal

- A. Project I – Cost of Service study, current rate structure recommendations and recommendations to incorporate rate changes into future system expansion and system planning**
- B. Project II – Utility policies and procedures audit and recommendations**

TOTAL COST: \$15,000

Next Steps

Envirolink proposes to meet with the Town to clarify pricing and estimates included in this proposal, and work out any open-ended questions or issues.



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: June 7, 2016

Item: 6E
Consent Agenda

**SUBJECT: Consideration of a potential Engineer Retainer Agreement with
DM2 Engineering, PLLC.**

For your consideration is a potential Renewal/Retainer Agreement between The Town of Angier and DM2 Engineering, PLLC.

Manager's Comments:



William W. Dreitzler, P.E.
211 East Quailwood Drive
Fuquay Varina, NC 27526
Phone: (919) 818-2235
bdreitzler@dm2engineering.com

Nicholas S. Rightmyer, P.E.
P.O. Box 1448
Roanoke Rapids, NC 27870
Phone: (252) 532-2364
nrightmyer@dm2engineering.com

May 31, 2016

Board of Commissioners
Town of Angier, North Carolina
Post Office Box 278
Angier, N.C. 27501

Attention: Mr. Coley Price, Town Manager

Reference: Engineering Retainer Agreement Proposal: 2015-2016 Extension

Dear Mr. Price:

DM2 Engineering is pleased to submit our Proposal to provide engineering services to the Town of Angier, NC. Recognizing the professional needs of a municipality along with the associated budget constraints, I am proposing a retainer fee that will allow the Town to spread out the cost of professional services over a fiscal budget cycle and help eliminate the unanticipated costs. The Scope of Services below will be provided to the Town each month regardless of the time required. This approach will assure that the Town is represented by a professional engineer who can operate as a member of the staff. Furthermore, my personal experience with the Town of Angier spans nearly 25 years and allows Town access to someone who has a historical knowledge of the Town's Public Works that few can offer.

SCOPE OF SERVICES

DM2 Engineering will perform the following Scope of Services as they relate to the above proposed retainer contract:

1. Attend all Board of Commissioner meetings, and provide an Engineer's Report if so requested.
2. Attend all Planning Board meetings.
3. Attend all Pre-Development meetings.
4. Attend all Technical Review Committee meetings.
5. Attend all CAMPO meetings, is so requested.

6. Provide engineering technical review and comment for Plan Submittals.
7. Provide site inspections for construction projects that have been permitted by the Town.
8. Provide technical assistance with regards to Phase II Stormwater compliance.
9. Provide technical review and comment for any sections of the UDO as may be required.
10. Provide a review of the Town's Construction Standards for compliance with the UDO.
11. Assist the Town with the preparation of Grant Applications.
12. Assist the Town with yearly review and assessment of utility rates.
13. Assist the Town and work with members of the public who have technical issues such as storm drainage.
14. Prepare the Town's Powell Bill mapping submittal.
15. Work from Town Hall a minimum of ½ day per week to be available to staff as may be required.

ADDITIONAL SERVICES

Additional services required beyond that stated in the Scope of Services will be provided if so requested at an agreed upon rate.

16. Any other services not included under the Scope of Services as described herein.

RESPONSIBILITY OF OWNER

The following items are to be provided by the Town of Angier:

17. Provide access to any information that may be required to perform the scope of services.

SCHEDULE

DM2 Engineering proposes that the initial Agreement begin in September 2012 and extend through February 2013 (6 months) at which time the parties will re-evaluate the retainer agreement and determine if the agreement shall be terminated, modified, and/or extended.



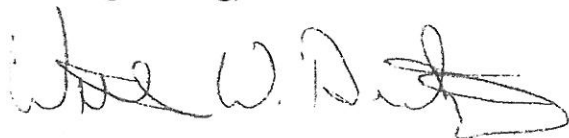
The Parties have agreed to extend the Agreement under the existing terms and conditions to be effective from July 1, 2016 through June 30, 2017 at which time any further extension will be considered through the Town's budgeting process for the 2017-2018 budget cycle.

FEES

DM2 Engineering will provide the above services on a monthly basis, regardless of the time required, for a retainer fee of \$2,500/month paid the second week of each month during the Town's normal payment schedule.

To affect the acceptance of this Retainer Agreement, please execute both originals and return a copy to our office. We appreciate the opportunity to provide our services to the Town of Angier, NC.

Sincerely,
DM2 Engineering, PLLC



William W. Dreitzler, P.E.
Managing Partner

The Scope of Services, Terms and Conditions of this Retainer Agreement are accepted.

Town of Angier, North Carolina

print/type individual, firm or corporate name

print/type name of authorized representative with title

signature of authorized representative

date





Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: June 7, 2016

Item: 6F
Consent Agenda

**SUBJECT: Consideration of a proposal for Surveying, Engineering, and
Permitting services for a Water Distribution System Expansion.**

For your consideration is a potential Contract with DM2 Engineering, PLLC, regarding the Surveying, Engineering, and Permitting services related to the Atkins Road/Rawls Church Road Water Distribution System Expansion.

Manager's Comments:



William W. Dreitzler, P.E.
211 East Quailwood Drive
Fuquay Varina, NC 27526
Phone: (919) 818-2235
bdreitzler@dm2engineering.com

Nicholas S. Rightmyer, P.E.
P.O. Box 1448
Roanoke Rapids, NC 27870
Phone: (252) 532-2364
nrightmyer@dm2engineering.com

May 9, 2016

Town of Angier, North Carolina
Post Office Box 278
Angier, N.C. 27501

Attention: Mr. Coley Price, Town Manager

Reference: Proposal for Surveying, Engineering and Permitting Services
Water Distribution System Expansion – Rawls Church Road and Atkins

Dear Mr. Price:

DM2 Engineering, PLLC is pleased to submit our Proposal to provide Surveying, Engineering and Permitting Services for the proposed extension to the town's water distribution system. The project will create a loop and eliminate two dead ends along Rawls Church Road, and also to provide water service to a proposed residential development on Atkins Road. The proposed alignment, as shown on the attached "OPTION #5" sketch, includes installation of an 8" waterline beginning at the existing 6" dead-end near the intersection of Rawls Church Road and Charcoal Lane (private road) and extending north along Rawls Church Road to an existing 8" dead-end near the intersection of Rawls Church Road and Kennebec Church Road. The project also includes an 8" extension from Rawls Church Road through private property to a parcel along Atkins Road with PIN # 0664-94-1836 to service the proposed 104-lot residential subdivision development of the parcel. The project length is approximately 9,500 linear feet of which approximately 6,500 linear feet will be located within the right-of-way for Rawls Church Road.

DM2 Engineering, PLLC proposes to prepare the site construction documents and acquire the permits required for the waterline installation. The project design will be prepared in accordance with all of the requirements of the Town of Angier, North Carolina Department of Transportation (NCDOT), NC Department of Environmental Quality (NCDEQ), and any other applicable State and Federal regulatory agencies having permitting jurisdiction.

SCOPE OF SERVICES

DM2 Engineering, PLLC will perform the following Scope of Services as they relate to the above referenced project:

1. Provide design/location survey along the proposed waterline alignment. We are proposing to use the services of Streamline Land Surveying, Inc. as a sub consultant for the survey requirements. Attached is a proposal from Streamline detailing the survey scope of services and the survey cost. As noted within the survey scope of services, preparation of the easement mapping for the section of water line extension from Rawls Church Road to the Atkins property is included.
2. Provide preliminary alignment layout alternatives based on the survey, each accounting for any regulatory requirements or anticipated major site design and construction features that will significantly influence the alignment, such as setbacks, buffers, easements, pipe depths, conflicts with other utilities, etc.
3. Review alignment alternatives with the Town of Angier and make revisions as necessary to define the Town's desired alignment.
4. Based on the Town's approved preliminary alignment, prepare a set of construction drawings to include at a minimum the following sheets or combination thereof:

COVER SHEET
OVERALL PROJECT / SHEET KEY
PLAN / PROFILE SHEETS
EROSION CONTROL PLAN
DETAIL SHEETS

5. Attend status meetings during the design process as required by the Town
6. Provide final design drawings to the Town of Angier for review and comment. Address review comments.
7. Prepare Technical Specification per NCDEQ Public Water Supply Section requirements.
8. Prepare supplemental calculations, specifications, maps, and narratives as may be required for permitting.
9. Provide the Town with the required permit application documents. After the Town has signed the application forms, and provided the executed forms and checks for any required application fees to the Engineer, make application on behalf of the Town. The following permits are anticipated

NCDOT Utility Encroachment Permit
NCDEQ LQS Erosion Control Permit
NCDEQ PWSS Public Water Extension Permit

We do not anticipate that a permit will be required for the waterline crossing of Neill's Creek. However, if it is required, it will be permitted under the Corps of Engineer's



Nationwide Permit 12 – Utility Line Activities. If required, we will prepare and submit the Pre-construction Notification (PCN) as required.

10. Address any review comments received from the regulatory agencies.
11. After final approvals by the permit agencies, provide the Town with up to five sets of bound, sealed plans issued for construction.
12. Prepare an Engineer's Opinion of Cost.
13. Assist the Town with any required right-of-way acquisition, permanent drainage easement acquisition, or temporary construction easement.
14. Bid Coordination. Address any contractor questions during the bidding process.
15. Review bids and make recommendation of award to the Town of Angier.
16. Provide assistance to the Town during the construction phase as may be required.
17. Attend and assist the Town with the Pre-Construction Conference.
18. Witness the pressure testing of the water lines. Contractor shall provide Engineer with documentation of the passed bacteriological sample prior to certification of the water line. Contractor will be required to provide all necessary equipment to perform the testing of water lines.
19. Provide the NCDEQ Public Water Supply Section with the required Engineer's Certification of Construction.

ADDITIONAL SERVICES

Additional services required beyond that stated in the Scope of Services will be provided if so requested at our Standard Hourly Billing Rates or at an agreed upon lump sum fee.

20. Wetland Identification, Location, Mapping, and/or Permitting.
21. Environmental Assessments
22. Construction Staking Services.
23. Any other services not included under the Scope of Services as described herein.

RESPONSIBILITY OF OWNER

The following items are to be provided by the Town of Angier:



24. Provide all Federal, State and Local fees as may be required for permitting.

SCHEDULE

DM2 Engineering, PLLC proposes to have construction plans ready for submittal to regulatory agencies for permitting within 45 days of receiving the design/location survey and the town's acceptance of the alignment.

FEES

DM2 Engineering, PLLC will perform Scope items 1-19 for the Lump Sum Fee of \$30,000. The project will be invoiced on a monthly basis with the amount based on an estimate of the percentage of completion at the time of the invoice. All invoices will be past due after 14 days from the date of the invoice. The following is a breakdown of fees:

Design/Location Survey:	\$ 12,480.00
Engineering Design and Permitting:	<u>21,200.00</u>
Total Fee:	\$ 33,680.00

To affect the acceptance of this Proposal as a Letter of Agreement, please execute both originals and return a copy to our office. We appreciate the opportunity to provide our services to the Town of Angier, NC.

Sincerely,
DM2 Engineering, PLLC



William W. Dreitzler, P.E.
Managing Partner

The Scope of Services, Terms and Conditions of this Letter of Agreement are accepted.

Town of Angier, North Carolina

print/type individual, firm or corporate name

Coley Price, Town Manager

print/type name of authorized representative with title

signature of authorized representative

date



Streamline Land Surveying, Inc.

Robert E. Godwin, Jr., P.L.S.

870 NC 55 W - Coats, NC

910-897-7715

Route and Location Survey Proposal

Proposed Water Line Extension

Rawls Church Road/Kennis Creek

Town of Angier, NC

William W. (Bill) Dreitzler, PE
DM2 Engineering, PLLC
211 East Quailwood Drive
Fuquay Varina, NC 27526
Cell: (919) 818-2235

Mr. Dreitzler,

Based upon the information you provided and some additional preliminary research I have arrived at the following cost estimate proposal for the above referenced project.

Scope of Services:

The following specific services will be provided:

- File setup, planning, and perform all necessary research.
 - GIS Research - adjacent property owner information.
 - Records Research – Obtain deeds and maps for properties being crossed by easement.
- Establish project control – GPS survey observations:
 - Mission Planning for GPS control survey
 - Horizontal control points referenced to NC Grid NAD83 (2011).
 - Vertical control benchmarks referenced to NAVD 88 elevation datum using GPS methods performed to Class C (+/-0.16 ft.) accuracy standards [21 NCAC 56.1605(a)].
- Recover and confirm existing property corners necessary to adequately establish the Roy Earp and Edwin Brandle property line.
- Perform a location and topographic profile survey of the proposed waterline route along Earp/Brandle property line ($\pm 3,000$ L.F.) including the location of following specific items:
 - Ground elevation along centerline of proposed waterline.
 - Powerline crossing – Poles, Transmission line structure.
 - Road/driveway crossings or other such uses.
- Perform a detailed topographic profile survey of the proposed waterline route crossing Kennis Creek and at the point where the proposed line will cross Rawls Church Rd.

- Road-Side Safety – provide flagman and signage when working along roadway.
- Perform a location and topographic survey of the proposed waterline route along the North/East side of Rawls Church Rd as depicted on the provided map (approximately 6600 L.F.) including the location of following specific items:
 - Fixtures at end of existing waterline (Valves, Hydrant)
 - Road centerline to establish right-of-way.
 - Pavement edge, shoulder point, ditch line, top-of bank, and adjacent grade at R/W line.
 - Locate all driveways indicating surface type, culvert type, size, and inverts.
 - Street/road signs, mailboxes, etc.
 - Utility fixtures and any underground lines (if marked by providers).
 - Storm drainage culverts and cross pipes including size, type, and invert elevations.
 - Significant trees located within the right-of-way.
 - Landscaping, trees, shrubbery, fences, etc.
 - Additional detail at Kennebec Church Rd. intersection to include both sides of road and existing water valves and hydrant on West side.

Mapping and Deliverables:

- Prepare a set of plan and profile sheets of the surveyed route suitable for design purposes at a common engineer scale such that all pertinent features can be clearly depicted.
- Provide certified paper copies of the drawing sheets and deliver a digital Autocad .dwg file of the project to the Engineer.
- Prepare Easement map for recording showing 20' wide waterline easement crossing the private property (±3,000 ft.)

Completion Schedule:

We can begin the field work on this project within 1-2-weeks of the receipt of a notice to proceed and anticipate completion and delivery of the drawings within 3-weeks thereafter.

Professional Fees:

The cost for the services outlined above is estimated to be **\$12,480.00**

Please contact me if you have any questions, need to negotiate any items, or need other services in addition to the items included herein.

Thank you for the opportunity to provide this proposal and we look forward to assisting you with this project.

Robert E. Godwin, Jr., PLS
Streamline Land Surveying, Inc.
surveyor3790@embarqmail.com

Authorization:

By signing this authorization, I state that I have read and understand all of the terms and conditions provided in this proposal and agree to pay the amount listed above to Streamline Land Surveying, Inc. upon completion of the tasks listed in the scope of services.

Company: _____ Date: _____

Name and Title: _____

Signature: _____



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: June 7, 2016

**Item: 6G
Consent Agenda**

**SUBJECT: Consideration of two Resolutions authorizing Tax Administrators
to Levy and Collect Property Taxes.**

For your consideration are two Resolutions authorizing Harnett and Wake Tax
Administrators to levy and collect property taxes for The Town of Angier.

Manager's Comments:



Town of Angier
P.O. Box 278
Angier, NC 27501
919-639-2071

Resolution No.: 012-2016
Date Submitted: June 7, 2016
Date Adopted: June 7, 2016

Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

**Resolution Authorizing the Harnett County Revenue Administrator to
Levy and Collect Property Taxes for the Town of Angier**

BE IT RESOLVED by the Town Board of the Town of Angier, North Carolina as follows:

The Harnett County Tax Administrator is hereby authorized, empowered and commanded to levy and collect taxes set forth in the tax records filed in the Office of the Wake County Revenue Administrator in the amounts and from the taxpayers likewise therein set forth.

This resolution bestows the Harnett County Tax Administrator with full and sufficient authority to levy and collect any real or personal property taxes on behalf of the Town of Angier, North Carolina.

Witness my hand and official seal, this 7th day of June, 2016.

Lewis W. Weatherspoon,
Mayor

Attest:

Kim Lambert,
Town Clerk



Town of Angier
P.O. Box 278
Angier, NC 27501
919-639-2071

Resolution No.: 013-2016
Date Submitted: June 7, 2016
Date Adopted: June 7, 2016

Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

**Resolution Authorizing the Wake County Revenue Administrator to
Levy and Collect Property Taxes for the Town of Angier**

BE IT RESOLVED by the Town Board of the Town of Angier, North Carolina as follows:

The Wake County Revenue Administrator is hereby authorized, empowered and commanded to levy and collect taxes set forth in the tax records filed in the Office of the Wake County Revenue Administrator in the amounts and from the taxpayers likewise therein set forth.

This resolution bestows the Wake County Revenue Administrator with full and sufficient authority to levy and collect any real or personal property taxes on behalf of the Town of Angier, North Carolina.

Witness my hand and official seal, this 7th day of June, 2016.

Lewis W. Weatherspoon,
Mayor

Attest:

Kim Lambert,
Town Clerk



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: June 7, 2016

Item: 6H
Consent Agenda

SUBJECT: Consideration of a Contract between Economic Development Specialist Ted Abernathy and The Town of Angier.

For your consideration is a potential Contract between Economic Development Specialist Ted Abernathy and The Town of Angier.

Manager's Comments:



**ECONOMIC
LEADERSHIP**

Consultancy Agreement between the Town of Angier, North Carolina and Economic Leadership LLC

June 2, 2016

This serves as a proposed **Consultancy Agreement between the Town of Angier North Carolina and Economic Leadership LLC (Ted Abernathy)** for services described below. The scope of work will be performed for Angier, (hereinafter referred to as the Client) by Ted Abernathy, Managing Partner of Economic Leadership LLC, (hereinafter referred to as the Consultant.)

Ted Abernathy agrees to complete the scope of work for the Client as described below. The project will take approximately 4-5 months and be completed for a budget of \$11,000 for all work specified, inclusive of all materials and travel expenses. A specific timetable will be mutually agreed upon by the parties, with work beginning in the summer of 2016.

Plan Deliverables: The Town of Angier project will include:

- A comprehensive review of all existing state, regional, county and local economic development strategies and reports with impact on the economic development activities of the Client.
- Conducting public engagement that will include three focus groups with economic development stakeholders (identified by the Town Manager) including business leaders, town staff leadership and appropriate elected and appointed leaders.
- The development of a short (approximately 8-10 pages) assessment of trends impacting the Client's economic competitiveness in the coming years.
- The development of a multi-year action plan and matrix for the Client's Economic Development effort with responsibilities, timelines, expectations (metrics), and costs.
- A final presentation to all stakeholders.
- Additional or revised deliverables may be added if the scope and costs are agreed upon by both parties. (These could include an assessment of zoned commercial real estate, a local business survey or other items identified by the Client)

Process: Consultant will develop and facilitate the 2-3 stakeholder focus groups and 6 to 8 individual interviews (stakeholders identified by the Town Manager). Some participation may be required from the stakeholders between meetings.

The focus groups are designed to generate ideas, encourage teamwork, create realistic achievable actions, create synergies and shared responsibilities, and clarify expectations. The process is designed to move the leaders from individual thinking to group understanding and from understanding to action. Consultant will work closely with the Client's leadership to deliver a product that meets their needs.

Personnel: Bio- Ted Abernathy, Managing Partner, Economic Leadership

Born in Dallas, NC, Ted received his bachelor's degree from the University of North Carolina at Chapel Hill; his Master's from Johns Hopkins University, is a graduate of the Economic Development Institute and is an Eisenhower Fellow for global economics.

Ted is the economic development policy advisor to the Southern Governors Association, and the Managing Partner of Economic Leadership LLC, a consultancy that is currently working in more than a dozen states to develop economic strategies. Ted has 35 years of experience in directing economic development and workforce development programs. In the past two years Ted has worked with state Chambers of Commerce in North Carolina, Arkansas, Missouri and Kentucky to develop economic development plans and with another dozen regions, counties and organizations on strategic plans. Recent clients have included the NC Department of Commerce, The Research Triangle Regional Partnership and Harnett County.

From 2008-2013, Ted was the Executive Director of the Southern Growth Policies Board, a 42-year old public policy think tank that provided economic development research, strategy and marketing advice, to states and communities across the South. Before coming to Southern Growth, Ted was a practicing economic developer for 28 years. Most recently, he served as Executive Vice President and COO for the Research Triangle Regional Partnership. During his eight years directing RTRP's operation he worked with hundreds of clients and helped generate 65,000 new jobs and almost \$10 billion in investment.

Ted's current projects include developing a new rural economic strategy for the North Carolina Chamber of Commerce, developing economic development plans for the 8 states that comprise the Mississippi Delta, creating new economic strategies in North Carolina for the Research Triangle Regional Partnership and the Piedmont Triad Partnership, conducting a national citizen input process on building community economic vitality, developing best practices in manufacturing and innovation for the U.S. Economic Development Administration and helping the Organization for International Investment create an economic development coalition to better attract foreign investment and helping the Missouri Chamber Foundation build a more economically competitive Missouri.

Materials - The Consultant will provide needed material as appropriate related to facilitated sessions. The Consultant will provide a copy of the final report and such files that the Client may reproduce the report as needed.

Travel - Travel costs are included in the proposal cost.

Facilities - For mutually agreed upon meetings and facilitated sessions, the Client will provide facilities and will support the arrangement of the meetings.

Termination of this Agreement - If the Client decides to terminate the program prior to completion, the Client will notify the Consultant immediately. Upon notification of the Client's early termination, the Consultant will deliver an invoice to Client requesting reimbursement for any costs incurred for the project to that date.

Confidentiality - The Consultant agrees to keep confidential all information relating to the business of the Client.

Project Completion - The project will be completed on or about **December 2016**, but may be extended upon mutual agreement of the Client and the Consultant.

Payment of Costs - The Client will pay fees of **\$11,000** due as follows:

Payment Schedule

Due within 30 days of the signing of the contract,
Approximately August 2016

\$3,000


Due within 30 days of the completion of the public
engagement (focus groups and interviews) 4,000
Approximately October 2016

Due within 30 days of the completion of the project \$4,000
Approximately December, 2016

The designated contact person for the Client is: **Coley Price, Angier Town Manager** (or the Client designee) and the designated contact at the Economic Leadership LLC is: **Ted Abernathy, Managing Partner**.

IN WITNESS THEREOF, the parties hereto have caused this Memorandum of Agreement to be signed by their respective officers duly authorized as of the date and year written.

Date: _____ By _____
Coley Price, Angier City Manager

Date: June 2, 2016 By 
Ted Abernathy, Managing Partner, Economic Leadership LLC



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: June 7, 2016

**Item: 8A
Public Hearing**

**SUBJECT: Public Hearing ~ Presentation of the proposed Town of Angier Annual
Operating Budget FY 2016 ~ 2017**

A Public Hearing regarding the proposed Town of Angier Annual Operating Budget Ordinance will be held as advertised twice in the *Daily Record* newspaper.

Manager's Comments:



Budget Ordinance
For
Fiscal Year 2016-2017

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 amounts are hereby appropriated in the General Fund for the operation of the Town government and its activities for the fiscal year beginning July 1, 2016, and ending June 30, 2017:

Administration	\$ 821,767
Street	678,008
Police	1,034,596
Library	159,915
Parks & Recreation	303,120
Planning/Inspection	109,746
Depot	28,500
Debt Service	199,710
	<hr/>
TOTAL	\$ 3,335,362

Section 2: It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2016, and ending June 30, 2017:

Ad Valorem Taxes, Current and Prior Years	\$ 1,574,141
DMV Tax Collection	165,000
Payment in Lieu of Taxes	8,000
Tax Penalties and Interest	6,000
Local Option Sales Tax	610,050
Vehicle and Privilege Licenses	13,000
Solid Waste Disposal Tax	2,500
Franchise Taxes	268,150
Investment Earnings	2,000
Permits and Fees	420,200
ABC Revenues/Beer and Wine Taxes	64,000
Appropriation of Fund Balance	151,821
Other General Revenue	50,500
	<hr/>
TOTAL	\$ 3,335,362

Section 3: The following is hereby appropriated in the Powell Bill Fund for the fiscal year beginning July 1, 2016, and ending June 30, 2017:

Powell Bill	\$	139,384
TOTAL	\$	139,384

Section 4: It is estimated that the following revenues will be available in the Powell Bill Fund for the fiscal year beginning July 1, 2016, and ending June 30, 2017:

State Street Aid	\$	139,284
Investment Earnings		100
TOTAL	\$	139,384

Section 5: The following is hereby appropriated in the Water and Sewer Fund for the fiscal year beginning July 1, 2016, and ending June 30, 2017:

Water	\$	1,627,199
Sewer		505,989
New Wastewater Treatment Plant		385,800
Lagoon		61,710
Debt Service		304,291
TOTAL	\$	2,894,989

Section 6: It is estimated that the following revenues will be available in the Water and Sewer Fund for the fiscal year beginning July 1, 2016, and ending June 30, 2017:

Water Sales	\$	890,000
Sewer Sales		900,000
Investment Earnings		2,500
Water/Sewer Access, Acreage, and Capacity Fees		43,680
Antenna Rental Revenue		28,800
Fund Balance Appropriated		944,009
Other Water/Sewer Revenues		86,000
TOTAL	\$	2,894,989

Section 7: All fees appearing on the Fiscal Year 2016 – 2017 Rate and Fee Schedule as set forth in Attachment A shall be adopted by the Board and is to be in effect during the Fiscal Year 2016-2017 and is on record in the Clerk's office.

Section 8: The Town Manager, or his designee, is hereby authorized to transfer appropriations within a fund as contained herein under the following conditions:

- A. He may, at his option, divide the appropriations into revenue and expenditure objects for the purpose of managing the finances of the Town at the object level. Authorization to move budgetary amounts within these revenue and expenditure objects is hereby granted.
- B. He may transfer amounts between line item expenditures within a department without limitation with an official report on such transfers at the next regular meeting of the Town Board as in accordance with G.S. 159-15. These changes should not result in changes in recurring obligations such as salaries.
- C. He shall be authorized to make interfund loans for a period of not more than ninety (90) days; notification of such loan shall be given to the Town Board of Commissioners at its next meeting following the date of the loan.

Interfund and interdepartmental transfers, except as noted in Section 8, Subsections A, B, and C shall be accomplished by the Town Board of Commissioners only.

Section 9: The following is the salary schedule for the Town of Angier's Board of Commissioners for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Mayor	\$5,835 per year
Commissioner	\$4,775 per year

Section 10: The Town Board of Commissioners has retained the services of outside legal counsel at a monthly retainer fee of \$400 per month and an hourly rate of \$100 per hour to represent the Town in legal matters which extend beyond the normal boundaries of staff counsel.

Section 11: The Town Board of Commissioners has authorized in the Fiscal Year 2016-2017 Budget to include a Town contribution to the 401K Retirement Plan of up to 5% of a regular employee's salary. The employee must match this percentage to be able to take advantage of the Town's contribution. The Town shall contribute 5% of sworn law enforcement officer's salary, regardless of employee contribution as required by G.S. 143-166.50(e).

Section 12: The Board of Commissioners has authorized in the Fiscal Year 2016-2017 Budget to include the following cost sharing for group health insurance based on an employee's full time equivalency. At the time of this adoption, the following costs are estimates only. These figures will be adjusted when the Town receives the final costs from the insurance company.

Health Insurance Plan	Total Cost	Town Share	Employee Share
Individual	\$ 479.00	\$ 479.00	\$.00
Employee/Spouse	\$ 1,290.47	\$ 479.00	\$ 811.47
Employee/Child(ren)	\$ 758.20	\$ 479.00	\$ 279.20
Family	\$ 1,569.94	\$ 479.00	\$ 1,090.94

Section 13: The Town Board of Commissioners has authorized the Fiscal Year 2016-2017 Salary Grade Table to include a 3% cost of living increase effective July 1, 2016 as set forth in Attachment B.

Section 14: The power of approval of contracts and authorizations of settlements for liability claims is hereby reserved by the Town Board of Commissioners.

Section 15: There is hereby levied a tax at the rate of fifty three cents (53¢) per one hundred dollars (\$100) valuation of property listed as ad valorem taxes as of January 1, 2016 for the purpose of raising revenue listed as 2016 Tax Revenue in the Town of Angier General Fund. The rate of tax, for the purpose of taxation, is based upon an estimated total valuation for Harnett County property of \$251,267,943, a projected levy of \$1,331,720 and for Wake County property of \$44,860,000, a projected levy of \$237,758 and an estimated collection rate of 99.66%.

Section 16: Operating funds encumbered by the Town as of June 30, 2016, are hereby appropriated to this budget.

Section 17: The Board of Commissioners of the Town of Angier hereby authorize, empower, and command the Harnett County Tax Administrator and the Wake County Tax Administrator to bill and collect taxes on the Town's behalf in accordance with the respective standing agreements.

Section 18: Reimbursement for use of privately owned vehicles by Town employees for official Town business will be made in accordance with the latest Standard Mileage Rate as set forth by the Internal Revenue Service. For the fiscal year beginning July 1, 2016 and ending June 30, 2017, mileage will be reimbursed at a rate of fifty four cents (.54) per mile.

Section 19: Copies of this Budget Ordinance shall be furnished to the Town Manager, Clerk to the Board and to the Finance Officer to be kept by them for their direction in the disbursement of funds.

Adopted this 7th day of June, 2016.

Town of Angier Board of Commissioners

Lewis W. Weatherspoon, Mayor

ATTEST:

Kim Lambert, Town Clerk



THE TOWN OF

Angier

NORTH CAROLINA

Rate and Fee Schedule

For the Fiscal Year June 30, 2017

Property Tax Rate:

Per \$100 of valuation	\$ 0.53
Vehicle Fees	\$ 5.00

Privilege License Taxes

Privilege License Taxes are the excise taxes placed on a business for the privilege of conducting a particular trade or business within the corporate limits of the Town. Licenses are billed annually for existing business and are issued to new business upon their opening.

The taxes listed below are privilege license taxes that are restricted by law.

Beer (On-premises)	\$15.00
Beer (Off-premises)	\$ 5.00
Wine (On-premises)	\$15.00
Wine (Off-premises)	\$10.00

Recreation Fees:

In Town Residents	\$25.00
Out of Town Residents	\$50.00
Late Registration Fee	\$10.00

Depot Rental:

	<u>In Town Residents</u>	<u>Out of Town Residents</u>
Depot Rental	\$200.00	\$300.00
Depot Deposit	\$200.00	\$200.00

Note: Civic and non-profit organizations receive a 25% discount on Depot rental.

Animal Control Fees:

First Offense – Warning	No Fee
Second Offense – Civil Summons	\$75.00
Third Offense – Civil Summons	\$150.00
Fourth Offense – Civil Summons	\$350.00
Fifth Offense & Above – Civil Summons	\$500.00

Miscellaneous Fees:

Copies	\$ 0.25 per page
Returned Check Fee	\$25.00
Online Return Processing Fee	\$ 4.00
Police Reports	\$ 5.00

Planning Service Fees

Board-related Fees

(related costs include but are not limited to advertising fees and postage)

Annexation Requests	\$250.00 plus advertising costs
Rezoning	\$400.00 plus any related costs
Special Use	\$500.00 plus any related costs
Variance	\$400.00 plus any related costs
Ordinance Text Amendment	\$400.00 plus any related costs
Street renaming (buying new road signs and County 911 re-addressing)	\$400.00 plus any related costs

Copies

Copies of Ordinance	\$40.00
Copies of Maps	\$25.00 for 24"x 36" and \$10 for 11"x 17"

Planning Service Fees

Land Use Permit	\$35.00
Major Preliminary Subdivision Review	\$400.00 plus \$10 per lot
Major Subdivision Final Plat Review	\$200.00
Minor Subdivision	\$200.00
Exempt or Recombination Subdivision Review	\$50.00
Sign Permit	\$35.00 (each sign)
Site Plan Review	\$400.00
Revised Site Plan Review (Existing Site)	\$75.00
Site Plan Renewal	\$100.00
Site Plan Revision	\$100.00
Construction Plat Review	\$300.00
Storm Drainage Review	\$350.00
Wireless Communication Application	\$1,000.00
Zoning Verification Letter	\$40.00

Alternate Design Review	\$400.00
Manufactured Home Park Compliance Inspection Fee	\$150.00 (plus \$7.00 per lot)
Manufactured Home Park Re-Inspection	\$50.00 per trip
Itinerant Merchants, Solicitors, Peddlers	\$20.00
Renewal or Reapplication Fee	\$10.00

Permit Fees for Residential Construction

New dwellings – single family, duplex & townhomes

(Includes all trades and attached structures)

Heated and Unheated

Up to 1,200 square feet	\$500.00 per dwelling
Over 1,200 square feet	\$500.00 plus \$0.25 per square foot over 1,200 square foot

Residential additions

(Sunrooms, bedrooms, etc.)

0 – 400 square feet	\$200.00 plus trades
Over 400 square feet	Same as new dwelling

Multi-family units, apartments

(Commercial Project rates)

Mobile Homes

\$150.00 plus trades

Modular Homes

\$250.00 plus trades

Moved House

\$250.00 plus trades

Residential Accessory Structures

(Decks, sheds, minor renovations, etc.)

0 – 400 square feet	\$50.00 plus trades
401 – 800 square feet	\$100.00 plus trades
801 – 1200 square feet	\$150.00 plus trades
1201 – 2000 square feet	\$200.00 plus trades
Over 2000 square feet	\$200.00 plus \$0.10 per square foot over 2000 square feet, plus trades

Permit fees for Commercial Construction

Fee for each trade is separate from the total cost of the project. (Commercial, industrial and multi-family)

Project Cost	Fee
Up to \$2,500	\$160.00
\$2,501 – 25,000	\$300.00
\$25,001 – 50,000	\$500.00
\$50,001 – 100,000	\$905.00
\$100,001 – 200,000	\$1,710.00
\$200,001 – 350,000	\$2,915.00
\$350,001 – 500,000	\$3,820.00
\$500,001 – 750,000	\$5,075.00
\$750,001 – 1,000,000	\$6,330.00
Project cost over \$1,000,000	\$6,330.00 plus \$0.002 of the amount above \$1,000,000
Each T-Pole	\$60.00
Commercial modular unit any size	\$375.00 plus each trade

Trade Permit and Miscellaneous Fees

Permit Type	Description	Fee
Electrical Trade	Minimum	\$50.00
	200 Amp	\$60.00
	400 Amp	\$75.00
	TSP	\$35.00
	Conditional Power	\$50.00 (Commercial Only)
	Signs	\$35.00
Mechanical Trade	Minimum	\$50.00
	Gas Pack	\$60.00
	Heat Pump (each unit)	\$60.00
	Gas Piping / Tests	\$35.00
Plumbing Trade	Minimum	\$50.00
	2.5 Bath	\$60.00
	3 Bath	\$70.00
	4 Bath or greater	\$85.00
Homeowner Recovery Fund		\$10.00
Daycare and Group Home Annual Inspection		\$50.00
ABC Permit Inspection		\$50.00
Demolition permit		
(Commercial and Residential)		
May require asbestos report		\$50.00
Re-inspection Fees:		
1 through 7 violations		\$50.00
8 or more violations		\$75.00

****Working without a permit, in violation with State Law, may result in a "Double the Fee" penalty****

Utility Connection

The fee structure for connecting onto the Town of Angier utility system may include any of the following charges:

Access Fees

Access fees allow the customer the opportunity to connect to the town's water / sewer system. These fees cover the administrative costs for inspection, design and regulatory requirements.

Size	Water Fee	Sewer Fee
¾" water and 4" sewer	\$732.00	\$799.00
1" water and 4" sewer	\$799.00	\$799.00
2" water and 4" sewer	\$1598.00	\$799.00

Access Fees - Paid by builder at time of issuance of building permit.

Acreage fees provide for the property's proportionate share of the costs of major water / sewer trunk lines previously installed to serve the vicinity.

Acreage Fees - Residential: Paid by developer prior to recording of final plat.

	Water Fee	Sewer Fee
Single family	\$512.00	\$732.00
Multi-family charged for number units	\$121.00 per unit	\$242.00 per unit

Acreage Fees – Commercial: *Paid by developer prior to recording of final plat.

Size	Water Fee	Sewer Fee
¾" tap	\$732.00	\$2,197.00
1" tap	\$1,464.00	\$4,396.00
1.5" tap	\$2,197.00	\$5,857.00
2" tap	\$2,197.00	\$6,589.00
3" tap	\$2,929.00	\$14,641.00
4" tap	\$4,393.00	\$21,962.00
6" tap	\$6,655.00	\$43,923.00

Capacity Fees:

Capacity fees are assessed on a one-time basis when a customer connects to the water system and/or sanitary sewer system. These fees pay for future capital improvements and capacity costs associated with the water supply storage, wastewater treatment plant and primary intercepting systems.

Capacity Fees – Residential (each dwelling unit) Paid by developer prior to recording of final plat

Water Fee	Sewer Fee
\$366.00	\$499.00

Capacity Fees – Commercial or Industrial (each metered unit) Paid by developer prior to recording of final plat

Water Fee	Sewer Fee
\$586.00	\$879.00

Irrigation Fees:

Size	Fee
1" tap	\$970.00 plus additional meter cost

Meter Charges:

Size	Fee
¾" water meter	\$366.00
1" water meter	\$399.00
2" or larger water meter	Cost of meter and fees

Note: If road bore is required, it will be an additional \$500.00.

Water and Sewer

Water has a base allowance for the first 2,000 gallons and a variable rate for each additional 1,000 gallons. Sewer is assessed a flat rate and is metered at the first gallon of usage.

	Water/Base	Water/Variable	Sewer/Flat	Sewer Per 1,000
In Town Residents	\$16.70	\$3.15	\$15.75	\$ 5.50
Out of Town Residents	\$33.40	\$6.30	\$31.50	\$10.70

Water Deposits – The deposit is required for those residents who are not property owners. Residents should present a valid social security card. Deposits are refundable and will transfer from a location within the Town's jurisdiction to another location within the Town's jurisdiction. Once water service is terminated, the deposit will be applied to the resident's account balance and any credit balance will be refunded to the resident.

Water Deposit \$125.00

Water Service Fees – Service fees are not refundable.

Water service cut on/transfer fee	\$35.00
Illegal cut on fee (Tampering Fee)	\$50.00
Late Fee	\$10.00
Disconnect Fee	\$35.00
Additional Disconnect Fees	See Delinquent Accounts Below

Trash Service Rates

Residential	\$ 9.30
Commercial	\$13.00
Recycle	\$ 3.30

Adjustment Policy:

Leak and break adjustments – all customers are allowed three (3) sewer adjustments in any one calendar year. You must provide the Town with a statement of repair from a plumber. In the event that the resident or landlord repairs the leak, a receipt showing the purchase of plumbing supplies and a statement from the individual who actually made the repair must be provided to the Town.

Hanging toilets are NOT eligible for adjustments.

Delinquent Accounts:

Meters are read and bills are calculated on a monthly basis. Bills are mailed on the last working day of each month. Account balances are always due on the tenth (10th) day of the month of the month. There is a grace period, which allows bills to be paid on the twentieth (20th) day of the month without a late fee. If balances are unpaid after 5:30pm on the 20th day of the month, or the Monday after (if the 20th falls on a weekend), a \$10.00 late fee will be applied on each account. If the balance has not been paid by 5:30pm on the 25th of the month or the Monday after (if the 25th falls on a weekend), the following late/disconnect fees apply:

1 st Late Fee/Disconnection	\$35.00
2 nd Late Fee/Disconnection	\$50.00
3 or more disconnections within a calendar year	\$75.00

Your account will final out after 10 days of disconnection if service has not been restored and your deposit (if applicable) will be applied to the balance on the account. If service is restored after the 10 day disconnection period, a new deposit (\$125.00) and connection fee (\$35.00) will be required. If service is disconnected and a meter shows any usage has occurred between the time of cut off and restoration, there will be a tampering fee assessed on the account in the amount of \$50.00. The tampering fee must be paid in addition to any other charges that may be due on the account before water service can be restored. **The Town is not responsible for bills that are not delivered by the US Postal Service. If you do not receive your bill by the fifth (5th) of the month, you should contact Town Hall at (919) 639-2071 for your balance.**



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: June 7, 2016

**Item: 8B
Public Hearing**

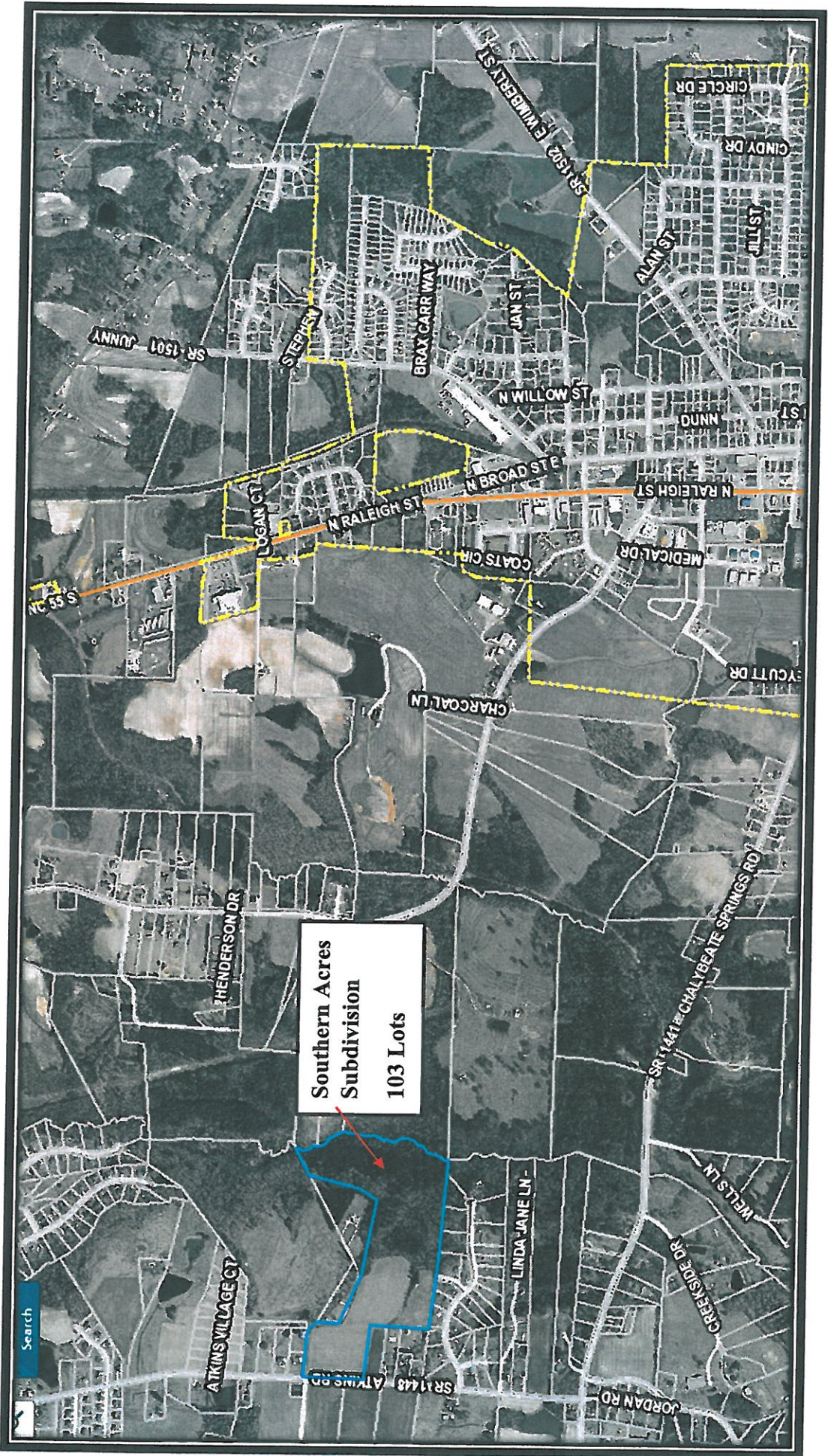
**SUBJECT: A Public Hearing will be held regarding the Annexation Petition
filed by Southern Acres, LLC.**

A Public Hearing will be held regarding the Annexation Petition submitted by Southern Acres, LLC.

The property owner(s) would like to annex two separate properties totaling 55.635 acres for the development of a new subdivision. These parcels have Harnett County PINs #0664-84-0935.000 and 0664-94-1836.000, located on Atkins Road, Fuquay~Varina.

When the regular portion of tonight's meeting reconvenes following the Public Hearing, the Board of Commissioners is eligible to consider the Ordinance to Extend the Corporate Limits regarding this Annexation.

Manager's Comments:



Southern Acres
Subdivision
103 Lots

Search



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: June 7, 2016

**Item: 8C
Public Hearing**

SUBJECT: A Public Hearing will be held regarding the Rezoning Request from Southern Acres, LLC.

Per General Statutes, The Town of Angier may now host a Public Hearing concerning a Rezoning Request submitted by Southern Acres, LLC.

The property owner(s) would like to rezone their property, reclassifying the land from its current Harnett County RA~30 to The Town of Angier's R~15 zone.

When the regular portion of tonight's meeting reconvenes following the Public Hearing, the Board of Commissioners is eligible to consider this Rezoning Request.

Manager's Comments:



REZONING STAFF REPORT

File #: 2016-000093

Sean Johnson

sjohnson@angier.org

(919) 331-6702

Planning Board:

May 10, 2016

Board of Commissioners: June 7, 2016

Requesting Rezoning from **[Harnett County RA-30]** to **Angier R-15**

Applicant Information

Owner of Record:

Name: Southern Acres LLC

Address: 1210 Trinity Road

City/State/Zip: Raleigh, NC 27607

Applicant:

Name: Stancil and Associates, PLS, PA

Address: P.O. Box 730

City/State/Zip: Angier, NC 27501

Property Description

PIN(s): 0664-94-1836.000, 0664-84-0935.000

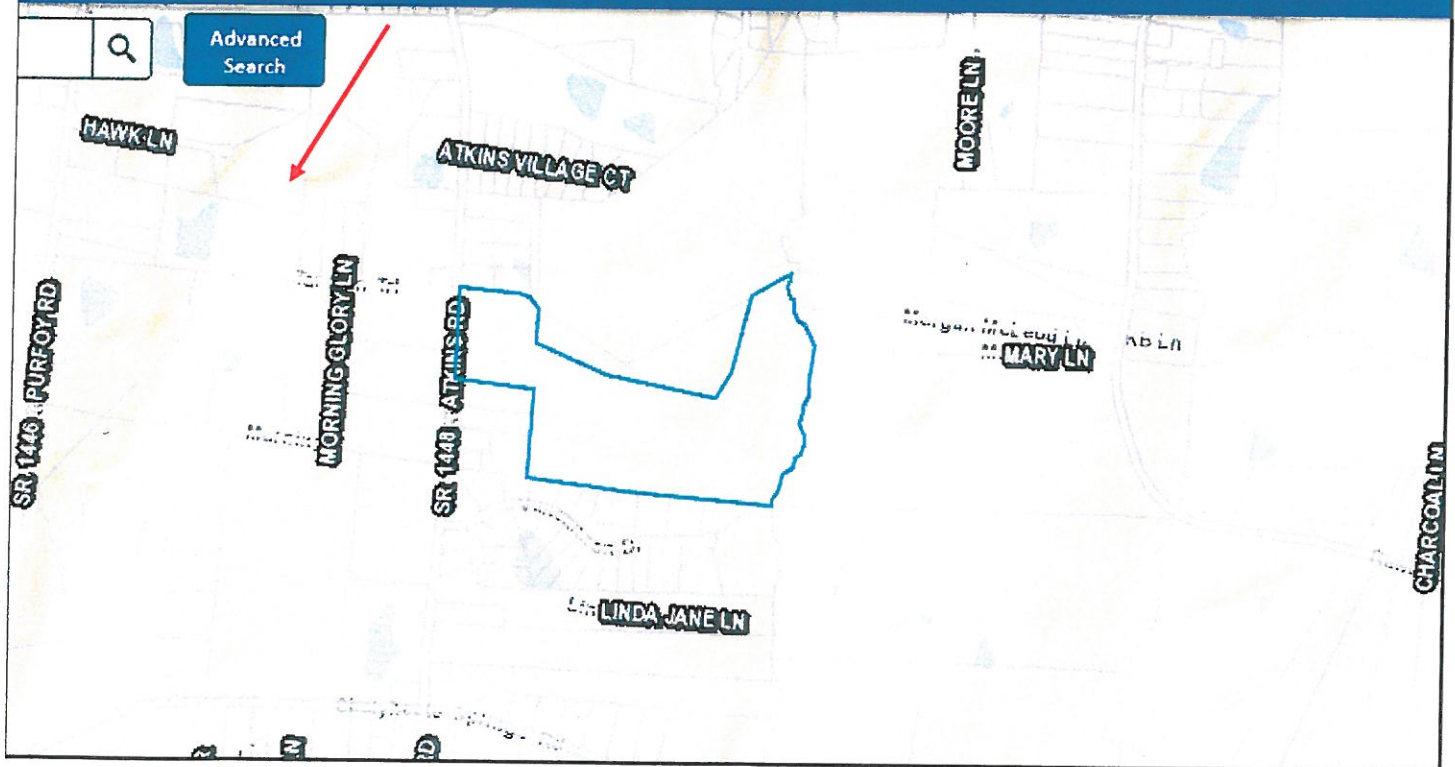
Acreage: 55.52 Acres

Address/SR No.: Atkins Road (53.39 Acre lot + 2.13 Acre lot)

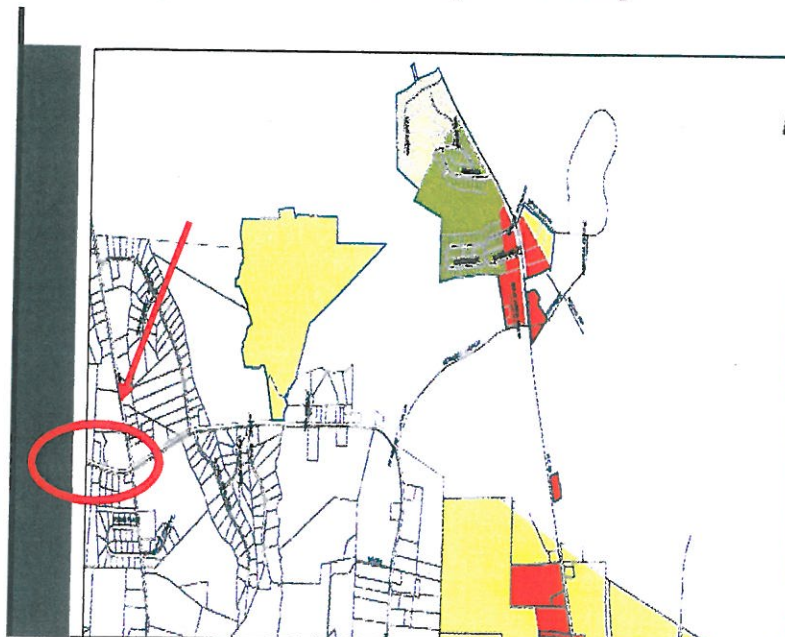
Vicinity Map

County Parcel Viewer

Harnett GIS



Zoning District Compatibility



Zoning Map

	CURRENT RA-30 (County)	REQUESTED R-15
Parks & Rec Facilities		
Detached Single Family		P
Townhomes/Condos		S
Multi-Family		S
Professional Offices		
Retail Uses		
Eating Establishments		
Governmental Uses		
Distribution		
Manufacturing Uses		

P=Permitted, S=Special Use

Physical Characteristics



Aerial Photograph (2013)

Site Description: The Site includes vacant agricultural land on the western side and a wooded portion on the eastern side. Neil's Creek runs along the eastern edge of the property.

Surrounding Land Uses: Surrounding Land Uses Include Low and Medium Density Residential, as well as farm land.

Services Available

The developer is in the process of obtaining the private easements required to install a sewer line to service the proposed subdivision. The sewer line will connect to the Town of Angier sewer system at a manhole on Chalybeate Springs Road and be turned over to the Town upon completion. Also, the Town is currently working to expand our water system which will include a line to serve the proposed subdivision. In the case that the Town is not able to get water to the property in time for construction, there is an agreement in place with Harnett County that would allow the developer to tap onto Harnett County water at first, and then connect to Angier's water when it's in place.

Water:

- ☒ Public
☐ Private (Well)
☐ Other: Unverified

Sewer:

- ☒ Public
☐ Private (Septic Tank)
☐ Other: unverified

Transportation:

Annual Daily Traffic
 Count: N/A
 Site Distances: Site distances are good.

Land Use Classification Compatibility

	REQUESTED ZONING	LAND USE
	R-15	MDR
Parks & Rec Facilities	X	X
Detached Single Family	X	X
Semi-Detached	X	X
Townhomes	X	X
Multi-Family	X	X
Non-Traditional Residential	X	X
Professional Offices		
Retail Uses		
Eating Establishments		
Governmental Uses		
Distribution		
Manufacturing Uses		

Future Land Use Map (2007)

The proposed subdivision will be approximately 1.8 units per acre, which is less than the 3-6 units per acre suggested by the Medium Density Residential classification of our current Land Use Plan. The subdivision also differs from the Neighborhood Service Area classification which is defined as, mixed use that contains high density residential, incidental offices and commercial.

Zoning Petition Information

This zoning petition, to R-15 is being requested to facilitate development of the property as described above, totaling 55.52 acres.

Staff Evaluation

☒ Yes ☐ No The IMPACT to the adjacent property owners and the surrounding community is reasonable, and the benefits of the rezoning outweigh any potential inconvenience or harm to the community.

REASONING: The impact to the surrounding properties will be minimal.

☐ Yes ☒ No The requested zoning district is COMPATIBLE with the existing Land Use Classification.

REASONING: The future land use map calls for Medium Density Residential, which is classified as 3 to 6 units per acre. The proposed development will be approximately 1.8 units per acre.

☒ Yes ☐ No The proposal does ENHANCE or maintain the public health, safety and general welfare.

REASONING: The requested zoning district will allow for use of the site that is compatible with the surrounding uses as well as providing another housing option for people in and around Angier.

☐ Yes ☒ No The request is for a SMALL SCALE REZONING and should be evaluated for reasonableness

REASONING: This request will benefit the Town of Angier as a whole, through the added tax base and extension of our public sewer system.

Staff Conclusion

The requested rezoning to R-15 is compatible with all Town of Angier regulatory documents except for the current land use plan, would not have an unreasonable impact on the surrounding community, and will enhance the public health, safety, and general welfare for the reasons stated in the evaluation. Staff recommends that this rezoning request be **APPROVED**.

Planning Board Review

STANDARDS OF REVIEW

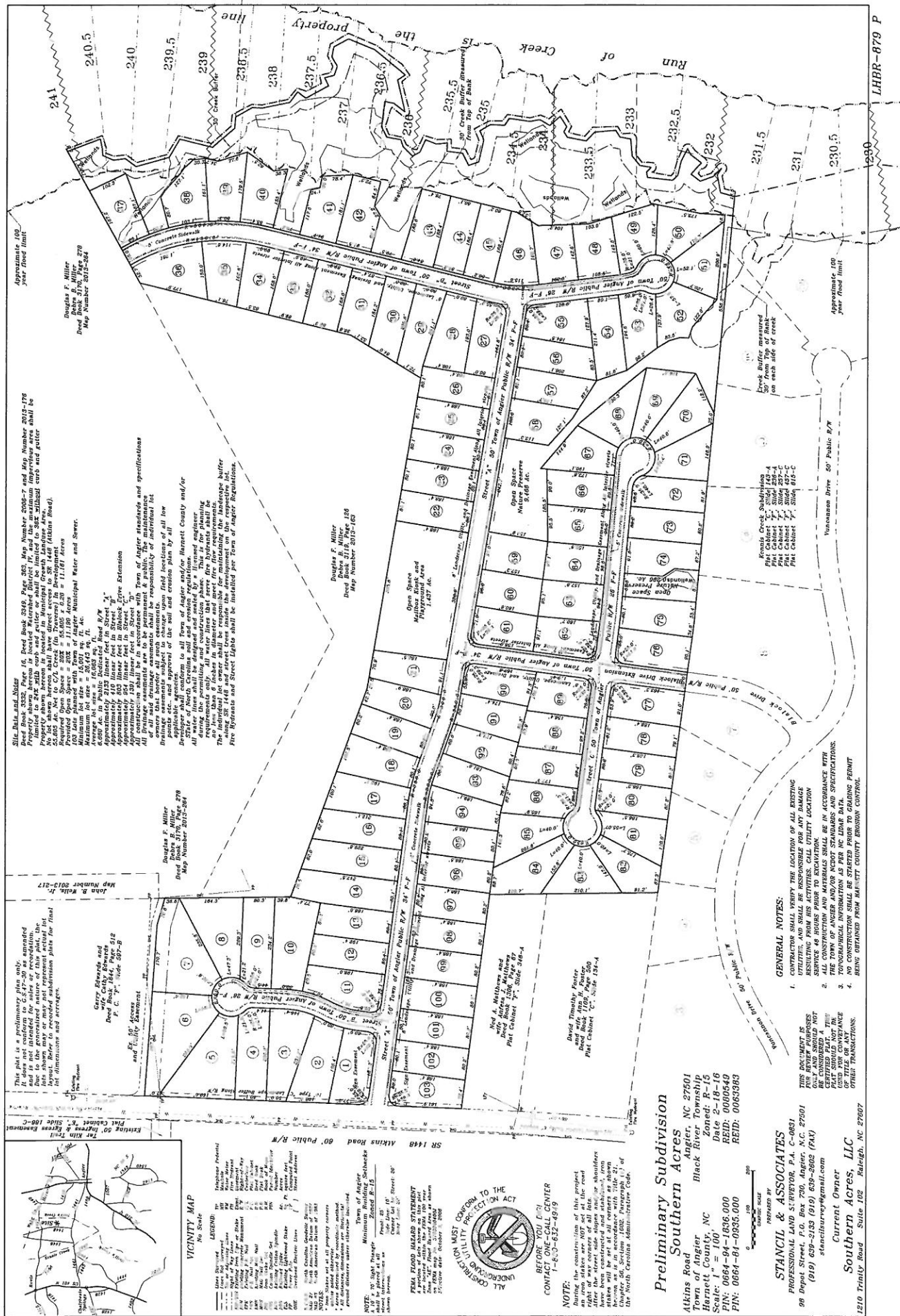
The Planning Board shall consider and make recommendations to the Town Board of Commissioners concerning this proposed conditional zoning district. The following policy guidelines shall be followed by the Planning Board concerning zoning districts and no proposed zoning district will receive favorable recommendation unless:

- ☒ Yes ☐ No A. The proposal will place all property similarly situated in the area in the same category, or in appropriate complementary categories.
- ☒ Yes ☐ No B. There is convincing demonstration that all uses permitted under the proposed district classification would be in the general public interest and not merely in the interest of the individual or small group.
- ☒ Yes ☐ No C. There is convincing demonstration that the character of the neighborhood will not be materially and adversely affected by any use permitted in the proposed change.
- ☒ Yes ☐ No D. The proposed change is in accordance with the comprehensive plan and sound planning practices.

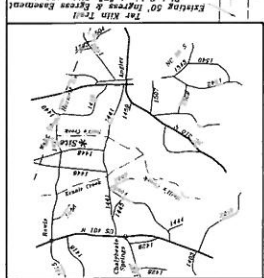
**On May 10, 2016 the Planning Board recommended APPROVAL of
this rezoning request by a 5-0 vote**

Attachments

- ☒ Original Rezoning Application
☒ Justification Statement



This plan is a preliminary plan and is not intended for use as a record. It is shown here to illustrate the proposed subdivision and to show the location of the proposed streets and easements. The plan is subject to change without notice and the owner shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.



VICINITY MAP
No Scale

LEGEND

- Proposed Subdivision
- Proposed Streets
- Proposed Easements
- Proposed Right-of-Way
- Proposed Public Right-of-Way
- Proposed Private Right-of-Way
- Proposed Utility Right-of-Way
- Proposed Other Right-of-Way

NOTES

- All dimensions are in feet.
- All bearings are in degrees, minutes, and seconds.
- All areas are in acres.
- All easements are shown as indicated.
- All other dimensions are as shown.

PLAT FLOOD HAZARD STATEMENT

A portion of this subdivision is located in a flood hazard area as shown on the Flood Insurance Rate Map (FIRM) for the area, which is in accordance with 150-21, North Carolina Administrative Code.

BEFORE YOU BUY
CONTACT ONE-CALL CENTER
1-800-662-4643

NOTES:

- During the construction of this project, all iron stakes are NOT to be at the road.
- After the street side slopes are established, the owner shall be responsible for maintaining the same.
- After the street side slopes are established, the owner shall be responsible for maintaining the same.

Preliminary Subdivision
Southern Acres
Atkins Road
Town of Angier
Harris County, NC
Date 2-18-16
Scale: 1" = 100'
PIN: 0664-94-1836.000
REID: 0000549
REID: 0065383

STANCIL & ASSOCIATES
PROFESSIONAL LAND SURVEYOR, P.A. C-0801
98 Depot Street, P.O. Box 700, Angier, N.C. 27501
(919) 639-3133 (919) 639-3603 (FAX)
stancil@stancilpa.com
Current Owner
Southern Acres, LLC
1210 Trinity Road, Suite 102, Raleigh, NC 27607

GENERAL NOTES:

- CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES, AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES.
- ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.
- CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- NO CONSTRUCTION SHALL BE STARTED PRIOR TO OBTAINING PERMIT FROM MAJORITY COUNTY EROSION CONTROL.

CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES, AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES.

ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.

CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

NO CONSTRUCTION SHALL BE STARTED PRIOR TO OBTAINING PERMIT FROM MAJORITY COUNTY EROSION CONTROL.

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CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

NO CONSTRUCTION SHALL BE STARTED PRIOR TO OBTAINING PERMIT FROM MAJORITY COUNTY EROSION CONTROL.

Attachments:

- Written description of property from recorded deed
- Recorded map of property at scale of not less than one (1) inch = 200 feet
- Explanation of why the zoning change is requested, addressing applicable portions of Section 14.3 of the Unified Development Ordinance.

Signatures:

The undersigned applicant hereby certifies that, to the best of his or her knowledge and belief, all information supplied with this application is true and accurate:

Southern Pines LLC
By Karen J. Montague *Mar 15-16* *Lester Smith* *3-15-16*
Property Owner Signature Date Authorized Agent Signature Date

Requirements for Consideration:

The Planning Board shall consider and make recommendation to the Town Board of Commissioners concerning each proposed zoning district. The following policy guidelines shall be followed by the Planning Board concerning zoning districts and no proposed zoning district will receive favorable recommendation unless:

1. The proposal will place all property similarly situated in the area in the same category, or in appropriate complementary categories.
2. There is convincing demonstration that all uses permitted under the proposed district classification would be in the general public interest and not merely in the interest of the individual or small group.
3. There is convincing demonstration that all uses permitted under the proposed district classification would be appropriate in the area included in the proposed change. (When a new district designation is assigned, any use permitted in the district is allowable, so long as it meets district requirements, and not merely used which applicants state they intend to make of the property involved.)
4. There is convincing demonstration that the character of the neighborhood will not be materially and adversely affected by any use permitted in the proposed change.
5. The proposed change is in accordance with the comprehensive plan and sound planning practices.



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: June 7, 2016

Item: 8D
Public Hearing

SUBJECT: A Public Hearing regarding a Text Amendment Request pertaining to The Town of Angier's Water Quality Protection/Backflow Ordinance, Section 17.31, will be held.

A Public Hearing will be held regarding a Text Amendment Request pertaining to The Town of Angier's Water Quality Protection/Backflow Ordinance, Section 17.31.

Manager's Comments:

The Town of Angier is proposing a change in the Water Quality Protection/Backflow Ordinance Section 17-31.

Changes consisting of:

- Definition changes that are highlighted in the revised ordinance (copy provided)
- Changing of irrigation systems being tested once every three (3) years to being tested once (1) a year
- Adding to the ordinance that all passing tests should be submitted through the an online system (example given)

We have included a summary of the online program that we plan to use for tracking purposes. I also have included two sample letters that will be mailed to residents that have backflow assemblies.

WATER QUALITY PROTECTION/BACKFLOW PREVENTION ORDINANCE

Section 17-31(b)

1. Definitions

As used in this Ordinance, the following terms *shall* have the meanings provided in this section unless the context clearly indicates otherwise.

Air-Gap Separation: An unobstructed vertical distance through the atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing fixture, or other device and the flood level rim of the receptacle. An approved air-gap vertical separation *shall* be at least double the diameter of the supply pipe. In no case *shall* the air-gap be less than one (1) inch.

Approved: Certified in writing by the Building Inspector as an acceptable device or methodology for the purpose of backflow prevention.

Auxiliary Intake: Any piping connection or other device whereby water *may* be secured from a source other than public water supply.

Backflow: Any flow of water into the public water supply from any other source due to a cross-connection, auxiliary intake, interconnection, backpressure, backsiphonage, any combination thereof, or other cause.

Backpressure: Any pressure on any source of water other than the public water supply that may be greater than the pressure on the public water supply and *may* result in a backflow.

Backflow Prevention Device: An approved effective device method used to prevent backflow from occurring in the potable water supply. The type of device required *shall* be based on degree of hazard, existing or potential.

Back-Siphonage: Any circumstance in which the pressure on the public water supply *may* be reduced to the point that the elevation and atmospheric pressure on a source of water other than the public water supply *may* result in a pressure to be greater than the pressure on the public water supply and *may* result in a back flow.

Certified Tester: A person who has proven his/her competency to test, repair, overhaul and make reports on backflow prevention devices as evidenced by certification of successful completion of a training program approved by the Public Works Director.

~~Confinement Device~~ Isolation Device: A backflow prevention device, as approved and required, installed within a private plumbing or distribution system to isolate a localized hazard from the remainder of said system.

Consumer: Any person, firm, or corporation responsible for any property at which water from the Town of Angier public water supply is received. In the absence of other parties or the failure of other parties to accept the responsibilities herein set forth, the owner of record *shall* be ultimately responsible. A backflow prevention device as approved installed at the point of separation between the public water supply and a private service or private distribution system or at the point of metering.

Contamination: The presence of any foreign substance (organic, inorganic, radiological, or biological) in water that tends to degrade its quality as to constitute a hazard or impair the usefulness of the water.

Containment Device: A backflow prevention device, as approved and required, installed at the point of separation between the public water supply and a private service or private distribution system or at the point of metering.

Cross-connection: Any physical connection whereby the public water supply is connected with any other water supply system, whether public or private, either inside or outside of any building or buildings, in such a manner that a flow of water into the public water supply is possible either through the manipulation of valves or because of ineffective check or back-pressure valves, or because of any other arrangement.

Cross-Connection Control Coordinator: The official position established and authorized by the Town of Angier designated by the Public Works Director to administer, interpret this section and who *shall* be a certified tester.

Double Check Valve Backflow Prevention Device~~Device~~ Assembly (DC): An approved assembly composed of two (2) single, spring-loaded independently operating check valves, including tightly closing shut-off valves located at each end of the assembly, and having suitable connections for testing the watertightness of each check valve. ASSE 1015

Double Check Detector Fire Protection Assembly (DCDA): An approved assembly consisting of two internally force loaded, independently acting check valves, designed to operate normally in the closed position; two tight closing, resilient seated shut-off valves; and four test cocks. The assembly must include a by-pass line with a water meter and double check assembly. ASSE 1048

Dual Check Valve (Du): An approved device containing two (2) independently acting check valves in series. ASSE 1024

Fire Line: A system of pipes and equipment used to supply water in an emergency for the purpose of extinguishing fires.

Interconnection: Any system of piping or other arrangement whereby the public water supply is connected directly with a sewer, drain, conduit, pool, heat exchanger, storage reservoir, or other device which does or *may* contain sewage or other waste or substance which would be capable of imparting contamination to the public water supply.

Pressure Vacuum Breaker: An approved assembly containing an independently operating spring loaded check valve and an independently operating loaded air inlet valve located on the discharge side of the check valve. The assembly must be equipped with suitable connections for testing the proper operation of the device and tightly closing shut-off valves located at each end of the assembly. ASSE 1020

Public Water Supply: The water distribution system of the Town of Angier as used by its in-town customers and its out-of-town customers, ~~and~~ and which supply is recognized as the Harnett County Water Supply System, as permitted by the North Carolina Department of Environmental and Natural Resources.

Reduced Pressure Zone Principle Backflow Prevention Device (RPZ): An approved ~~device~~ assembly containing within its structure, two (2) spring loaded independently operating check valves, together with an automatically operating pressure differential relief valve located between the two check valves. The first check valve reduces the supply pressure a predetermined amount so that during normal flow and at cessation of normal flow the pressure between the checks *shall* be less than the supply pressures. In case of leakage of either check valve, the differential relief valve, by discharging to the atmosphere, *shall* operate to maintain the pressure between the check valves less than the supply pressure. This device *shall* have suitable connections for testing the proper operation of the device, including tightly closing shut-off valves located at each end of the device. ASSE 1013

Reduced Pressure Zone Fire Protection Detector Assembly (RPDA): An approved assembly consisting of two internally force loaded, independently acting check valves, designed to operate normally in the closed position, separated by an intermediate zone that includes an internally force loaded hydraulically operated relief for venting to atmosphere, designed to operate normally in the open position, two tight closing, resilient seated shut-off valves, four test cocks, and a metered reduced pressure backflow assembly by-pass. ASSE 1047

2. Compliance with Federal and State Law

The Town of Angier will comply with the Federal Safe Drinking Water Act, the North Carolina Drinking Water Act, and North Carolina State Building Code, which pertain to cross-connections, auxiliary intakes and interconnections, and establish an effective ongoing program to control potential sources of contamination of the public water supply.

3. Unlawful Connections

It *shall* be unlawful for any person to cause a cross-connection, auxiliary intake or inter-connection to be made; or allow one to exist for any purpose whatsoever.

4. Inspection of Property

It *shall* be the duty, upon request of the Public Works Director, of the cross connection coordinator to cause inspections to be made of properties served by the public water supply where cross-connections with the public water supply are deemed possible. The frequency of inspections and re-inspections *shall* be set by the Public Works Director.

5. Right of Access

The Building Inspector, or authorized representative, *shall* have the right to enter, at reasonable time, any nonresidential property served by a connection to the Town of Angier public water supply for the purpose of performing the duties of this article. In those cases in which the property owner chooses not to provide such access, the Building Inspector, or authorized representative, *may* designate the location as a high hazard in accordance with Section 7.

6. Existing Conditions

Any consumer *shall* be allowed ninety (90) days to correct any cross-connections, auxiliary intakes, interconnections or other hazard as defined by Section 7 of this code without penalty. The ninety (90) days will be from the date of receipt of the notification given by the Cross Connection Coordinator, or Building Inspector.

7. Hazardous Uses

(a) The following uses *shall* be classified as hazardous uses;

1. Hazardous uses include, but are not limited to: pumps and tanks handling sewage, radioactive, lethal, or toxic substances, boiler and steam connections, sewer waste lines, low inlets to receptacles containing toxic substances, coils or jackets used as heat exchangers, flush valve toilets without vacuum breaks, bacterial and viral materials, private wells or other private water supply, irrigation systems, water systems or hose connections, with booster pumps, carbonation equipment, or similar hazard potential as determined by the cross connection coordinator.
2. Any location at which the nature or mode of operations within a premises are such that frequent alterations are made to the plumbing or at which there is a likelihood in the determination of the Cross Connection Coordinator that protective measures may be subverted, altered, or disconnected.
3. Any facility which contains, but is not limited to, a bottling plant, cannery, building have five (5) or more stories, battery manufacturer, exterminator, greenhouse, chemical processing plant, dairy, dye works, film laboratory, car wash, hospital, commercial laboratory, laundry, metal fabricating operations, mortuary, swimming pool, morgue, x-ray equipment, medical office with laboratory, aspirator, medical washing equipment, packing house, plating plant, poultry house, power plant, nuclear reactor, those fire sprinkler systems equipped with facilities for introduction of freeze preventive chemicals or other substances other than water, dental office, any radioactive material,

restaurant, shopping mall with tenant conducting any activity listed in this section and sewage pump or treatment facilities.

- (b) All installations described in Section 7 of this code *shall* be deemed hazardous uses, and must have a containment device in the form of a reduced pressure zone backflow prevention device provided that, if the consumer demonstrates to the satisfaction of the Cross Connection Coordinator that sufficient internal confinement devices have been installed and tested. The Cross Connection Coordinator may require that the consumer provide engineering drawings sealed by a professional engineer of installations within the premises, which provide complete internal protection against cross-connection. Any such connection *shall* be considered a cross-connection for the purpose of determining the type of containment device required. Each internal confinement device *shall* be one of the following, as approved by the Building Inspector or his authorized representative: reduced pressure zone principle backflow prevention device, double check valve backflow prevention device, air gap, vacuum break-pressure type, or dual check valve. Each reduced pressure zone principal backflow prevention device serving as an internal confinement device shall have a mesh strainer immediately upstream of the inlet gate valve.
- (c) No person *shall* fill any tanks or tankers which include the following: those containing, pesticides, fertilizers, other toxic chemicals or residues, flush trucks, street sweepers, and non-potable water tankers from a public water system except with an approved air gap fill or an approved reduced pressure backflow preventor properly installed on the tank or tanker or on the public water supply fill pipeline or hose.

8. Other Connections

- (a) Services to single family residential units, not otherwise required by this code to have other containment devices, may have a containment device in the form of an approved dual check valve on all such services which meters are applied more than ninety (90) days following the date of adoption of this ordinance, said dual check valves or other containment devices as required *shall* be installed by the owner's representative prior to the installation of the meter by the Town of Angier Public Works Department. On all such services for which meters have been applied prior to that date, said dual check valve shall be installed by the Town of Angier Public Works Department, provided that the Town of Angier reserves the right to charge the owner or occupant of any residence for the cost of said device and its installation. Maintenance of dual check valve containment devices installed in accordance with this section *shall* be conducted by the Town of Angier Public Works Department. Testable containment devices that are required

on lawn irrigation water systems must be ~~performed by the Town~~ by a contractor that has been approved by the Town.

- (b) All other connections to the public water supply of the Town of Angier *shall* have containment devices in the form of a double check valve backflow prevention device as set forth in Section 8 of this code. This *shall* include water mains installed to The Town's standards, and with Town supervision, but which are not maintained by the Town including but not limited to manufactured home parks, apartments, group housing projects, and other private distribution systems, or similar hazard potential as determined by the Public Works Director or Building Inspector, or his authorized representative. Private distribution systems *shall* be configured so as to provide looped mains, with two (2) or more containment devices on each building water service connection and at dead-end branch mains.

9. Installation of Containment Devices

- (a) The containment devices *shall* be located out of the street right-of-way on the water ~~main~~ sidemain side of any plumbing connections, where feasible. When installed in a building, the device *shall* be located on the service line immediately after its entrance into the building. Each containment and ~~confinement~~ isolation device *shall* be installed in a location that is physically accessible for inspection and testing as determined by the cross-connection coordinator. Containment devices, which have been buried in the ground, do not satisfy the provisions of this code. Each reduced pressure principle zone device shall be installed such that flooding of the device is unlikely as determined by the Building Inspector.
- (b) The Public Works Director *shall* maintain a list of approved manufacturers and models of hazard containment devices and drawings of standard installation, copies to be made available through the office of the Public Works Director. All reduced pressure zone principle backflow prevention ~~devices~~ devices assemblies and double check valve backflow prevention ~~devices~~ devices assemblies shall be approved by the ~~Foundation for Cross Connection Control and Hydraulic Research~~ American Society of Sanitary Engineers. All vacuum breaks and dual check valve devices shall be approved by the American Society ~~for~~ of Sanitary Engineers. All installations and materials shall conform to Town of Angier standards as set by the Public Works Director.
- (c) In those cases in which containment and/or ~~confinement~~ isolation devices have been previously installed by prior owners, the Town of Angier, or other parties, the responsibility for maintenance, testing, and replacement as applicable *shall* be with the consumer.
- (d) The cost of said means of containment, and any other plumbing modifications necessary and convenient thereto, and the testing and maintenance thereof is to be paid for by the consumer.

10. New Construction

All buildings, proposing to connect to the public water system of the Town of Angier receiving building permits, on or after the effective date of this ordinance, *shall* be equipped with an approved and tested as properly functioning backflow prevention device(s) and or assemblies, as prescribed herein, prior to the issuance of a Certificate of Code Compliance for that building. If a building permit was issued for the building prior to the effective date of this Ordinance, or a building permit was not required, the building *shall* be considered to be an existing building prior to the effective date, in accordance with Section 4 of this code.

11. Notification of Consumer

Upon identification of a hazard, or hazard potential, as defined in Sections 7 through 8 of this code, the cross connection ~~coordinator~~, coordinator *shall* notify the consumer of record of the property on which the hazard exists of the following:

- (a) Location of Hazard
- (b) Nature of Hazard Observed
- (c) Date Hazard Observed
- (d) Section of Code Applicable
- (e) Requirements of Code

Such notification to be made by certified mail, with return receipt requested.

12. Change in Nature of Use

The Building Inspector *shall* be notified by the consumer the nature of use of the property changes so as to change the hazard classification of that property, as set forth in Sections 7 through 8 of this code.

13. Consumer Responsibilities

- (a) The consumer *shall*, upon notification, as defined in Section 11 of this code, install the hazard containment device(s) as required within 90 days from the date of notification.
- (b) If, after expiration of ninety (90) days, the containment device(s) has not been installed in conformance with standards set by the Town of Angier, and/or said containment devices are not in a proper working condition, the Building Inspector may notify the Public Works Director for the purpose of discontinuing the public water supply service at that premises, and service shall not be restored until such

devices have been installed. The Building Inspector may permit an extension of up to ninety (90) additional days if compliance efforts are underway and the existence of hardship can be demonstrated.

- (c) The Town of Angier *shall* bear no liability for direct or consequential damages caused by the discontinuance of service pursuant to this section.

14. Testing and Maintenance of Devices

The consumer at each property at which containment and/or ~~confinement~~ Isolation device(s) assemblies have been installed, except those with devices installed in accordance with Section 8 (a) of this code, shall have each containment and/or ~~confinement device(s)~~ isolation assemblies tested upon installation and on an annual basis thereafter, and perform any routine maintenance to such device as recommended by the manufacturer, and provide the Cross Connection Coordinator with a report as defined by the Cross-Connection Control Coordinator documenting the inspection and work. The consumer *shall* cause such maintenance, or repairs to be made, rendering the device fully operational. Failure of the consumer to perform that testing and maintenance *shall* be cause for the premises to be deemed an immediate public health hazard. The Public Works Director and/or Building Inspector *may* immediately thereafter discontinue public water supply service to that premises and service *shall* not be restored until such devices or assemblies have been rendered operational. Where the use of water is critical to the continuance of normal operations or protection of life, property, or equipment, duplicated containment or ~~confinement~~ isolation devices shall be provided by the property owner to avoid the necessity of discontinuing water service to test or repair the device or devices.

15. Enforcement by Civil Penalty

- (a) **Penalty:** Violation of any provision of this article *may* subject the offender to a civil penalty to be recovered by the Town in a civil action in the nature of debt if the offender does not pay the penalty within thirty (30) days after the assessment has become final by exhaustion of the appeal process established by this Section, or by failure to appeal the assessment. The civil penalty for violation of any provision of this cross connection control article *shall* not exceed five hundred dollars (\$500) per day for each day of continuous violation, or a cumulative or single civil penalty of ten thousand dollars (\$10,000). The civil penalty for willful violation of any provision of this article *shall* not exceed one thousand dollars (\$1,000) per day for each day of a continuous violation, or a cumulative or single civil penalty of twenty thousand dollars (\$20,000).

- (b) **Assessment:** Any civil penalty *shall* be assessed by the Town Manager, upon the recommendation of the Building Inspector or Public Works Director, and *shall* be based upon the reasonable estimated cost of correcting the cited violation, the magnitude of the potential risk posed to the public health, safety and welfare by the violation, and the cost of the public safety or other emergency response caused by the violation. The Town Manager *shall* have serve written notice of the civil penalty assessment to the offender and set out with reasonable care the basis of the amount so assessed.
- (c) **Equitable Relief:** An appropriate equitable remedy, including a mandatory or prohibitory injunction, issuing from a court of competent jurisdiction may endorse the provisions of this article.
- (d) **Enforcement option:** The penalties and enforcement provisions established by this article *may* be applied in additional to or instead of the penalties established by other sections of this code.

16. Limitation of Liability

The Town of Angier *shall* not be held liable, for any cause, for failure to detect any unit failing to operate adequately, or failure to identify any specific hazard, which *may* result in contamination of its public water supply, nor *shall* this ordinance diminish the responsibility of any property owner from whose property a contamination of the public water supply *may* originate.

APPENDIX A

FIGURE 1: NORTH CAROLINA GUIDELINES CROSS CONNECTION CONTROL IN WATER DISTRIBUTION SYSTEMS

These guidelines are supplemental to Section .0406(b). These guidelines are intended as a minimum requirement. Public water suppliers may adopt more stringent requirements. Each supplier of water shall conform to the minimum requirements established in these guidelines.

I. Degree of Hazard:

- A. Severe: Actual or potential threat of contamination that presents an imminent danger to the public health with consequence of serious illness or death.
- B. Moderate: One that presents foreseeable and significant potential for pollution, nuisance, aesthetically objectionable or other undesirable alterations of the drinking water supply.

II. Backflow Prevention Assembly Requirements:

Degree of hazard	RPZ*	DCVA**	Air Gap
Severe	X	---	X
Moderate	---	X	---

* Reduced pressure zone

** Double check valve assembly

*** This is not intended to be an exhaustive list

III. Facilities that Require Installation of a Backflow Preventer*:**

A. Moderate hazard – DCVA:

1. Fire sprinkler systems without booster pump facilities or chemical additives.
2. Connection to tanks, lines and vessels that handle non-toxic substances.
3. Most commercial establishments.
4. Automatic service stations, bakeries and beauty shops with no health hazard and bottling plants with no back pressure.
5. etcEtc.

B. Severe hazard – RPZ or air gap:

1. Lawn sprinkler systems
2. Wastewater treatment plants
3. Connection to an unapproved water system or unapproved auxiliary water supply
4. Connection to tanks, pumps, lines, steam boilers or vessels that handle sewage, lethal substances, toxic or radioactive substances
5. Fire sprinkler systems with booster pump facilities (such as fire department connections [FDCs] or chemical additives)

6. Buildings with five or more stories above ground level
7. Hospital and other medical facilities
8. Morgues, mortuaries and autopsy facilities
9. Metal plating facilities
10. Bottling plants (subject to back pressure)
11. Canneries
12. Battery manufacturers
13. Exterminators and lawn care companies
14. Chemical processing plants
15. Dairies
16. Film laboratories
17. Car wash facilities
18. Dye works
19. Laundries
20. Swimming pools
21. Water front facilities
22. etcEtc.

IV. Approved Backflow Prevention Assemblies:

Meets American Society of Sanitary Engineering (ASSE) standard and carries ASSE seal or is on the University of Southern California approval list.

V. Backflow Prevention Assembly Installation:

Backflow prevention assemblies must be located in a place where it is readily accessible for regular testing, maintenance and inspection. Bypass lines parallel to a backflow prevention assembly shall have an approved backflow prevention assembly installed that is equal to that on the main line.

A. RPZ:

1. Above ground installation preferred.
2. Below ground vault shall have positive drainage with adequate gravity drainage to atmosphere.
3. 12 inches minimum clearance from vault walls and floor.
4. Installation in accordance with manufacturer's recommendations.

B. DCVA:

1. Vertical or horizontal installation acceptable.
2. Adequate drainage shall be provided if installed below ground.



Backflow Solutions, Inc.

BSI Online Program Summary

For over 15 years, BSI has been the country's leader in backflow management. To better assist municipalities, BSI has developed a revolutionary way to administer the mandated backflow tracking portions of a cross-connection control program. This program, called BSI Online, is a completely tester driven and environmentally friendly system. Better yet, BSI Online is NOT software that municipal staff must constantly update and maintain - i.e. NO time consuming data entry and NO expensive start up and support fees.

BSI Online eliminates the time needed to administer a tracking program, while allowing you to maintain complete control of your backflow program.

Here's how it works:

DATABASE SETUP

All existing backflow assemblies within your municipality will be added to the BSI Online database by BSI staff. This information is garnered from your existing database and past test reports, as well as any additional backflow data discovered during inspections and surveys.

TESTER MEETING

BSI will perform an initial tester meeting with all companies doing backflow testing in your community. This meeting is designed to train the tester as to how to submit test reports via the BSI Online system, answer any questions they may have and also to serve as a way to get to know all the local testing companies.

NOTIFICATIONS

BSI will send written notifications via U.S. Mail (postage paid, letters sent with your municipal logo) to water customers informing them of their backflow testing requirements. BSI Online sends multiple notices, which are all 100% customizable. To assist your water customers and increase compliance, BSI Online also includes the company name and contact information for the last tester of record on each notification. BSI will handle all returned mail, ensuring that each customer is properly notified. Lastly, we keep a detailed log of all notices sent, should the municipality ever need copies.

DATA ENTRY

All test reports for existing or replacement backflow assemblies are entered by the backflow tester via the BSI Online program. BSI Online requires all information to be filled in, eliminating incomplete test reports and automatically verifies whether the test is passing or failing per State standards. The system is easy to use and provides many benefits to the testing companies as well, such as email reminders and past history reports for their company.

TEST REPORT SUBMITTAL

The tester will pay a \$12.95 filing fee when submitting each backflow test report. As each report is successfully submitted, PDF copies of the report are automatically sent via email to both the municipality and the tester. The tester also receives a receipt via email detailing all test reports submitted.

continued on next page



Backflow Solutions, Inc.

BSI Online Program Summary

continued from page 1

SECURITY

BSI Online takes the security of your system very seriously. All customers are protected by an individual confirmation number that keeps their information private. Your data is backed up multiple times a day on separate, off site servers (which utilize the most up to date firewalls and system protections).

REPORTING

The municipality will have complete access into the system. Your data will always be accessible to you, and you will be able to view the backflow information for your customers, as well as track the companies working in your town. We have developed a comprehensive dashboard which will immediately allow you to view non-compliant customers, as well as a customizable reporting system which is constructed to fit your specific needs.

CONSULTING

BSI will provide consulting services to the municipality on all backflow related issues for the duration of the agreement. BSI will also provide representation/consulting during any inspections or inquiries from your local governing agency. BSI is comprised of industry experts willing to assist you in any way possible.

CUSTOMER SERVICE

BSI will handle all customer service issues and questions from water customers and testers via our 24 hour, 800 customer service number. This includes assistance with BSI Online, statutory and code questions, technical plumbing and fire protection questions, as well as general customer inquiries. Your customers will speak to a live, human being who can answer their questions, and will never be directed to automated menus.

**Total Cost for Tracking/Management
for the BSI Online Program: \$495.00 per year**

(includes both non-residential and residential connections, no limit as to the number of connections or backflow assemblies)

Summary:

The goal of BSI Online is to provide you with a comprehensive and budget friendly way to administer your backflow program. BSI Online provides extensive reporting features, GIS integration and allows you to maintain complete control of your program while taking advantage of BSI Online's capabilities and expertise.

Please contact us with any questions. We thank you for considering us and look forward to becoming a member of your community.

Sincerely,

Brad Stancampiano
Executive Vice President
Backflow Solutions Inc. BSI Online
www.bsiprograms.com
800.414.4990

Consumer responsibility. The consumer has the primary responsibility of preventing pollutants and contaminants from entering his/her potable water system or the public potable water system. The consumer's responsibility starts at the point of delivery from the public potable water system and includes all of his/her water system. The consumer, at his/her expense, shall install, operate, test, and maintain approved backflow prevention assemblies as directed by the town. The consumer shall maintain accurate records of tests and repairs made to backflow prevention assemblies and shall maintain such records for a minimum period of three years. The records shall be on forms approved by the town and shall include the list of materials or replacement parts used. Following any repair, overhaul, re-piping, or relocation of an assembly, the consumer shall have that backflow prevention assembly tested to ensure that it is in good operating condition and will prevent backflow. A certified backflow prevention assembly tester shall make tests, maintenance and repairs of backflow prevention assemblies.

Certified backflow prevention assembly tester responsibility. When employed by the consumer to test, repair, overhaul, or maintain backflow prevention assemblies, a certified backflow prevention assembly tester (tester) will have the following responsibilities:

- (1) Each person wishing to test, repair, overhaul, or maintain backflow prevention assemblies shall provide a certificate(s) to the town which sets forth that he/she has met the minimum qualification standards established by the town for certification as a backflow prevention assembly tester, as outlined in the definition of backflow prevention assembly tester in section 12-158.
- (2) The tester will be responsible for making competent inspections and for repairing, or overhauling backflow prevention assemblies and making reports of such repair to the consumer and the town on forms approved by the town. The tester shall include the list of materials or replacement parts used. The tester shall be equipped with and be competent to use all the necessary tools, gauges, manometers and other equipment necessary to properly test, repair, and maintain backflow prevention assemblies. It will be the tester's responsibility to ensure that original manufactured parts are used in the repair of or replacement of parts in a backflow prevention assembly. It will be the tester's further responsibility not to change the design, material or operational characteristics of an assembly during repair or maintenance without prior approval of the town. A tester shall perform the work and be responsible for the competency and accuracy of all tests and reports. The tester shall provide a copy of all test and repair reports to the consumer, online system, and to the town within ten business days of any completed test or repair work. A tester shall maintain such records for a minimum period of three years.
- (3) All certified backflow prevention assembly testers must obtain and employ backflow prevention assembly test equipment that has been evaluated and/or approved by the town before registering his or her equipment on the online system. All test equipment shall be registered with the town through the online system. All test equipment shall be checked for accuracy annually (at a minimum), calibrated, if necessary, and certified to the town through the online system as to such calibration, employing an accuracy/calibration method acceptable to the town.
- (4) Copies of all passing test results shall be entered into the online cross connection control assembly tracking system (online system) and a copy sent to the public works and utilities department.

- (5) Each backflow testing company or individual performing backflow testing within the town jurisdiction shall set up an account in the online system, supplying and maintaining required information pertaining to the testing company, testers, test kits and licenses. Each company shall create a user name and password to be used on the online system. Each testing company or individual shall adhere to all procedural policies and agree to all terms specified in the online system.
- (6) For each backflow test report submitted by the testing company or individual via the online system, the testing company or individual will be required to pay a filing fee due at the time of submittal. All backflow test reports must be submitted electronically via the online system. The filing fee shall be paid directly to the firm acting as the town's authorized online system provider. The tester may elect to absorb the filing fee for competitive marketing purposes or pass it along to the assembly owner when invoicing for the test.
- (7) Each backflow test report submitted by the testing company or individual via the online system shall be in a passing state or status. Test reports that fail shall be repaired and be in passing status before submitting to the online system.

(Ord. No. 03-0617-05, § 1, 6-17-03; Ord. No. 2015-0217-05, §§ 1, 2-17-2015; Ord. No. 2015-0303-11, §§ 1, 2, 3-3-2015)



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: June 7, 2016

**Item: 9A
Considerations**

**SUBJECT: Consider an Ordinance to Adopt the proposed 2016 ~ 2017 Town
of Angier Budget.**

The proposed 2016 ~ 2017 Town of Angier Budget Ordinance will be presented for your consideration as advertised in *The Daily Record* twice per General Statutes requirements. Following the Public Hearing required, the Board of Commissioners is now eligible to consider Adopting an Ordinance for the passage of the 2016 ~ 2017 Town of Angier Budget.

Manager's Comments:



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: June 7, 2016

Item: 9B
Considerations

SUBJECT: Consider the Adoption of an Ordinance to Annex the property on Atkins Road, Fuquay~Varina, as requested by Southern Acres, LLC.

As advertised in *The Daily Record*, after hosting the required Public Hearing, the Board of Commissioners is now eligible to consider the Adoption of an Ordinance to Annex the property on Atkins Road, submitted by Southern Acres, LLC.

The property owner(s) would like to annex two separate properties totaling 55.635 acres. These parcels have Harnett County PINs #0664-84-0935.000 and 0664-94-1836.000, located on Atkins Road, Fuquay~Varina.

Since filing its Petition to Annex into The Town of Angier, the Town Clerk, as directed by the Board, has investigated the Sufficiency of Southern Acres, LLC's Petition and has Certified those Results. In May, the Board adopted a Resolution to Fix the Date for a Public Hearing during its next regularly scheduled Board of Commissioners' meeting June 7, 2016. Per the General Statutes, following the Public Hearing, the Town Board may consider whether to adopt an Ordinance to Annex this property.

Manager's Comments:



Town of Angier

Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

Ordinance No.: 009-2016
Date Adopted: June 7, 2016

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 Southern Acres, LLC, on March 15, 2016, to annex the area (Harnett County Parcel PINs: 0664~84~0935.000 and 0664~94~1836.000) 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, June 7, 2016, at or shortly thereafter 7 p.m. inside the Angier Municipal Building Board Room, after due notice by publications in the *Daily Record* on May 12, 2016, and May 18, 2016; 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 of Angier, North Carolina, as of June 7, 2016;

Being All that tract or parcel of land lying or being in Black River Township, Harnett County, North Carolina and being more particularly described as follows:

Beginning at an existing rail road spike in the centerline intersection of SR 1448 (Atkins Road) and Tar Kiln Lane and runs thence as the centerline of SR 1448 North 00 degrees 48 minutes 44 seconds East for a distance of 20.46 feet to an existing PK nail, said PK nail being the common corner of Garry Edwards and Cathy Edwards as described in Deed Book 1844, Page 512 and Plat Cabinet "F", Slide 597-B both of the Harnett County Registry;

THENCE with the southern line of said Edwards South 85 degrees 57 minutes 50 seconds East for a distance of 468.07 feet to an existing PK nail;

THENCE continuing with said Edwards South 73 degrees 29 minutes 46 seconds East for a distance of 70.62 feet to a nail set at the base of a bent existing iron stake, said point being the common corner of Douglas F. Miller and Debra B. Miller as described in Deed Book 3119, Page 129, Deed Book 3170, Page 278 and Map Number 2013-264 all of the Harnett County Registry;

THENCE with the western line of said Miller South 00 degrees 37 minutes 02 seconds East for a distance of 233.61 feet to an existing iron stake;

THENCE with the southern line of said Miller South 70 degrees 02 minutes 56 seconds East for a distance of 567.36 feet to an existing iron stake;

THENCE continuing with the southern line of said Miller South 80 degrees 24 minutes 10 seconds East for a distance of 803.43 feet to an existing iron stake;

THENCE with the eastern line of said Miller North 31 degrees 38 minutes 45 seconds East for a distance of 209.28 feet to an existing iron stake;

THENCE continuing with the eastern line of said Miller North 13 degrees 53 minutes 22 seconds East for a distance of 554.11 feet to an existing iron stake in the southern line of said Miller;

THENCE with the southern line of said Miller North 61 degrees 02 minutes 55 seconds East for a distance of 385.51 feet to an existing iron stake on the western top of bank of Neill's Creek;

THENCE along a traverse line using iron stakes along Neill's Creek the following courses and distances:

*South 20 degrees 30 minutes 05 seconds East for a distance of 89.23 feet;
South 78 degrees 11 minutes 52 seconds West for a distance of 23.25 feet;
South 85 degrees 07 minutes 03 seconds West for a distance of 19.46 feet;
South 24 degrees 06 minutes 40 seconds West for a distance of 29.34 feet;
South 07 degrees 34 minutes 16 seconds East for a distance of 30.14 feet;
South 35 degrees 42 minutes 15 seconds West for a distance of 35.04 feet;
South 15 degrees 32 minutes 15 seconds East for a distance of 88.03 feet;
South 60 degrees 05 minutes 01 seconds East for a distance of 53.59 feet;
South 13 degrees 54 minutes 22 seconds West for a distance of 86.23 feet;
South 40 degrees 33 minutes 04 seconds East for a distance of 74.70 feet;
South 85 degrees 20 minutes 10 seconds East for a distance of 28.83 feet;
South 29 degrees 27 minutes 39 seconds East for a distance of 49.09 feet;
South 03 degrees 02 minutes 34 seconds West for a distance of 25.30 feet;
South 11 degrees 34 minutes 12 seconds East for a distance of 71.61 feet;
South 53 degrees 23 minutes 52 seconds East for a distance of 33.41 feet;
South 37 degrees 44 minutes 24 seconds West for a distance of 26.47 feet;
South 28 degrees 49 minutes 06 seconds East for a distance of 65.71 feet;
North 64 degrees 22 minutes 49 seconds East for a distance of 22.80 feet;
South 14 degrees 51 minutes 05 seconds East for a distance of 24.93 feet;
South 71 degrees 37 minutes 42 seconds East for a distance of 24.59 feet;
North 59 degrees 18 minutes 07 seconds East for a distance of 27.70 feet;
South 78 degrees 12 minutes 10 seconds East for a distance of 26.22 feet;
South 28 degrees 39 minutes 04 seconds East for a distance of 41.95 feet;
South 22 degrees 19 minutes 19 seconds West for a distance of 71.62 feet;
South 39 degrees 20 minutes 24 seconds West for a distance of 78.34 feet;
South 40 degrees 22 minutes 49 seconds West for a distance of 23.34 feet;
North 33 degrees 30 minutes 31 seconds West for a distance of 23.20 feet;
South 76 degrees 53 minutes 55 seconds West for a distance of 83.93 feet;
North 38 degrees 09 minutes 00 seconds East for a distance of 35.99 feet;
North 11 degrees 19 minutes 21 seconds East for a distance of 23.93 feet;
North 83 degrees 13 minutes 10 seconds West for a distance of 65.84 feet;*

South 62 degrees 38 minutes 23 seconds West for a distance of 28.99 feet;
South 10 degrees 33 minutes 36 seconds West for a distance of 36.17 feet;
South 70 degrees 53 minutes 55 seconds West for a distance of 18.53 feet;
South 45 degrees 39 minutes 21 seconds West for a distance of 33.87 feet;
South 26 degrees 14 minutes 26 seconds East for a distance of 21.23 feet;
South 65 degrees 08 minutes 02 seconds East for a distance of 35.33 feet;
South 20 degrees 57 minutes 51 seconds West for a distance of 30.18 feet;
South 05 degrees 26 minutes 07 seconds East for a distance of 28.27 feet;
North 86 degrees 01 minutes 06 seconds West for a distance of 21.17 feet;
South 07 degrees 01 minutes 12 seconds West for a distance of 40.98 feet;
South 63 degrees 25 minutes 39 seconds West for a distance of 34.63 feet;
South 18 degrees 51 minutes 21 seconds East for a distance of 27.47 feet;
South 77 degrees 22 minutes 14 seconds East for a distance of 58.36 feet;
North 65 degrees 47 minutes 19 seconds East for a distance of 24.74 feet;
South 30 degrees 12 minutes 41 seconds East for a distance of 30.63 feet;
South 02 degrees 08 minutes 20 seconds West for a distance of 37.12 feet;
South 56 degrees 36 minutes 43 seconds East for a distance of 20.68 feet;
South 07 degrees 48 minutes 15 seconds West for a distance of 54.11 feet;
South 10 degrees 42 minutes 12 seconds East for a distance of 24.89 feet;
South 30 degrees 10 minutes 16 seconds West for a distance of 29.67 feet;
South 40 degrees 38 minutes 49 seconds East for a distance of 35.38 feet;
South 56 degrees 58 minutes 47 seconds West for a distance of 31.26 feet;
North 60 degrees 31 minutes 33 seconds West for a distance of 14.84 feet;
South 57 degrees 06 minutes 32 seconds West for a distance of 16.76 feet;
South 11 degrees 08 minutes 01 seconds West for a distance of 49.39 feet;
South 46 degrees 02 minutes 17 seconds East for a distance of 31.66 feet;
South 04 degrees 29 minutes 18 seconds East for a distance of 53.68 feet;
South 57 degrees 10 minutes 43 seconds West for a distance of 20.22 feet;
South 10 degrees 02 minutes 14 seconds West for a distance of 28.46 feet;
South 84 degrees 46 minutes 32 seconds West for a distance of 43.60 feet;
South 50 degrees 55 minutes 24 seconds West for a distance of 30.83 feet;
South 09 degrees 40 minutes 54 seconds West for a distance of 29.12 feet;
North 44 degrees 46 minutes 54 seconds West for a distance of 16.84 feet;
South 79 degrees 41 minutes 06 seconds West for a distance of 14.04 feet;
South 06 degrees 33 minutes 53 seconds West for a distance of 64.08 feet;
South 42 degrees 36 minutes 06 seconds East for a distance of 17.98 feet;
South 76 degrees 49 minutes 13 seconds East for a distance of 37.88 feet;
South 62 degrees 37 minutes 54 seconds East for a distance of 35.68 feet;
South 63 degrees 49 minutes 23 seconds West for a distance of 16.60 feet;
South 37 degrees 28 minutes 20 seconds West for a distance of 35.53 feet;
North 44 degrees 25 minutes 22 seconds West for a distance of 13.23 feet;
North 48 degrees 44 minutes 47 seconds West for a distance of 26.05 feet;
South 37 degrees 07 minutes 31 seconds West for a distance of 29.44 feet;
South 19 degrees 57 minutes 36 seconds East for a distance of 36.04 feet;
South 44 degrees 55 minutes 31 seconds East for a distance of 29.12 feet;
North 57 degrees 57 minutes 41 seconds West for a distance of 20.12 feet;

South 79 degrees 47 minutes 49 seconds West for a distance of 45.81 feet;

South 15 degrees 58 minutes 31 seconds West for a distance of 37.46 feet to an existing iron pipe on the western top of bank of Neill's Creek;

THENCE leaving said Neill's Creek and along the northern line of Kennis Creek Subdivision as described in Plat Cabinet "C", Slide 143-A, Plat Cabinet "F", Slide 236-A, Plat Cabinet "F", Slide 257-C, Plat Cabinet "F", Slide 457-C, Plat Cabinet "F", Slide 815-C all of the Harnett County Registry the following courses and distances:

North 84 degrees 43 minutes 39 seconds West for a distance of 134.97 feet to an existing iron pipe;

North 84 degrees 44 minutes 13 seconds West for a distance of 362.36 feet to an existing iron stake;

North 84 degrees 43 minutes 40 seconds West for a distance of 246.34 feet to an existing iron pipe;

North 84 degrees 41 minutes 26 seconds West for a distance of 227.66 feet to an existing iron pipe;

North 84 degrees 47 minutes 29 seconds West for a distance of 125.02 feet to an existing iron pipe;

North 82 degrees 24 minutes 13 seconds West for a distance of 124.97 feet to an existing iron pipe;

North 82 degrees 25 minutes 09 seconds West for a distance of 50.00 feet to an existing iron pipe;

North 82 degrees 27 minutes 42 seconds West for a distance of 90.95 feet to an existing iron stake;

North 82 degrees 25 minutes 38 seconds West for a distance of 166.82 feet to an existing iron pipe;

North 82 degrees 28 minutes 18 seconds West for a distance of 230.67 feet to an existing iron pipe;

North 83 degrees 05 minutes 56 seconds West for a distance of 29.31 feet to an existing iron pipe, said point being the southeast corner of David Timothy Foster and Ann H. Foster as described in Deed Book 1109, Page 500 and Plat Cabinet "C", Slide 134-A

both of the Harnett County Registry;

THENCE with the eastern line of and past the corner of said Foster North 00 degrees 40 minutes 29 seconds West for a distance of 431.02 feet to the northern corner of Ned A Matthews and Anfesa J. Matthews as described in Deed Book 1306, Page 67 and Plat Cabinet "F", Slide 346A both of the Harnett County Registry;

THENCE with the northern line of said Matthews North 82 degrees 31 minutes 36 seconds West for a distance of 572.76 to an existing PK nail in the centerline of SR 1448;

THENCE continuing with the centerline of SR 1448 North 02 degrees 16 minutes 54 seconds East for a distance of 170.04 feet to an existing PK nail;

THENCE continuing with the centerline of SR 1448 North 02 degrees 22 minutes 52 seconds East for a distance of 566.19 feet;

THENCE continuing with the centerline of SR 1448 North 02 degrees 20 minutes 25 seconds East for a distance of 49.98 feet to the Point and Place of BEGINNING;

Together with and subject to 50' easement as described in Map Number 2012-128, 20' easement in Deed Book 804, Page 513 and Deed Book 804, Page 515, covenants, easements, and restrictions of record.

Section 2. Upon and after June 7, 2016, 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 7th day of June, 2016, during their regularly scheduled monthly meeting.

ATTEST:

Lewis W. Weatherspoon, Mayor

Kim Lambert, Town Clerk

APPROVED AS TO
FORM:

Phillip A. Fusco, Town Attorney



Town of Angier

Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

**Date Authorized to Investigate the
Sufficiency of the Annexation
Request: April 5, 2016**

COPY

CERTIFICATE OF SUFFICIENCY

During its April 5, 2016, Board of Commissioners' meeting, the Town of Angier Clerk was directed to Investigate the Sufficiency of the Petition to Annex submitted by Southern Acres, LLC, on March 15, 2016.

To the Angier Board of Commissioners, I, Kim Lambert, Town Clerk for the Town of Angier, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property (inclusive of Harnett County Parcel Pins # 0664-84-0935.000 and # 0664-94-1836.000) lying in the areas described therein, in accordance General Statute § 160A – 58.1.


This confirms the Sufficiency of the Petition.

In witness whereof, I have hereunto set my hand and affixed the Seal of the Town of Angier, North Carolina, this the 14th day of April, 2016.

Adopted by the Angier Board of Commissioners on this the 3rd day of May, 2016.



ATTEST:


Kim Lambert, Town Clerk



Town of Angier

Lewis Weatherspoon
Mayor

Coley B. Price
Manager



Resolution No.: 005-2016
Date Submitted: April 5, 2016
Date Adopted: April 5, 2016

**A RESOLUTION OF THE TOWN OF ANGIER DIRECTING THE
TOWN CLERK TO INVESTIGATE AN ANNEXATION PETITION RECEIVED
UNDER GENERAL STATUTE § 160A – 58.1**

WHEREAS, the Town of Angier has received a Petition requesting Annexation of two areas described in said Petitions and inclusive of Harnett County Parcel Pins # 0664-84-0935.000 and # 0664-94-1836.000; and,

WHEREAS, the Petition to Annexation was submitted on March 15, 2016, by Southern Acres, LLC, and is scheduled to go before the Town of Angier Board of Commissioners during its April 5, 2016, meeting for Consideration to Direct the Clerk to Investigate;

WHEREAS, the General Statute § 160A – 58.2 provides that the Sufficiency of the Petition shall be Investigated by the Town of Angier Clerk before further Annexation Proceedings may take place; and,

WHEREAS, the Town Board of Commissioners of The Town of Angier Deems it Advisable to Proceed in Response to this Request for Annexation; and,

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

The Town of Angier Clerk is hereby Directed to Investigate the Sufficiency of the Aforementioned Petition and to Certify as soon as Possible to the Town Board of Commissioners the result of her Investigation.

Adopted by the Angier Board of Commissioners on this the 5th day of April, 2016.

ATTEST:

Lewis W. Weatherspoon, Mayor

Kim Lambert, Town Clerk



Town of Angier

Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

Resolution No.: 009-2016
Date Submitted: May 3, 2016
Date Adopted: May 3, 2016

COPY

**A RESOLUTION OF THE TOWN OF ANGIER FIXING A DATE
FOR A PUBLIC HEARING REGARDING A REQUEST FOR ANNEXATION
PURSUANT TO GENERAL STATUTE § 160A – 58.2**

WHEREAS, the Town of Angier received a Petition submitted on March 15, 2016, by Southern Acres, LLC, requesting Annexation of an area described in said Petitions and inclusive of Harnett County Parcel Pins # 0664-84-0935.000 and # 0664-94-1836.000; and,

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

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

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

Section 1. A Public Hearing on the Request for Annexation of the area described herein will be held inside the Angier Municipal Building Board Room at 7 PM on Tuesday, June 7, 2016.

Section 2. The area proposed for Annexation is described on the attached sheet.**

Together with and subject to 50~foot easement as described in Map Number 2012~128, 20~foot easement in Deed Book 804, Page 513, and Deed Book 804, Page 515, Covenants, Easements, and Restrictions of Record. Said property contains 55.635 acres total in traverse more or less.

Section 3. Notice of the Public Hearing shall be published in *The Daily Record*, a newspaper having general circulation in the Town of Angier, North Carolina, at least ten (10) days prior to the date of the June 7, 2016, Public Hearing.

Adopted by the Angier Board of Commissioners on this the 3rd day of May, 2016.

ATTEST:

Lewis W. Weatherspoon, Mayor

Kim Lambert, Town Clerk

****LEGAL DESCRIPTION**
Boundary of Southern Acres, LLC

All that tract or parcel of land lying or being in Black River Township, Harnett County, North Carolina and being more particularly described as follows:

Beginning at an existing rail road spike in the centerline intersection of SR 1448 (Atkins Road) and Tar Kiln Lane and runs thence as the centerline of SR 1448 North 00 degrees 48 minutes 44 seconds East for a distance of 20.46 feet to an existing PK nail, said PK nail being the common corner of Garry Edwards and Cathy Edwards as described in Deed Book 1844, Page 512 and Plat Cabinet "F", Slide 597-B both of the Harnett County Registry;

THENCE with the southern line of said Edwards South 85 degrees 57 minutes 50 seconds East for a distance of 468.07 feet to an existing PK nail;

THENCE continuing with said Edwards South 73 degrees 29 minutes 46 seconds East for a distance of 70.62 feet to a nail set at the base of a bent existing iron stake, said point being the common corner of Douglas F. Miller and Debra B. Miller as described in Deed Book 3119, Page 129, Deed Book 3170, Page 278 and Map Number 2013-264 all of the Harnett County Registry;

THENCE with the western line of said Miller South 00 degrees 37 minutes 02 seconds East for a distance of 233.61 feet to an existing iron stake;

THENCE with the southern line of said Miller South 70 degrees 02 minutes 56 seconds East for a distance of 567.36 feet to an existing iron stake;

THENCE continuing with the southern line of said Miller South 80 degrees 24 minutes 10 seconds East for a distance of 803.43 feet to an existing iron stake;

THENCE with the eastern line of said Miller North 31 degrees 38 minutes 45 seconds East for a distance of 209.28 feet to an existing iron stake;

THENCE continuing with the eastern line of said Miller North 13 degrees 53 minutes 22 seconds East for a distance of 554.11 feet to an existing iron stake in the southern line of said Miller;

THENCE with the southern line of said Miller North 61 degrees 02 minutes 55 seconds East for a distance of 385.51 feet to an existing iron stake on the western top of bank of Neill's Creek;

THENCE along a traverse line using iron stakes along Neill's Creek the following courses and distances:

*South 20 degrees 30 minutes 05 seconds East for a distance of 89.23 feet;
South 78 degrees 11 minutes 52 seconds West for a distance of 23.25 feet;
South 85 degrees 07 minutes 03 seconds West for a distance of 19.46 feet;
South 24 degrees 06 minutes 40 seconds West for a distance of 29.34 feet;
South 07 degrees 34 minutes 16 seconds East for a distance of 30.14 feet;
South 35 degrees 42 minutes 15 seconds West for a distance of 35.04 feet;
South 15 degrees 32 minutes 15 seconds East for a distance of 88.03 feet;
South 60 degrees 05 minutes 01 seconds East for a distance of 53.59 feet;
South 13 degrees 54 minutes 22 seconds West for a distance of 86.23 feet;
South 40 degrees 33 minutes 04 seconds East for a distance of 74.70 feet;
South 85 degrees 20 minutes 10 seconds East for a distance of 28.83 feet;
South 29 degrees 27 minutes 39 seconds East for a distance of 49.09 feet;
South 03 degrees 02 minutes 34 seconds West for a distance of 25.30 feet;*

South 11 degrees 34 minutes 12 seconds East for a distance of 71.61 feet;
South 53 degrees 23 minutes 52 seconds East for a distance of 33.41 feet;
South 37 degrees 44 minutes 24 seconds West for a distance of 26.47 feet;
South 28 degrees 49 minutes 06 seconds East for a distance of 65.71 feet;
North 64 degrees 22 minutes 49 seconds East for a distance of 22.80 feet;
South 14 degrees 51 minutes 05 seconds East for a distance of 24.93 feet;
South 71 degrees 37 minutes 42 seconds East for a distance of 24.59 feet;
North 59 degrees 18 minutes 07 seconds East for a distance of 27.70 feet;
South 78 degrees 12 minutes 10 seconds East for a distance of 26.22 feet;
South 28 degrees 39 minutes 04 seconds East for a distance of 41.95 feet;
South 22 degrees 19 minutes 19 seconds West for a distance of 71.62 feet;
South 39 degrees 20 minutes 24 seconds West for a distance of 78.34 feet;
South 40 degrees 22 minutes 49 seconds West for a distance of 23.34 feet;
North 33 degrees 30 minutes 31 seconds West for a distance of 23.20 feet;
South 76 degrees 53 minutes 55 seconds West for a distance of 83.93 feet;
North 38 degrees 09 minutes 00 seconds East for a distance of 35.99 feet;
North 11 degrees 19 minutes 21 seconds East for a distance of 23.93 feet;
North 83 degrees 13 minutes 10 seconds West for a distance of 65.84 feet;
South 62 degrees 38 minutes 23 seconds West for a distance of 28.99 feet;
South 10 degrees 33 minutes 36 seconds West for a distance of 36.17 feet;
South 70 degrees 53 minutes 55 seconds West for a distance of 18.53 feet;
South 45 degrees 39 minutes 21 seconds West for a distance of 33.87 feet;
South 26 degrees 14 minutes 26 seconds East for a distance of 21.23 feet;
South 65 degrees 08 minutes 02 seconds East for a distance of 35.33 feet;
South 20 degrees 57 minutes 51 seconds West for a distance of 30.18 feet;
South 05 degrees 26 minutes 07 seconds East for a distance of 28.27 feet;
North 86 degrees 01 minutes 06 seconds West for a distance of 21.17 feet;
South 07 degrees 01 minutes 12 seconds West for a distance of 40.98 feet;
South 63 degrees 25 minutes 39 seconds West for a distance of 34.63 feet;
South 18 degrees 51 minutes 21 seconds East for a distance of 27.47 feet;
South 77 degrees 22 minutes 14 seconds East for a distance of 58.36 feet;
North 65 degrees 47 minutes 19 seconds East for a distance of 24.74 feet;
South 30 degrees 12 minutes 41 seconds East for a distance of 30.63 feet;
South 02 degrees 08 minutes 20 seconds West for a distance of 37.12 feet;
South 56 degrees 36 minutes 43 seconds East for a distance of 20.68 feet;
South 07 degrees 48 minutes 15 seconds West for a distance of 54.11 feet;
South 10 degrees 42 minutes 12 seconds East for a distance of 24.89 feet;
South 30 degrees 10 minutes 16 seconds West for a distance of 29.67 feet;
South 40 degrees 38 minutes 49 seconds East for a distance of 35.38 feet;
South 56 degrees 58 minutes 47 seconds West for a distance of 31.26 feet;
North 60 degrees 31 minutes 33 seconds West for a distance of 14.84 feet;
South 57 degrees 06 minutes 32 seconds West for a distance of 16.76 feet;
South 11 degrees 08 minutes 01 seconds West for a distance of 49.39 feet;
South 46 degrees 02 minutes 17 seconds East for a distance of 31.66 feet;
South 04 degrees 29 minutes 18 seconds East for a distance of 53.68 feet;
South 57 degrees 10 minutes 43 seconds West for a distance of 20.22 feet;

South 10 degrees 02 minutes 14 seconds West for a distance of 28.46 feet;
South 84 degrees 46 minutes 32 seconds West for a distance of 43.60 feet;
South 50 degrees 55 minutes 24 seconds West for a distance of 30.83 feet;
South 09 degrees 40 minutes 54 seconds West for a distance of 29.12 feet;
North 44 degrees 46 minutes 54 seconds West for a distance of 16.84 feet;
South 79 degrees 41 minutes 06 seconds West for a distance of 14.04 feet;
South 06 degrees 33 minutes 53 seconds West for a distance of 64.08 feet;
South 42 degrees 36 minutes 06 seconds East for a distance of 17.98 feet;
South 76 degrees 49 minutes 13 seconds East for a distance of 37.88 feet;
South 62 degrees 37 minutes 54 seconds East for a distance of 35.68 feet;
South 63 degrees 49 minutes 23 seconds West for a distance of 16.60 feet;
South 37 degrees 28 minutes 20 seconds West for a distance of 35.53 feet;
North 44 degrees 25 minutes 22 seconds West for a distance of 13.23 feet;
North 48 degrees 44 minutes 47 seconds West for a distance of 26.05 feet;
South 37 degrees 07 minutes 31 seconds West for a distance of 29.44 feet;
South 19 degrees 57 minutes 36 seconds East for a distance of 36.04 feet;
South 44 degrees 55 minutes 31 seconds East for a distance of 29.12 feet;
North 57 degrees 57 minutes 41 seconds West for a distance of 20.12 feet;
South 79 degrees 47 minutes 49 seconds West for a distance of 45.81 feet;
South 15 degrees 58 minutes 31 seconds West for a distance of 37.46 feet to an existing
iron pipe on the western top of bank of Neill's Creek;

THENCE leaving said Neill's Creek and along the northern line of Kennis Creek Subdivision
as described in Plat Cabinet "C", Slide 143-A, Plat Cabinet "F", Slide 236-A, Plat Cabinet "F",
Slide 257-C, Plat Cabinet "F", Slide 457-C, Plat Cabinet "F", Slide 815-C all of the Harnett
County Registry the following courses and distances:

North 84 degrees 43 minutes 39 seconds West for a distance of 134.97 feet to an existing
iron pipe;
North 84 degrees 44 minutes 13 seconds West for a distance of 362.36 feet to an existing
iron stake;
North 84 degrees 43 minutes 40 seconds West for a distance of 246.34 feet to an existing
iron pipe;
North 84 degrees 41 minutes 26 seconds West for a distance of 227.66 feet to an existing
iron pipe;
North 84 degrees 47 minutes 29 seconds West for a distance of 125.02 feet to an existing
iron pipe;
North 82 degrees 24 minutes 13 seconds West for a distance of 124.97 feet to an existing
iron pipe;
North 82 degrees 25 minutes 09 seconds West for a distance of 50.00 feet to an existing
iron pipe;
North 82 degrees 27 minutes 42 seconds West for a distance of 90.95 feet to an existing
iron stake;
North 82 degrees 25 minutes 38 seconds West for a distance of 166.82 feet to an existing
iron pipe;
North 82 degrees 28 minutes 18 seconds West for a distance of 230.67 feet to an existing
iron pipe;

North 83 degrees 05 minutes 56 seconds West for a distance of 29.31 feet to an existing iron pipe, said point being the southeast corner of David Timothy Foster and Ann H. Foster as described in Deed Book 1109, Page 500 and Plat Cabinet "C", Slide 134-A both of the Harnett County Registry;

THENCE with the eastern line of and past the corner of said Foster North 00 degrees 40 minutes 29 seconds West for a distance of 431.02 feet to the northern corner of Ned A Matthews and Anfesa J. Matthews as described in Deed Book 1306, Page 67 and Plat Cabinet "F", Slide 346A both of the Harnett County Registry;

THENCE with the northern line of said Matthews North 82 degrees 31 minutes 36 seconds West for a distance of 572.76 to an existing PK nail in the centerline of SR 1448;

THENCE continuing with the centerline of SR 1448 North 02 degrees 16 minutes 54 seconds East for a distance of 170.04 feet to an existing PK nail;

THENCE continuing with the centerline of SR 1448 North 02 degrees 22 minutes 52 seconds East for a distance of 566.19 feet;

THENCE continuing with the centerline of SR 1448 North 02 degrees 20 minutes 25 seconds East for a distance of 49.98 feet to the Point and Place of BEGINNING;

Together with and subject to 50' easement as described in Map Number 2012-128, 20' easement in Deed Book 804, Page 513 and Deed Book 804, Page 515, covenants, easements, and restrictions of record.

Said property contains 55.635 acres total in traverse more or less.

*The foregoing description was prepared by:
Stancil & Associates
Professional Land Surveyors, P.A. C-0831
98 East Depot Street
P. O. Box 730, Angier, N.C. 27501
Phone: 919-639-2133
Fax: 919-639-2602
stancilsurvey@gmail.com*



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: June 7, 2016

Item: 9C
Considerations

SUBJECT: Consider the Passage of a Rezoning Request from Southern Acres, LLC, regarding a potential Subdivision on Atkins Road.

Per General Statutes, following the required Public Hearing, the Board of Commissioners may now consider the passage of a Rezoning Request submitted by Southern Acres, LLC.

The property owner(s) would like to rezone the two separate properties totaling 55.635 acres, having Harnett County PINs #0664-84-0935.000 and 0664-94-1836.000.

Following the Public Hearing in June, the Town Board may consider whether to approve rezoning the property from Harnett County's RA~30 to The Town of Angier's R~15 classification.

Manager's Comments:



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: June 7, 2016

Item: 9D
Considerations

**SUBJECT: Consider a Text Amendment pertaining to The Town of Angier's
Water Quality Protection/Backflow Ordinance, Section 17.31.**

Following the required Public Hearing per General Statutes, the Board of Commissioners is now eligible to consider the Text Amendment Request pertaining to The Town of Angier's Water Quality Protection/Backflow Ordinance, Section 17.31.

Manager's Comments:



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: June 7, 2016

**Item: 10
Manager's Report**

SUBJECT: Manager's Report for June, 2016

Listed below is the June, 2016, Manager's Report.

- The mayor and I will participate in Town Hall Day sponsored by the NC League of Municipalities tomorrow in Raleigh.
- I have registered to attend the NCCMA Conference in Asheville from Wednesday, June 22 through Sunday, June 26, 2016.
- The Town offices will be closed Monday, July 4, 2016, in observance of Independence Day. The July Board of Commissioners' meeting will take place the following evening, Tuesday, July 5, 2016.
- The Arts Council will reschedule its Harnett County Folklife Survey presentation by State Arts Council contractors. The May event was cancelled due to schedule conflicts.
- Update on the following events that have taken place:
 - The 15th annual BikeFest privately held this year ~ Saturday, June 4, 2016.
 - Planning Board officials and I attended a Regional Board Workshop for Planning and Development Regulations at RTP ~ Thursday, June 2, 2016.
 - Our Free Movies and Concerts in Depot Square/R.H. Ellington Grounds featuring John Brown & His Quintet and The Moonlighters' Orchestra have concluded.
 - The events sponsored by an NC Arts Council Grassroots Funding grant at Angier Elementary and Coats Elementary have concluded.
 - The mayor and I attended the 2016 State of the RTP Region Conference with Harnett County officials May 19, 2016.
- Town Engineer's Report.
- ABC Board Report
- Harnett County Parks and Recreation letter to Town officials.

Manager's Comments:

Memo

To: Coley Price, Town Manager
From: Bill Dreitzler, P.E., Town Engineer
Date: May 31, 2016
Re: June 2016 BOC Meeting - Engineer's Staff Report

Please consider my staff report for the scheduled June 2016 Board of Commissioners meeting:

Hwy 210 Sidewalk Extension Project

CAMPO has modified the project management process to be handled on-line through a system called Partner Connect. I am in the process of learning/accessing the new system with the assistance of Danna Widmar, LAPP Program Manager. The project has been accepted by CAMPO and we are at the early phase of submitting the formal request for agreement. This submittal needs to be made through the Partner Connect system. As a reminder, the project extends generally along Hwy 210 from Walgreens to Fish Drive. In addition, the project includes a connection from the Park Street / Lillington Street intersection along Park to Hwy 210. The project construction budget estimate is \$445,850.

Kennebec Church Road Elevated Water Storage Tank

At the March 2016 Board of Commissioners Meeting, a proposal from MBD Consulting Engineers was approved for the Kennebec Church Road Elevated Water Storage Tank design. The project scope includes engineering design, survey, environmental investigation, geotechnical investigation, and permitting. The project time frame is anticipated to be approximately 18 months. Design, permitting, bidding and award are estimated at 6 months and construction at 12 months. **No new updates for the June staff report.**

Johnson Landing Water Booster Station

We have received the NCDOT encroachment permit and are awaiting our permit from DEQ's Public Water Supply Section. We anticipate receipt within the next week. Once received we will advertise the project for construction. The bid time frame will likely be set at approximately 3 weeks with the goal of being able to bring a bid award recommendation to the Board at the July 2016 meeting.

Church Street/Hwy 55/Hwy 210 Sidewalk Extensions

The project is complete. We are finalizing the paper work regarding a few change orders that were required during the construction process. We hope to close the project out with NCDOT within the next 30 days.

Wastewater Inflow/Infiltration Evaluation

On March 18th we received zoom camera results along with the engineer's main line recommendations. In addition we received results from the manhole inspections and the smoke testing. We are in the process of reviewing this data prior to making further recommendations with regards to wastewater inflow/infiltration issues. **No new updates for the June staff report.**

Atkins Road Subdivision

Preliminary street plan and profile plans have been submitted to us by the engineer for this project. We are providing a courtesy preliminary review. We anticipate receipt of a review set of plans at some point during the month of June.

The sewer outfall portion of the project has been design, reviewed and submitted for permits. This phase of the project is for the extension of 15-inch diameter sewer from a connection point along Chalybeate Springs Road near the Neill's Creek crossing and the southeastern corner of the proposed development. Final permits for this project will be predicated on acquisition of the sewer easements. This process remains underway. We are to meet with the developer on Tuesday, May 31, 2016 to discuss the progress and path forward.

Atkins Road Water Extension

A detailed engineering memorandum was provided on May 29, 2016. Staff recommendation remains to extend the town's water distribution system approximately 6,500 linear feet along Rawls Church Road connecting a dead end at Kennebec Church Road and Rawls Church Road to a dead end along Rawls near the town limits. From this new 8-inch water line along Rawls Church, an approximately 3,000 linear foot extension would be designed running west through private property to serve the proposed Atkins Road development. The May 29, 2016 memorandum details the alternatives evaluated and provides a detailed opinion of project cost (\$403,000). Survey and engineering design will begin upon authorization to proceed by the town.

Asset Inventory and Assessment Plan Grant Application

EnviroLink, Inc. submitted two separate grant applications on behalf of the town for Asset Inventory and Assessment. One application was for water and one application was for sewer. We are eligible to receive up to \$150,000 each for water and sewer. We are awaiting notification regarding the grant awards.

Master Meter Policy

As requested, I am in the process of developing a draft policy for review and discussion regarding the handling of master meters. Our current policy requires that each business or residential unit have an independent meter. As part of this policy evaluation, we are also reviewing our policy with regards to the utility base rate as it applies to meters not currently servicing a location.

Construction Standards


The Construction Standards were adopted in March of 2000 and have not been updated since. I am in the process of reviewing the Standards for conflicts with the UDO. In addition, I will be assessing any construction standards that need to be updated to better represent current technologies and processes being used in the industry. This is an on-going effort.

Miscellaneous

In addition to the above major projects, I continue to provide support to the Town staff including but not limited to the following:

- Service with efforts related to the Town's Angier Connect initiative.
- Service on the Pre-Development Committee.
- Service as a member of the TRC including the associated engineering reviews.
- Attendance as staff engineer at the Planning Board Meetings, Board of Commissioners Meetings, and Board of Adjustment Meetings.
- Meet with citizens on an on-call basis for issues predominately related to storm drainage.
- Assist Public Works on an on-call basis.

Sincerely,



Bill Dreitzler, P.E.
Town Engineer

Town of Angier ABC Board
Budget for the fiscal year 2016-2017

RE: BUDGET MESSAGE

To the Town of Angier ABC Board

Fiscal year ending June 30, 2015 continued to increase with a 4.83% increase in sales while resulting in continued increase on inventory and taxes. Assets exceeded liabilities by \$442,500 in 2015. Current liabilities increased during the year due to an increase in distributions payable by \$11,060 during the year. As a positive result, the net profit this fiscal year increased by 11.78% from fiscal year 2014 while income from operations increased by 48.42%. Working capital increased approximately \$4,557 or 10.76% over the prior year.

The annual budget for the fiscal year July 1, 2016 through June 30, 2017 has been prepared in accordance to North Carolina General Statute 18B-702, "Financial operations of local boards". The ABC Board determines, through adoption of an annual budget, the level of customer services that the ABC system will provide and the resources available for operations and capital projects.

Preparation of this budget includes projected operating costs necessary to maintain excellent customer service for the fiscal year with expectations of sufficient revenue in continuing to pay the store note down and position to provide distributions to our municipality.

The budget consists of projected revenues from liquor sales of \$1,998,994, projected taxes of \$508,882 cost of sales estimated at \$1,046,710 and operating expense costs of \$297,489.

The Board has debt of the current location of 305 N Raleigh Street, Angier, N.C. with a proposed balance of \$415,693 at the end of fiscal year June 30, 2017. Per the amortized schedule, interest payments to incur for the next fiscal year is \$9,122. The Board re-financed the note on the store at a 1.92% interest rate during the last fiscal year 2015-2016.

The Board currently employs seven positions, three full-time and four part-time.

The Board currently supplies one Mixed Beverage establishment.

Shirley Brinkley
Budget Officer

Attached: Proposed Budget Ordinance for Fiscal Year 2015-2016
Budget Worksheet

PROPOSED BUDGET ORDINANCE
TOWN OF ANGIER ABC BOARD
2016-2017

BE IT ORDAINED by the Town of Angier ABC Board, of Angier, North Carolina, that the following ordinance establishing revenues and setting expense appropriations is hereby adopted and effective July 1, 2016, through June 30, 2017.

Section 1. Estimated Revenues. It is estimated that the revenues listed below will be available during the fiscal year beginning July 1, 2016 and ending June 30, 2017 to meet the operational and functional appropriations as set forth in Section 2, in accordance with the chart of accounts prescribed by the state ABC Commission.

	Total
Estimated Revenues:	
Liquor Sales	\$ 1,994,846
Mixed Beverage Sales	4,148
Other Income	30
Total	<u>\$ 1,999,024</u>

Section 2. Appropriations. The following expenses are hereby appropriated for fiscal year 2016-2017 and are funded by revenues made available through Section 1, herein.

Appropriations:

Taxes Based on Revenue:	
NC Excise Tax	\$ 499,756
MXB Tax (Dept. of Rev.)	578
MXB Tax (DHHS)	75
Rehabilitation Tax	8,473
Wine/Mixer Sales Tax	-
Total	<u>\$ 508,882</u>

Cost of Sales:

Cost of Liquor Sold	\$ 1,046,710
Cost of Wine/Mixers Sold (incl in liquor)	-
Total	<u>\$ 1,046,710</u>

Operating Expenses:	Store	Administration	Warehouse	Total
Salaries & Wages		\$ 146,862		\$ 146,862
Payroll Taxes		15,434		15,434
Retirement		8,405		8,405
Group Insurance		24,897		24,897
Board Member Per Diem		4,500		4,500
Cash Over/Short		300		300
Repairs & Maint-Bldgs & Equip	13,000			13,000
Utilities	9,581			9,581
Telephone	802			802
Internet	815			815
Advertising	275			275
Insurance-General & Bonds	7,800			7,800
Uniforms	300			300
Store Supplies	4,299			4,299
Employee Travel	2,000	-		2,000
License & Taxes	-	-		-
Office Supplies	1,000			1,000
Office Expense-Equip	1,000	-		1,000
Postage	564	-		564
Professional Fees	3,900	-		3,900
Dues & Subscriptions	1,300	-		1,300
Grounds Maintenance	3,300			3,300
Waste Pickup/Shredding	1,300			1,300
Maintenance Agreements	6,000	-		6,000
Credit Card Processing Fees	23,033			23,033
Unloading Truck	500		-	500
Bank Charges	1,200			1,200
Miscellaneous	1,000	-		1,000
Contingencies	5,000	-		5,000
Total	\$ 87,969	\$ 200,398	- \$ -	\$ - \$ 288,367

Capital Outlay:

\$ -

Debt Service/Lease

BB&T N/P	\$ 83,362
Interest Expense (New Store)	9,122
BB&T Credit Line	
Total	<u>\$ 92,484</u>

Total Estimated Expense	<u>\$ 380,851</u>
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Distributions:

Law Enforcement	\$ 2,823
Alcohol Education & Rehab.	6,376
Other County/Municipal	47,006
Other Distributions (Library)	6,376
Unrestricted Funds	-
Total	<u>\$ 62,581</u>

Total Expenses, Distributions & Reserve	<u><u>\$ 1,999,024</u></u>
----------------------------------------------------	----------------------------

Section 3. Copies of this Budget Ordinance shall be furnished to the Town of Angier, the state ABC Commission, and to the Budget Officer and Finance Officer to be kept on file by them for their direction in the disbursement of funds.

Adopted by the Town of Angier ABC Board this ____ day of June 2016.

Town of Angier Budget Amendment

BE IT ORDAINED by the Town of Angier ABC Board that the following amendments be made to the annual budget ordinance for the fiscal year ending June 30, 2016.

Section 1. To amend the following operating expenses expected to be under estimated due to increase in costs and sales during the first nine months of the current fiscal year and refinancing of the store loan:

	Decrease	Increase
Payroll Taxes		2,500
Cash Short/Over		200
Telephone		75
Internet		75
Professional Fees		3,000
Dues & Subscriptions		500
Credit Card Processing Fees		1,200
Advertising		50
Contingencies	5,000	
Interest Expense	2,600	
	<u>\$ 7,600</u>	<u>\$ 7,600</u>

Section 2. Copies of this budget amendment shall be furnished to the Clerk of the Town of Angier, ABC Commission, and to the Budget Officer and the Finance Officer for their direction.

Adopted this 12 day of May 2016.

May 19, 2016,

Kim Lambert, Coley Price, and the Town of Angier,

I wanted to sincerely thank you for your partnership and assistance with our 2016 spring edition of our "Movies in the Park" series for citizens throughout Harnett County. Without municipalities like yourself, this event would not be possible.

Our attendance numbers for this Movie in the Park series were the largest that we have ever had! For all three films, we've estimated that a total of at least 500 county citizens attended these films throughout the past month. The Angier Depot/Ellington Grounds provided our biggest attendance numbers, with both movies shown there each producing over 200 people in attendance.

A big thanks goes to the Town of Angier (specifically Kim Lambert and Coley Price), Manna Church Capital Area, and the Angier Chamber of Commerce for assisting with getting the word out to the folks in Angier and surrounding areas. Along with allowing us to use the Depot Square/Ellington Grounds, the Town of Angier was absolutely incredible in incorporating our film showing information with Town of Angier water bills, and allowing us to hang banners in front of the Angier Public Library to get the word out.

I sincerely thank you for all that you do, and I look forward to us partnering for future films in the Depot Square for many more spring and fall seasons to come.

Sincerely,



Drew Bryant
Harnett County Parks and Recreation
Recreation Program Supervisor



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: June 7, 2016

Item: 11

SUBJECT: Mayor and Town Board Reports

Manager's Comments:



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: June 7, 2016

**Item: 12
Staff Reports and
Informational Items**

SUBJECT: Staff Reports and Informational Items

- Finance Department
- Library
- Parks & Recreation Department
- Planning Department
- Police Department
- Public Works Department

Manager's Comments:

Town of Angier
Financial Summary Report
as of May 20, 2016

General Fund

	Annual Budget	Actual to Date	Y-T-D % Collected	Statement Period	Variance
Revenues:				10	
Ad valorem taxes	\$ 1,580,327	\$ 1,358,450	85.96%	83.33%	2.63%
Vehicle & Privilege Licenses	14,800	15,406	104.10%	83.33%	20.76%
Local Option Sales Tax	540,200	456,783	84.56%	83.33%	1.22%
Other taxes	447,530	328,553	73.41%	83.33%	-9.92%
State grant revenue	-	552	0.00%	83.33%	-83.33%
Permits and fees	371,100	350,317	94.40%	83.33%	11.07%
Recreation department fees	44,500	49,472	111.17%	83.33%	27.84%
Investment earnings	2,000	2,117	105.86%	83.33%	22.52%
Other general revenues	141,650	151,282	106.80%	83.33%	23.47%
Transfer from Water/Sewer	-	-	0.00%	83.33%	-83.33%
Fund Balance Appropriated	285,249				
Total revenues	\$ 3,427,356	\$ 2,712,933	79.16%	83.33%	-4.18%

	Annual Budget	Actual to Date	Y-T-D % Expended	Statement Period	Variance
Expenditures:				10	
Administrative	\$ 777,116	645,236	83.03%	83.33%	0.30%
Public safety	1,104,430	933,930	84.56%	83.33%	-1.23%
Streets	599,495	530,191	88.44%	83.33%	-5.11%
Planning	140,437	104,866	74.67%	83.33%	8.66%
Library	173,359	120,697	69.62%	83.33%	13.71%
Recreation	265,604	201,064	75.70%	83.33%	7.63%
Depot	24,000	13,573	56.56%	83.33%	26.78%
Debt service:					
Principal	189,371	170,149	89.85%	83.33%	-6.52%
Interest and fees	31,606	29,206	92.41%	83.33%	-9.07%

Town of Angier
Financial Summary Report
as of May 20, 2016

	Annual Budget	Actual to Date	Y-T-D % Expended	Statement Period	Variance
Expenditures:				10	
Interfund Transfers:					
NC 210 Sidewalk Project	-	-	0.00%	83.33%	0.00%
Lillington/Willow/Roy Street Project	111,338	108,838	97.75%	83.33%	0.00%
Dora/Poplar Sidewalk Project	-	-			
CDBG Project	-	-	0.00%	83.33%	0.00%
Hwy 210/Hwy 55 Sidewalk Project	10,600	10,000	0.00%	83.33%	0.00%
Total expenditures	\$ 3,427,356	\$ 2,867,750	83.67%	83.33%	-0.34%
Excess(deficiency) of revenues over (under) expenditures					(154,817)

Town Angier
Financial Summary Report
as of May 20, 2016

Water/Sewer Fund

	Annual Budget	Actual to Date	Y-T-D %		Statement	
			Collected	Period	Variance	10
Revenues:						
Water Sales	\$ 850,000	\$ 731,275	86.03%	83.33%	2.70%	
Sewer Sales	850,000	752,273	88.50%	83.33%	5.17%	
Investment earnings	3,000	2,879	95.97%	83.33%	12.64%	
Other operating revenues	178,780	285,556	159.72%	83.33%	76.39%	
Fund Balance Appropriated	360,022	-				

Total revenues	\$ 2,241,802	\$ 1,771,984	79.04%	83.33%	4.29%	
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	Annual Budget	Actual to Date	Y-T-D %		Statement	
			Expended	Period	Variance	10
Expenditures:						
Water Operations	\$ 947,548	\$ 762,336	80.45%	83.33%	2.88%	
Sewer Operations	476,884	354,238	74.28%	83.33%	9.05%	
Wastewater Treatment Plant	450,850	305,048	67.66%	83.33%	15.67%	
Lagoon	58,000	40,875	70.47%	83.33%	12.86%	
Debt Service:						
Principal	135,792	-	0.00%	83.33%	83.33%	
Debt Service Reserve	15,731	-	0.00%	83.33%	83.33%	
Interest	156,997	332	0.21%	83.33%	83.12%	
Transfers	-	-			0.00%	

Total expenditures	\$ 2,241,802	\$ 1,462,829	65.25%	83.33%	18.08%	
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Excess(deficiency) of revenues over (under) expenditures
\$ 309,155

Town of Angier
Financial Summary Report
as of May 20, 2016

Powell Bill

Revenues:	Annual Budget	Actual to Date	Y-T-D % Collected
State Aid-Street	\$ 134,772	\$ 139,284	103.35%
Investment Earnings	100	108	108.01%
Transfer from Water/Sewer	8,000	-	0.00%
Fund Balance Appropriated	200,000	-	
Total revenues	\$ 342,872	\$ 139,392	40.65%

Expenditures:	Annual Budget	Actual to Date	Y-T-D % Expended
Professional Fees	\$ 2,500	\$ -	0.00%
Equipment Maintenance	6,000	1,755	29.24%
Fuel	500	-	0.00%
Materials	15,000	10,868	72.46%
Contracted Services	318,872	270,928	84.96%
Capital Outlay	-	-	0.00%
Transfer to CDBG Project	-	-	
Total expenditures	\$ 342,872	\$ 283,551	82.70%

Library Report for June 2016 Meeting

The Angier Public Library will be hosting the summer reading program starting on June 14, 2016 at 2:00 pm in the municipal room. The summer reading will conclude on July 29, 2016. We will also be showing movies on Thursdays at 2:00 pm beginning on June 16, 2016 and concluding on July 21, 2016.

Any questions or concerns please feel free to contact me.

Thank you,
Amanda B. Davis
Angier Public Library Director
919-639-4413 or abdavis@angier.org

MONTHLY REPORT
ANGIER PARKS & RECREATION
May 31, 2016

- T-BALL, BASEBALL AND SOFTBALL GAMES HAVE STARTED AND WILL CONTINUE THROUGH MID TO LATE JUNE. GAMES ARE MONDAY THROUGH FRIDAY WITH PRACTICES ON SATURDAYS.
- THE BOOSTER CLUB HAS RAISED ALMOST \$15,000 THIS SPRING AND SUMMER AND HOPE TO HAVE OVER \$18,000 BY END OF JULY.
- WE HOPE TO HAVE THE RIP-RAP ROCK INSTALLED AROUND THE POND BY JUNE 30TH.
- WE HAVE FINISHED THE BUDGET REQUESTS AND ARE HOPING TO GET THE NEW RESTROOMS/CONCESSIONS/OFFICE AREA BUILT AT JACK MARLEY PARK BY FIELD 4. IT IS OUR HOPE THAT THE CONSTRUCTION WILL BEGIN IN AUGUST. THIS IS OUR TOP PRIORITY.

Planning and Inspections Department

Month of May, 2016

New Construction Single Family Dwelling: 3

New Construction Commercial: 0

Permits Issued: 31

Inspections Performed: 186

Fees Collected: \$5,361.25

2016 - Year to Date:

New Construction Single Family Dwelling: 19

New Construction Commercial: 1

2015-2016 Fiscal Year to Date:

New Construction Single Family Dwelling: 42

New Construction Commercial: 2

****As of 5/27/16****



Bobby Hallman
Chief of Police

Angier Police Department

P.O. Box 278, 55 North Broad Street West

Angier, North Carolina 27501

Office (919) 639-7054

Date May 31, 2016

To: Coley Price
Town Manager

From: Bobby Hallman

Subject: May Police Activities

Statistical Data

Police activities for the month of May were 3,759 Calls for Service/Officer Initiated Activities. Officers investigated 22 incidents involving 41 offenses. Out of the offenses committed 8 People were arrested on 17 charges. There was a decrease in breaking and entering, property damage during this period. Follow-up calls were made to all victims by the investigators, giving them the status of their cases under investigation.

Traffic enforcement activities included 47 citations being issued totaling 72 charges as opposed to 44 citations totaling 56 charges in April. There were also 20 traffic accidents investigated during this period, 1 more than the previous month. Also, 70% of traffic crashes reported were PVA crashes.

Other Police Activities

Officers completed 2,414 security checks, 140 business contacts, 763 subdivision checks. Patrol officers made 2 felony arrests. Detective Campbell made 2 felony arrest with 4 felony charges. Detective Shattuck made 4 felony narcotic arrests.

Call Log Call Type Summary

Angier Police Department

05/01/2016 - 05/30/2016

<No Call Type Specified>	16	911 Hang Up - 911 Hang Up	21
Alarm Activation - Alarm Activation	14	Animal Complaint - Animal Complaint	5
Assault - Assault	1	Assist EMS - Assist EMS	9
Assist Fire - Assist Fire Department	1	Assist Motorist - Assist Motorist	20
Assist Other Agency - Assist Other Agency - Law Enforcement	6	Breaking and Entering - Breaking and Entering	3
Business Walk Thru - Business Walk Thru	140	Careless and Reckless Vehicle - Careless and Reckless Vehilce	2
Code Enforcement - Code Enforcement	3	Community Policing - Community Policing	9
Crash - Traffic Accident	24	Direct Traffic - Direct Traffic	1
Disturbance - Disturbance	14	Domestic Dispute - Domestic Dispute	10
Drug Activity - Drug Activity	3	DWI - Driving While Impaired	1
Escort - Escort	12	Fight - Fight	4
Follow Up - Follow Up	5	Foot Patrol - Foot Patrol	3
Found Property - Found Property	4	Fraud - Fraud	3
Gas Drive Off - Gas Drive Off	1	Harrassing Phone Calls - Harrassing Phone Calls	3
Juvenile Complaint - Juvenile Complaint	3	Larceny - Larceny	2
Mental Subject - Mental Subject	1	Missing Juvenile - Missing Juvenile	1
Noise Complaint - Noise Complaint	4	OD - Drug/Alcohol Overdose	1
Open Door - Open Door	1	Other Call - Other Call Not Listed	6
Property Damage - Property Damage	11	Radar - Radar	16
Security Check - Security Check	2,414	Shots Fired - Shots Fired	1
Special Assignment - Special Assignment (Off Duty, Overtime, Festival, Parade, Etc.)	8	Stand-By - Stand-By	1
Subdivision Check - Subdivision Check	763	Suspicious Activity - Suspicious Activity	7
Suspicious Person - Suspicious Person	7	Suspicious Vehicle - Suspicious Vehicle	11
Traffic Stop - Traffic Stop	77	Trespassing - Trespassing	4
TWO - Talk With Officer	43	Under Cover Buy - Under Cover Buy	3
Warrant Service - Warrant Service	25	Welfare Check - Welfare Check	11

Total Number Of Calls: 3,759

Activity Detail Summary (by Category)

Angier Police Department

(05/01/2016 - 05/30/2016)

Incident\Investigations

0300 - Robbery	1
0511 - Breaking and Entering	3
0630 - Larceny - Shoplifting	1
0640 - Larceny - From Motor Vehicle	1
0660 - Larceny - From Buildings	1
0690 - Larceny - All Other Larceny	1
0810 - Simple Physical Assault	1
0890 - Simple Assault- All Other Simple Assault	1
1015 - Forgery - Using/Uttering	1
1120 - Fraud - Obtaining Money/Property by False Pretense	1
1400 - Criminal Damage to Property (Vandalism)	10
1894 - PWISD of a Controlled Substance	1
1895 - Sell or Deliver Controlled Substance	6
2650 - Escape From Custody or Resist Arrest	1
4010 - All Traffic (except DWI)	7
8010 - Missing Persons	1
9910 - Calls for Service	3
Total Offenses	41
Total Incidents	22

Arrests

0410 - Aggravated Assault	1
0600 - Larceny	1
0800 - Simple Assault	1
0840 - Simple Non-Physical Assault with Sexual Motive	1
1015 - Forgery - Using/Uttering	2
1110 - Fraud - Worthless Checks	3
1120 - Fraud - Obtaining Money/Property by False Pretense	1
2640 - Contempt of Court, Perjury, Court Violations	2
2650 - Escape From Custody or Resist Arrest	1
4010 - All Traffic (except DWI)	4

Activity Detail Summary (by Category)

Angier Police Department

(05/01/2016 - 05/30/2016)

Arrests

Total Charges	17
Total Arrests	8

Accidents

Total Accidents	0
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Citations

Driving While License Revoked	4
Expired Registration	9
Failure To Stop (Stop Sign/Flashing Red Light)	4
No Operator License	3
Other (Infraction)	12
Other (Misdemeanor)	4
Running Red Light	1
Seat Belt	1
Speeding (Infraction)	2
Speeding (Misdemeanor)	5
Unsafe Movement	2
Secondary Charge	25
Total Charges	72
Total Citations	47

Warning Tickets

Total Charges	0
Total Warning Tickets	0

Ordinance Tickets

Total Ordinance Tickets	0
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Activity Detail Summary (by Category)

Angier Police Department

(05/01/2016 - 05/30/2016)

Criminal Papers

Total Criminal Papers Served 0

Total Criminal Papers 0

Civil Papers

Total Civil Papers Served 0

Total Civil Papers 0

Town of Angier
Harnett County Purchased Water/Sewer
2015-2016

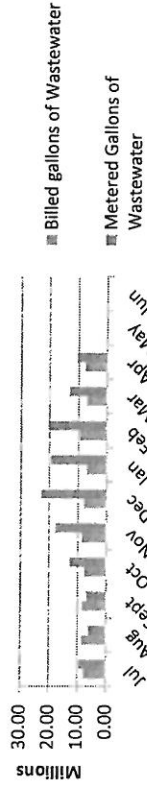
Month	Purchased Water		Metered Gallons of Wastewater		Cost
	(Gallons)	Cost	(Gallons)	Cost	
July-15	16,361,660	\$ 36,813.74	9,442,524	\$ 17,940.80	
Aug-15	17,711,970	\$ 39,851.93	6,239,249	\$ 11,854.57	
Sep-15	15,564,230	\$ 35,019.52	6,869,638	\$ 13,052.31	
Oct-15	15,887,540	\$ 35,746.97	12,868,870	\$ 24,450.85	
Nov-15	12,268,230	\$ 27,603.52	17,890,830	\$ 33,992.58	
Dec-15	14,066,110	\$ 31,648.75	22,827,296	\$ 43,371.86	
Jan-16	14,147,550	\$ 31,831.99	19,432,207	\$ 36,921.19	
Feb-16	12,225,440	\$ 27,507.24	20,443,628	\$ 38,842.89	
Mar-16	13,490,590	\$ 30,353.83	13,087,043	\$ 24,865.38	
Apr-16	12,383,670	\$ 27,863.26	10,448,491	\$ 19,852.13	
May-16					
Jun-16					
Totals	144,106,990	\$ 324,240.75	139,549,776	\$ 265,144.56	

Town of Angier
Wastewater Treated Billed/Gallons Purchased
July 1, 2015- June 30, 2016

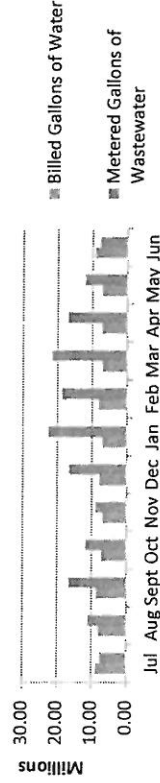
2015-2016	Rainfall (inches)	Billed gallons of Wastewater	Town Meters	Total Usage	Metered Gallons of Wastewater	Purchased Over (Under) Billed
Jul	2.40	7,793,399	21,208	7,814,607	9,442,524	1,649,125
Aug	2.25	8,575,849	20,397	8,596,246	6,239,249	(2,356,997)
Sept	5.60	8,601,784	1,334,759	9,936,543	6,869,638	3,066,905
Oct	6.65	7,626,963	888,839	8,515,802	12,868,870	4,353,068
Nov	6.95	8,472,616	26,095	8,498,711	17,890,830	9,392,119
Dec	9.10	7,816,680	159,343	7,976,023	22,827,296	14,851,273
Jan	3.00	6,967,749	23,109	6,990,858	19,432,207	12,441,349
Feb	2.60	9,384,560	23,823	9,408,383	20,443,628	11,035,245
Mar		7,047,955	26,171	7,074,126	13,087,043	6,012,917
Apr	3.60	7,723,819	647,405	8,371,224	10,448,491	2,077,267
May						
Jun						
Totals	42.15	80,011,374	3,171,149	83,182,523	139,549,776	62,522,271

Average Monthly Use 3,647 Gallons
2118 customers

**Billed Gallons of Water vs Metered Gallons
of Wastewater**



**Billed Gallons of Water vs Metered Gallons
of Wastewater**



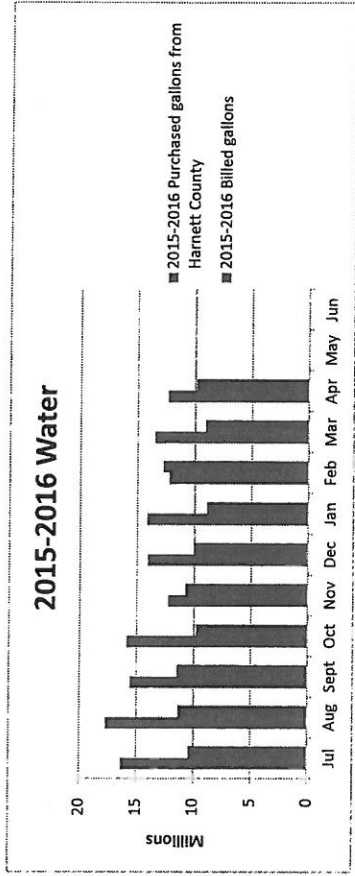
July 1, 2014 - June 30, 2015

2014-2015	Rainfall (inches)	Billed Gallons of Water	Town Meters	Total Usage	Metered Gallons of Wastewater	Purchased Over (Under) Billed
Jul	7.40	8,821,214	11,223	8,832,437	7,511,164	(1,310,050)
Aug	6.40	7,958,285	7,642	7,965,927	11,016,943	3,051,016
Sept	7.70	8,595,493	10,328	8,605,821	16,433,927	7,838,434
Oct	2.20	7,224,589	15,384	7,239,973	11,668,917	4,444,328
Nov	4.50	6,882,643	7,649	6,890,292	8,822,657	1,940,014
Dec	5.80	7,812,387	7,369	7,819,756	16,505,833	8,693,446
Jan	4.90	6,989,379	6,782	6,996,161	22,554,752	15,578,711
Feb	4.50	8,066,640	5,591	8,072,231	18,679,952	10,607,721
Mar	3.10	7,027,949	332,313	7,360,262	21,633,638	14,273,376
Apr	3.25	7,260,974	17,327	7,278,301	16,978,032	9,699,731
May	3.10	7,216,001	20,669	7,236,670	12,060,846	4,824,176
Jun	5.15	9,186,212	31,885	9,218,097	7,682,232	(1,535,865)
Totals	58.00	93,041,766	474,162	93,515,928	171,548,893	78,105,038

Average Monthly Use 4,433 Gallons
2079 customers

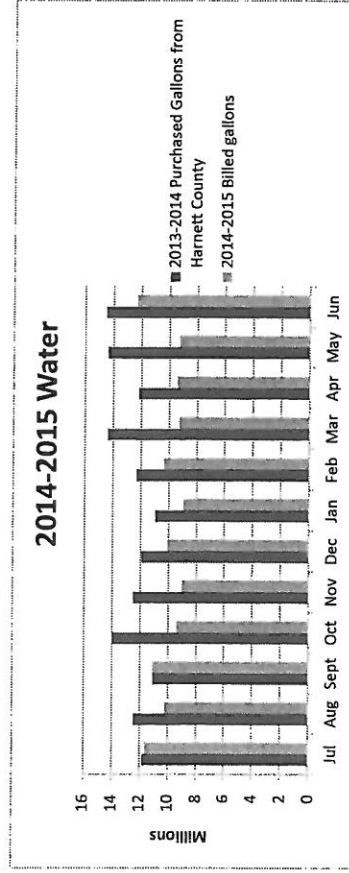
Town of Angier
Water Gallons Billed / Gallons Purchased
July 1, 2015-June 30, 2016

2015-2016	2015-2016	2015-2016	2015-2016	2015-2016	2015-2016
Billed gallons	Town Meters	Total Usage	Purchased gallons from Harnett County	Purchased gallons Over(Under) Billed	
10,448,109	2,061,497	12,509,606	16,361,660	3,852,054	
11,353,591	2,239,155	13,592,746	17,711,970	4,119,224	
11,456,642	3,766,432	15,223,074	15,564,230	341,156	
9,815,614	3,197,324	13,012,938	15,887,540	2,874,602	
10,779,109	2,175,029	12,954,138	12,268,230	(685,908)	
10,028,746	1,673,949	11,702,695	14,066,110	2,363,415	
8,923,982	2,652,030	11,576,012	14,147,550	2,571,538	
12,775,724	3,673,052	16,448,776	12,225,440	(4,223,336)	
9,056,408	3,407,872	12,464,280	13,490,590	1,026,310	
9,858,330	1,074,377	10,932,707	12,383,670	1,450,963	
Total	25,920,717	130,416,972	144,106,990	13,690,018	
Current Year	Average Monthly Use	3,606 Gallons			
% Lost -9.50%		2734 customers			



July 1, 2014-June 30, 2015

2014-2015	2014-2015	2014-2015	2014-2015	2014-2015	2014-2015
Billed gallons	Town Meters	Total Usage	Purchased gallons from Harnett County	Purchased gallons Over(Under) Billed	
11,632,111	90,343	11,722,454	11,826,730	104,276	
10,234,795	413,302	10,648,097	12,434,750	2,199,955	
11,128,446	348,818	11,477,264	11,095,000	(33,446)	
9,419,578	4,173,434	13,593,012	14,011,820	4,592,242	
9,064,879	1,433,839	10,498,718	12,486,130	3,421,251	
10,095,745	211,399	10,307,144	11,911,220	1,815,475	
8,983,739	511,742	9,495,481	10,971,520	2,005,072	
10,380,490	765,051	11,145,541	12,315,040	1,169,499	
9,296,516	1,137,613	10,434,129	14,372,600	3,938,471	
9,460,859	10,830,382	20,291,241	12,162,210	(8,129,031)	
9,314,805	1,773,589	11,088,394	14,371,260	3,282,866	
12,321,662	2,333,915	14,655,577	14,493,640	(161,937)	
Total	24,023,427	145,357,052	152,451,920	14,204,893	
Current Year	Average Monthly Use	4,599 Gallons			
% Lost -4.65%		2679 customers			





Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: June 7, 2016

**Item: 13
Adjournment**

SUBJECT: Adjournment

The mayor will entertain a motion to adjourn the regular Board of Commissioners' meeting.

Manager's Comments: