

Town of Angier Board of Commissioners

Agenda

May 3, 2016 ~ 7:00 p.m.

Angier Municipal Building

1. Call to Order

2. Pledge of Allegiance

3. Invocation

4. Approval of the May 3, 2016, meeting agenda

5. 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 – April 5, 2016, Town Board Meeting Minutes and the April 26, 2016, Special-Called, Economic Vision Forum.
- B. Budget Amendment #BOA2016.31.
- C. Agreement ~ Harnett County Fire Prevention Code Enforcement Municipal Agreement with the Town of Angier.
- D. Agreement ~ Harnett County Building Inspection Services Agreement with the Town of Angier.
- E. Proclamation designating Thursday, May 5, 2016, as National Day of Prayer within The Town of Angier.

6. 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.

7. Old Business

- A. The Town Clerk, on behalf of the Governing Board, has 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, may now consider adopting a Resolution to Fix the Date for a required Public Hearing during its June 7, 2016, Board of Commissioner's meeting.
- B. Since last month's Public Hearing and the tabling of any consideration, the Board may now readdress and/or take action regarding the rezoning request by Penco Land Company (The Pendergraph Companies, LLC). Officials had addressed the Board 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 has proposed building a 68-unit, multi-family apartment community.

8. Public Hearings

- A. Three (3) Staff~Recommended Text Amendments:
 - 1. Revising the Review Requirements for Minor Subdivisions, Chap. 11, Section 11.1;
 - 2. Revising the Sign Design and Area Requirements, Chap. 10, Sections 10.2.1 and 10.2.2;
 - 3. Churches to Build Non~Residential Structures in Residential Zones, Chap. 4, Section 4.11. (All three aforementioned Staff~Recommended Text Amendments were approved for recommendation by the Angier Planning Board in April).
- B.
 - 1. A Text Amendment Request to Reduce the Required Distance between a Bar and Residential Structures, Chap. 4, Section 4.8.5.
- C.
 - 1. Harnett County Animal Control Official Steve Berube will introduce a proposed 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).
- D.
 - 1. An Ordinance to Annex ~ A Petition for Annexation for the property located at 1501 N. Raleigh Street, 10.865 acres, was submitted by Linderman Properties, LLC.(Harnett County PIN #0674-57-5493). A Sufficiency of the Petition and a Certification of Results were issued in

April; a Date to Set the Public Hearing was approved in April, and advertised appropriately for tonight's meeting.

9. Manager's Report

10. Mayor and Town Board Reports

11. Staff Reports and Informational Items

12. Adjournment



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: May 3, 2016

**Item: 5A
Consent Agenda**

**SUBJECT: Minutes – April 5, 2016, Board of Commissioners' meeting;
and the April 26, 2016, Special~Called Economic Vision Forum**

Attached for your review are the minutes taken during the April 5, 2016, Board of Commissioners' meeting; and the April 26, 2016, Special~Called Economic Vision Forum.

Manager's Comments:

Town of Angier Board of Commissioners
Minutes
Tuesday, April 5, 2016, 7 p.m.
Angier Municipal Building

The Town of Angier Board of Commissioners convened during their regularly scheduled monthly Board of Commissioners' meeting Tuesday, April 5, 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
Town Engineer Bill Dreitzler
Planning and Permitting Technician Sean Johnson
Town Clerk Kim Lambert
Angier Police Officer Joel Shattuck

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

2. Mayor Weatherspoon presided, calling the Board of Commissioners' meeting to order at 7:00 p.m.
3. Commissioner Bob Smith led the pledge of allegiance and offered the invocation.
4. **Approval of the April 5, 2016, meeting agenda:** Town Manager Coley Price asked to add one additional item, Item 5G ~ a Resolution regarding a State Grant assistance application, to the Agenda.

Board Action: The Board unanimously voted to approve the April 5, 2016, Agenda as revised. (Attachment #1).

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

5. **Consent Agenda:** The Board unanimously voted to approve the Consent Agenda, adding Item 5G ~ a Resolution regarding a State Grant assistance application as stated in the aforementioned Item 4. (Attachment #12).
- A. Minutes ~ March 1, 2016, Town Board Meeting Minutes and the March 19, 2016, Special~Called Off~Site Budget Retreat. (Attachments #2 and #3).
 - B. Budget Amendments #BOA2016.27, #BOA2016.28, #BOA2016.29, and #BOA2016.30. (Attachments #4, #5, #6, and #7).
 - C. Proclamation by Mayor on the Week of the Young Child 2016. (Attachment #8).
 - D. Proclamation recognizing Litter Sweep 2016 April 16~30, 2016. (Attachment #9).
 - E. Potential Renewal of the Waste Industries Contract. (Attachment #10).
 - F. Potential Resolution authorizing the Finance Officer to execute an Installment Purchase Contract. (Attachment #11).
 - G. Potential Resolution authorizing The Town of Angier to apply for a State Grant for financial assistance with an infrastructure project. (Attachment #12).

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

Motion By: Commissioner McKoy
Seconded By: Commissioner Smith
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.

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

7. **New Business:**

- A. Mr. Price told the Town Board that an Annexation Petition from property owner, Southern Acres, LLC, had been received. The property owner(s) requested annexation of two separate properties totaling 55.635 acres into the Town of Angier, Harnett County PINs #0664-84-0935.000 and #0664-94-1836.000. The Board considered the Petition regarding the property on Atkins Road, Fuquay~Varina, and unanimously voted to direct the Town Clerk to investigate the Sufficiency of the Petition and to Certify Results during its May 3, 2016, meeting. (Attachment #13).

Board Action: The Board unanimously voted to approve the Annexation Petition, directing the Town Clerk to investigate the Sufficiency of the Petition and to Certify Results during its May 3, 2016, meeting.

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

8. Old Business:

- A. Mr. Price told the Board that the Town Clerk had investigated the Sufficiency of an Annexation Petition filed by Linderman Properties, LLC. The proposed site requested for annexation, encompassing 10.865 acres, is located at 1501 N. Raleigh Street near the Wake/Harnett line (Harnett County PIN #0674-57-5493.) After the Certification of Sufficiency, the Town Board unanimously voted to adopt a Resolution to Fix the Date for a required Public Hearing during its May 3, 2016, Board of Commissioners' meeting. (Attachment #14).

Board Action: The Board unanimously voted to adopt Resolution 008-2016, to Fix the Date for a required Public Hearing during its May 3, 2016, Board of Commissioners' meeting.

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

9. Public Hearing

- A. Mayor Weatherspoon closed the regular portion of the Board meeting, opening a Public Hearing. During that time, the Board granted attendees an opportunity to pose their questions, convey their concerns and comments regarding The Town of Angier's FY 2016~2017 Financial Budget. The mayor also informed the public that no consideration would be taken that evening regarding the Pre~Budget Public Hearing. Mr. Price also requested that the Town Board save the date of Monday, May 16, for a potential Budget Workshop to discuss Angier's FY 2016~2017 Financial Budget in more detail.

Seeing no one come forward, the Mayor closed the first Public Hearing, reconvening to the regular portion of the Board meeting.

- B. Mayor Weatherspoon stated that audience members would be granted an opportunity during the Public Hearing to convey their questions, concerns and comments regarding the Rezoning request by Penco Land Company (The Pendergraph Companies, LLC). He stated that the applicants had requested the rezoning of a 19.85-acre property located near the intersection of Tippet Road and NC 55/742 S. Raleigh Street. The mayor explained that the proposed site's current zone is R-15, and a conditional rezoning would be best suited for the proposed apartment community the applicant(s) had requested. The mayor defined a conditional rezoning as a zoning map amendment that adds site~specific standards and conditions to the rezoning. He explained to the audience members that the order of the meeting would include (1) hearing comments from the Town's Planning staff and the Planning Board's recommendation; (2) hearing comments and posing questions to the applicant, Mike Weaver, from Penco Land Company (The Pendergraph Companies, LLC); followed by the mayor opening the Public Hearing portion of the meeting.

Sean Johnson, Planning and Permitting Technician, said the applicants had submitted their conditional rezoning request February 9, 2016. The current owner

of the property, he said, was Barbara Butts. The property is vacant, agricultural land, with wooded areas and a small pond. He said the Town of Angier had water and sewer available to serve the property. The current zoning at that location is R-15, which the Ordinance identifies as low- to medium-density uses such as single-family homes and recreational facilities, as well as condominiums and townhomes by special-use permits. Mr. Johnson said the CZ-R-6 rezoning requested is defined in the Ordinance as intended to encourage the development of a compact, higher-density neighborhood and would promote the redevelopment of existing, under-utilized standard lots. He said that, unlike a standard rezoning, a conditional rezoning allows the Board to impose site-specific conditions on requested uses of the property. Mr. Johnson said that ~ while the proposed multi-family use is not compatible with the Town's current Land Use Map ~ the staff expects the Tippet Road corridor between Highway 210 and Highway 55 to see medium- to high-density uses in the future. This will be reflected when the Staff puts together an updated Land Use Plan ~ to be completed by the end of 2016.

Mr. Johnson said that ~ if the rezoning request is approved ~ no other type of development will be allowed on the property.

Mr. Johnson presented a brief PowerPoint slide show illustrating the various types of buffers that may be required, including a Type A buffer, a Type C buffer, optional masonry walls, evergreen shrubs, an opaque fence and/or a berm and planting combination; a zoning map and Land Use map.

Mayor Weatherspoon then yielded the floor to the applicant, Mr. Weaver, to address the Board.

The applicant, Mike Weaver, Executive Vice-President of The Pendergraph Companies, LLC, at 3924 Browning Place, Raleigh, said he joined his sister, Frankie Pendergraph, in developing The Cottages at Twin Oaks, located behind Carlie C's in Angier. He said they were proud of the property and considered the apartment complex a tremendous asset to the Town of Angier which meets the needs of its tenants. Together Mr. Weaver and Ms. Pendergraph have developed and continue to manage more than 7,000 apartments in North and South Carolina and employ 175 in their workforce. Among the properties they manage include two- to three-story apartments in Shelby; senior units in Kings Mountain; Oxford Plantation in Goldsboro; and 96 senior units in Brier Creek. He describes theirs as a strict lease, requiring every member of the household living in the unit to have their name on the lease.

Mr. Weaver presented a slide show explaining how The Pendergraph Companies, LLC, manage income-restrictive apartments, describing themselves as a "cradle-to-grave" management company. He said that they had only sold two properties to a third party within the past 15 years. The applicant said that their vetting of potential tenants was quite stringent ~ conducting a national criminal background check, a national inquiry from former landlords, they search utility payments and conduct a national employment search before determining the prospective tenant's eligibility from their Raleigh-based headquarters rather than on-site management.

Mr. Weaver cited a market study that suggested the Town "could accommodate 400 livable rental units in the general vicinity of Angier" due to potential growth.

He said that the company prided itself on extensive landscaping with his sister, Ms. Pendergraph, having a degree in horticulture. Mr. Weaver told the Board that they expected to have some stipulations imposed during the TRC meeting including enhanced and increased density of landscaping, buffers, a potential second entrance

for emergency services and a stormwater system. He suggested rental units at Tippet Place would range from \$600 to \$850-\$900 per month depending on one-, two-, and three-bedroom apartments.

Mr. Weaver said that the proposed apartment community would not negatively impact adjacent properties' housing values, citing Housing and Urban Development's and a study by the Arizona State University's claim that new apartment communities "drive property values up." He said the Department of Education studies indicate that apartment communities have less children than a neighborhood with 68 single-family homes. Mr. Weaver said he hoped emergency services would not be impacted, but in case of emergency, apartments are equipped with state-of-the-art sprinkler systems and a Range King which douses a fire suppressant from the range hood.

The Applicant said regardless of requirements by the TRC, they were willing to meet those specifications.

Lillington Attorney Ed Bain, who said he represented people contesting the rezoning, posed questions to the Applicant. Mr. Weaver informed Attorney Bain that he was not represented by counsel. Mayor Weatherspoon informed the attorney that the official Public Hearing portion of the meeting had not yet begun.

Attorney Bain asked Mr. Weaver what were the income requirements at Tippet Place. The Applicant said that the requirements were based on the community's median-income levels, up to 60 percent, in determining the qualifications for the tenant. Similar to The Cottages at Twin Oaks, Mr. Weaver said that -- after one year, if the tenant's income changes -- it would cause no impact on the rental fee established. When Attorney Bain asked Mr. Weaver what income limit is set for the tentative inhabitants, the Applicant asked, "What does it matter?" When asked, the Applicant confirmed that their development company would receive tax credits from the IRS. He said they rent the apartments 10-to-20 percent less than conventional properties. He said that he thought the "tenants' income should not restrict them from having nice, clean, affordable housing." Mr. Weaver told Attorney Bain that he would send him an e-mail the following morning with the income requirements at Tippet Place.

The attorney said he did not see single-family dwellings abutting to The Cottages at Twin Oaks and asked Mr. Weaver if any of their properties are adjacent to single-family neighborhoods. He said, "Yes, absolutely." Attorney Bain asked why no one was featured in any of the photographs during the slide show and why Mr. Weaver captured no ongoing outdoor activity. Mr. Weaver said that the photographs were submitted to the NC Housing Finance Agency at the time the certification of occupancy had been issued.

In comparison to The Cottages at Twin Oaks, Attorney Bain said the complex provided only one-story accommodations versus multi-story facilities; he said there were less than 68 units on that property, he said Tippet Place is considered high-density with its compactness and close proximity and concluded that Tippet Place "was not like The Cottages at Twin Oaks in any respect."

Attorney Bain said, the number of families in close proximity "would undoubtedly cause more trouble between residents than single family homes." Mr. Weaver rebutted the comment and said that was only Mr. Bain's opinion and asked the attorney to provide him supporting facts to substantiate that claim.

Public Hearing: At 8:01 p.m., Mayor Weatherspoon closed the regular session, opening the Public Hearing portion of the meeting.

Val Dimuro of 245 Blair Drive inside the Windsor subdivision, said she had moved to North Carolina 22 years ago, she was the general manager at a Holly Springs corrugated container plant, she is active in the Holly Springs Chamber and commended Holly Springs Mayor Dick Sears for growing their Town effectively. She questioned why Mr. Weaver was not able to quote the required income level of prospective tenants at Tippet Place. She said the Town should adhere to its mission listed on its website, "As Angier's economy grows, it creates the setting for economic development and challenges for its future. By developing sound growth plans, we will bring Angier to the forefront of development in Harnett County." Mrs. Dimuro's spouse, Roland Dimuro, conceded his three-minute time limit to her.

Allen Hester of 314 Tippet Road said he had been an Angier resident for 52 years, calling the Town a small, quiet, peaceful Town. He told the Board his concern was not the property value issue although he resided one-half mile from the proposed site. He was concerned about what he had heard ~ that the developer had offered the Town a portion of the land and considered that a conflict of interest and a form of persuasion. Mr. Hester warned that if the Town "opens itself up to these type properties, they open themselves up to this type of trouble," saying he worried about potential crime in that area.

Anna Saylor of 204 Blair Drive, a 13-year resident of Windsor subdivision, expressed concerns as to the water, sewage, schools and traffic issues Tippet Place could entail. Mrs. Saylor said she worried about the added traffic to Highway 55 and potential crime.

Mrs. Saylor's spouse, Rick Saylor, expressed concern as to the additional congestion ~ and potentially "300 more people in the corner" attempting to enter the Highway 55 intersection. He cited the Town of Fuquay-Varina's traffic woes, particularly on a Saturday.

Angela Rivera of 244 Roy Adams Road said the potential second entrance into Tippet Place would likely be placed across from her home. She asked the Town Board if they had considered the "health, safety, and welfare" of the residents at Windsor and Clearfield. She expressed concern that her mother, age 88, would have difficulty pulling out on Highway 55 and that the safety of her 65-year-old brother with Down's Syndrome would be jeopardized when walking along the highway. She asked the Board if they considered the pond on the proposed site to be a liability. Mrs. Rivera's spouse, Bobby, conceded his three minutes to her.

Chrystina Sheppard of 54 Windsor Drive stated she was highly disappointed and felt disrespected by the Town as to how it notified residents concerning the rezoning request. She thought the sign indicating a rezoning request should have been posted sooner. She stated several issues she needed to address after a conversation with the mayor including what she perceived as his involvement with the Tippet Place real estate deal, how Town growth geographically takes place, how subsidized housing such as wage-based, income restrictive would allegedly decrease the consumer appeal of her Windsor residence and how she felt the apartment complex could negatively impact neighboring market values. Mrs. Sheppard told the Town Board she felt assured that they would "face opposition during the next election." Melinda Spence deferred her time to Chrystina Sheppard, as well.

Daryl Jones of 70 Windsor Drive said he purchased his Windsor home seven years ago when it was surrounded by farmland and did not want it to change. He said he feared that the proposed shrubs would not alleviate any late-night noise coming from Tippet Place and did not want trespassers wandering in his back yard or going into his home.

William Ray of 198 Cambridge Drive deferred his time to Attorneys Bain and McKaig.

Johnny Dickens of 56 Blair Drive said that he videotaped overflowing trash containers at The Cottages of Twin Oaks and did not want to replicate that at Tippet Place.

Debby Germeroth of 213 Windsor Drive deferred her time to Attorneys Bain and McKaig.

Karen Andrews of 17 Carrington Circle said her chief concerns were traffic and safety. Ms. Andrews said she had contacted NC-DOT in Fayetteville requesting a traffic light at the Tippet Road/NC 210 intersection. A former resident of Holly Springs, she would like to see Angier grow in a similar fashion. Ms. Andrews said that she “could see the kind of trash the complex would bring in” and did not want subsidized housing around her.

Rosia Lee Gardner of 302 Tippet Road said she had lived in Angier – which she described as nice and peaceful -- for 71 years. She said it was a shame that residents would have to “put up with something like this,” citing congestion and heavy traffic on Tippet Road already.

Danny Gardner of 302 Tippet Road deferred his time to Attorneys Bain and McKaig.

Joseph Das of 23 Clearfield Drive said although he is a native of India, Angier is where he makes his home. He said he routinely looks at the “Welcome to Angier” sign, citing, ‘Strong Roots, New Growth ...’ and prays for the Board’s wisdom in their decision making.

T.J. Lynch deferred his time to Attorneys Bain and McKaig.

Leslie Creech of 36 Blair Drive said she worked hard to purchase her Windsor home in 2006 and did not want to lose money due to decreased property value. She said the back yard of her residence would back up to the proposed park if Tippet Place were to be developed. She addressed her concerns to Roberto Quercia, Director of City/Regional Planning at UNC-Chapel Hill. Ms. Creech said Mr. Quercia said if an apartment complex were built next to less-valuable property, it would create a positive impact/revitalization; but, if it were built next to higher-valued property, it would affect the community negatively. She urged the Town Board to “grow Angier the right way.”

Shane Fields of 136 Blair Drive, a volunteer with the Angier~Black River Fire Department, said he feared safety and the Town’s inability to fight a three~story fire at the proposed site. A 24~year fire service veteran now in Charlotte, he cited the local department’s lack of resources and only one 35~foot ladder as a deterrent to fighting a potential blaze effectively.

Attorney Ray Pleasant of 98 Windsor Drive, a former 24~year veteran attorney with The Town of Angier, mentioned dozens of communitywide projects completed during his tenure. He expressed concern with the proposed apartment complex, claiming that it is extremely difficult to enter NC 210 from Tippet Road at peak times and the congestion would only worsen with added tenants. Attorney Pleasant said that implementing a buffer would not effectively lessen noise from Tippet Place and considered the change from low~density to high~density a detriment to the Town’s long~term goals.

John Jordan of 203 Blair Drive, Kay and Stan Hilburn of 242 Blair Drive, deferred their time to Attorneys Bain and McKaig.

Amy Burney of 577 Tippet Road thought traffic and safety would be compromised with the development of Tippet Place. She asked why the Board would consider low~income housing. She said she had a small child and felt the child’s safety would be jeopardized with more cars entering Tippet Road.

Sandy and Corky Murdock and Melvin Wells deferred their time to Attorneys Bain and McKaig.

Beth Brafford of 36~B Silver Place asked the Board to look her son, whom she said sits three to a seat on a local school bus. Ms. Brafford said Harnett Central Middle School was already overcrowded with 1,100 students, 800 of whom ride buses to and from school. She suggested the Town build a BoJangle's rather than Tippet Place.

S. Delbridge of 241 Blair Drive deferred time to Attorneys Bain and McKaig.

Chad Adams spoke on behalf of the Roy Adams, Sr., heirs including Roy Adams, Jr.; and Virginia Weis. Mr. Adams said the property in question had been owned by his family for more than 100 years ~ his ancestors being the Town's first blacksmith, his grandfather an Angier Police Chief, his family delving in tobacco farming, a local florist, and owning a local gas station. Mr. Adams said he and his family were concerned about pending growth including the 1988 development of Black River Village Apartments with 48 units; the 1993 development of Windsor subdivision with its 45 new homes; the 1993 establishment of Clearfield subdivision with its 40 single~family homes; the 1999 construction of 32 Brookmere Townhomes; and the 1999 development of 63 homes inside the Cambridge subdivision. He said, despite their initial reservations, a mixture of rental apartments, townhomes and single~family homes could co~exist with no problems. Mr. Adams said their family stood in solidarity in support of Tippet Place.

Attorney Ryan McKaig at 2748 Layden Street, Raleigh, asked the Board to consider the complaints filed in a petition by 170 concerned citizens who did not want the "giant," 68~unit, three~story apartment complex. He said Mr. Weaver claimed the low~income housing would have no impact on fire, schools, and sewer and would increase the value of people's homes. Attorney McKaig compared that to "building in Fantasy Land," claiming that if you gather a lot of people inside a room for three to four days, there will be problems and that the police would be there more often. The attorney said the 170 who filed a petition "would have their voices heard now or during the next election."

Attorney Ed Bain at 65 Bain Street, Lillington, said it seemed to some that the Board had preliminarily made up its mind regarding the ruling of the rezoning, asking those who had formed an opinion to recuse himself prior to the vote. Attorney Bain said the people he represented were concerned about the 270 automobiles, 300 folks and 68 units added to a nine~acre tract. He urged the Board to develop Tippet Place at an alternate location, alleging that The Town of Angier "had a water problem" and "low pressure." He said according to Attorney Pleasant, the closer people are in close density, the more "disputes" and "gangs" will be created. Attorney Bain said citizens were concerned with added traffic congestion, an overcrowded school system, strains on local law enforcement and emergency services and existing water problems. He asked all audience members who opposed the development to stand; a large portion of those in attendance stood.

David Major of 271 Adams Road in Clearfield said he had been active in serving the Town, having worked with Parks and Recreation Director Derek McLean with local sporting events. He said the two people who spoke in favor of Tippet Place were ones poised to make money from the transaction.

Junior Price of Crest of Camille said that he had no opinion regarding the rezoning request, but wondered if added water customers would affect water pressure in other areas of the Town.

Chystina Sheppard asked to readdress the Board; her request was denied by the mayor.

The Public Hearing closed. At 9:28 p.m., Mayor Weatherspoon closed the Public Hearing, reopening the regular portion of the meeting. He thanked the audience for their participation and asked the Board to consider the rezoning request.

Town Engineer Bill Dreitzler was asked to address the public with their concerns as to water pressure and capability. Mr. Dreitzler said there was plenty of capacity to serve the potential project. Harnett County could provide one million gallons of water per day and that it would be the Applicant's responsibility to get pressure to the third-story apartments. The engineer said that the Town of Angier had been discussing its water system improvement needs and were currently checking into implementing a 250,000 gallon elevated storage tank on the Town's Kennebec Church Road property, a 250,000 gallon elevated storage tank adjacent to the Dora Street tank, associated Booster Pump Stations, and the replacement of the old core Water Distribution System, an overall cost estimate of \$ 5.1 million. He said that the staff recommended, in lieu of the \$5.1 million dollar expenditure, the Town proceed with a two-pressure zone system -- initially constructing only the 250,000 gallon Kennebec Church Road tank (and associated Booster Station) at a cost of \$ 1.37 million and had estimated a late 2017 completion date.

When asked about added traffic congestion, Mr. Dreitzler said NC-DOT would typically conduct a traffic analysis employing a formula such as .41 times the number of rental units (68) for the number of vehicles entering the target area during peak hours.

Members of the Board posed additional questions to the Applicant, Mr. Weaver. When asked by the Board if their company could construct only one- and two-story apartments, he said that Penco could redesign the complex and restrict facilities to a height of two stories; however, he said they would require adding a sixth building to accommodate 68 tenants.

Members of the crowd interjected, asking why the Applicant was allowed to speak and that Chystina Sheppard had been denied an opportunity to readdress the Board.

Mayor Weatherspoon explained that the Town Board had remaining questions for the Applicant, Mr. Weaver, to answer.

The Applicant was asked if he would be willing to add a second entryway, providing an ingress and egress for emergency services. He said they would add a second entrance if required. When asked about the on-site pond, Mr. Weaver said he didn't want to do away with the pond, but said that it could become a stormwater pond. He said he wanted to "be a good community neighbor" and would consider ways to increase safety.

When asked about how the apartment is perceived as a magnet for crime, Mr. Weaver said that at The Cottages at Twin Oaks, there were only two incidents where the police had been dispatched and that the issues were immediately resolved. The Applicant said that problems could occur, as well, at Windsor or Clearfield.

Attorney Bain asked why Mr. Weaver was allowed "to go on and on." The mayor asked that the attorney sit down and not disrupt the meeting.

The meeting resumed. Mr. Weaver was asked how many acres of the 19.53-acre parcel would be dedicated to the apartment complex, to which he estimated 9.5 acres with a 25-foot setback.

Commissioner Honeycutt asked if Windsor had an HOA and if they would be willing to purchase the land. Mr. Weaver said that he had the property under option and it would be up to him to sell.

10. Consideration and Potential Action.

Board Action: The Board unanimously voted to table the rezoning request until the next regularly scheduled Board of Commissioners' meeting set for May 3, 2016.

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

Mr. Weaver informed the Town Board that the State of North Carolina required the property be rezoned before May and said the company could cancel its contract if not approved by May 1, 2016. Mayor Weatherspoon said if the Town Board considered the request and hosted a Special~Called meeting prior to May 3, 2016, a 48~hour public notification would be made to inform the public of such intent.

11. Manager's Report: Mr. Price presented his Manager's Report, (Attachment #14). Items of discussion included:

- Saturday, April 9, 2016, Anthem Church was to host a communitywide Free Yard Sale.
- Harnett County Parks and Rec Department was hosting a Free Movie~in~the~Depot in Angier/Depot Square/Ellington Grounds Friday, April 15, 2016, at 6:30 p.m.
- The mayor and he were to attend the 2016 NC Tomorrow Summit at the North Raleigh Hilton Monday and Tuesday, April 18 and 19, 2016.
- The To Make a Child Smile Foundation was to host a barbeque plate sale Friday, April 22, 2016, \$ 8 per plate, 11:30 a.m. to 2 p.m., 5 to 7 p.m.
- On Tuesday, April 26, 2016, at 6:30 p.m. there was a Community Visioning Session scheduled. Liz Parham, NC Main Street Director from the NC Department of Commerce, was planning to facilitate.
- On Friday, April 29, 2016, from 6 p.m. to 12 midnight, the Harnett County Relay for Life event was to be hosted at the Harnett County Governmental Complex in Lillington.
- The date for Operation Inasmuch had been confirmed ~ Saturday, April 30, 2016.
- He said the National Day of Prayer would be Thursday, May 5, 2016, at the Jack Marley Park beginning at 7:30 a.m.
- Free Movies and Concerts in Depot Square/Ellington Grounds were to continue in May. More details were to be announced as the time approaches.
- The Harnett County Arts Council was slated to meet Monday, May 9, 2016, at 5:30 p.m.
- He said he and the mayor were to attend the 2016 State of the RTP Region Conference with Harnett County officials Thursday, May 19, 2016.
- The Arts Council will reconvene Monday, May 23, 2016, at 6 p.m. to hear the results from its Harnett County Folklife Survey by State Arts Council contractors.
- Town Offices will be closed Monday, May 30, 2016, in observance of Memorial Day.
- This year's Town Hall Day is Wednesday, June 8, 2016.
- He provided an update on the following:
 - The Board attending Essentials of Municipal Government in Greenville.
 - Angier Chamber of Commerce's Chamber Banquet March 8, 2016.
 - Attending the NC Main Street Conference in Goldsboro March 16~18, 2016.
 - The budget workshop March 19, 2016.
 - Harnett Local Government Association meeting March 28, 2016.
- Town Engineer's Report. (Attachment #15).
- Municipal Street Light Pricing Worksheet**. (Attachment #16).

****Decision on the Municipal Street Lights:** The Board voted unanimously to change out the existing street lights with LED as stated on the pricing worksheet.

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

12. Mayor and Town Board Reports: There were no items to report.

13. Staff Reports and Informational Items (Staff Reports were enclosed in the Agenda Packet ~ Attachments #17).

14. Adjournment: The Board voted unanimously to adjourn the April 5, 2016, meeting at 9:58 p.m.

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

Lewis W. Weatherspoon, Mayor

Attest: _____
Kim Lambert, Town Clerk

Town of Angier
Special~Called, Economic Vision Forum
Minutes
Tuesday, April 26, 2016, 6:30 p.m.
Angier Municipal Building

The Town of Angier convened during a Special~Called, Economic Vision Forum Tuesday, April 26, 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
Town Engineer Bill Dreitzler
Planning and Permitting Technician Sean Johnson
Town Clerk Kim Lambert

Others Present: Planning Board Chair Everett Blake
Planning Board Vice-Chairman Tom Taylor
Planning Board Members Lee Marshall, Wayne Oates,
Tristan Scott, and Paul Strohmeyer
No one represented *The Daily Record*

2. Mayor Weatherspoon presided, calling the Board of Commissioners' meeting to order at 6:30 p.m. The mayor introduced the evening's facilitator, Liz Parham, Director,
3. Approximately 52 attendees discussed in separate break~out rooms, reconvening momentarily before dissipating to the same break~out rooms specified. During the two~hour session, attendees identified what they felt were economic drivers within The Town of Angier; the perceived Strengths, Weaknesses, Opportunities and Threats to The Town's imminent future; as well, as conceptualized what they felt would be a good start in developing a new Mission Statement. The group activities marked the precipice of many additional public sessions where residents, business owners and those concerned will be able to discuss what they perceive are the Town's attributes, challenges and opportunities for potential growth.

A list of what each of the seven (7) groups identified as economic drivers was compiled (Attachment #1).

A list of what each of the seven (7) groups identified as perceived Strengths, Weaknesses, Opportunities and Threats (SWOT) was compiled (Attachments #2~5).

When the 7 break~out sessions reconvened, each group presented components on a flip chart as to what they suggested in developing a new Mission Statement (Attachment #6).

4. **Adjournment:** The Special~Called, Economic Vision Forum adjourned at 8:40 p.m.

Lewis W. Weatherspoon, Mayor

Attest: _____
Kim Lambert, Town Clerk

Economic Drivers within Angier Compiled (All 7 Groups Reporting):

1. What respondents thought were *Economic Drivers* within The Town of Angier:

1. Reasonable, affordable housing;
2. Farming/agriculture/horticulture (nurseries)/produce farms;
3. Construction industry/housing market;
4. Public facilities;
5. Business/restaurants/localized retail;
6. Heatmasters;
7. Sunni Skys;
8. Bitter Melon Restaurant and Market;
9. Local meat market;
10. Daycare;
11. Adult care;
12. Merchants;
13. Municipal government;
14. Traditional downtown;
15. Chamber of Commerce;
16. Downtown festivals;
17. Church outreach;
18. Open/Green spaces;
19. Bike Night at Good Times;
20. DMV;
21. Schools;
22. Banking;
23. Parks and recreation;
24. Government and schools;
25. Its location/proximity;
26. Utilities;
27. Used car lots;
28. Churches;
29. Grace Ballroom;
30. Military ~ close to Fort Bragg, Fayetteville;
31. Proximity to Campbell University, Wake County, RTP, etc;
32. The Jack Marley Park;
33. Simon's Restaurant;
34. Rusted Shovel;
35. Outside residents;
36. Highway system;
37. Bedroom community for Campbell University/Raleigh;
38. Gymnastics;
39. Service-driven businesses ~ banking, White Rabbit Brewery; auto parts; mechanics;
40. Manufacturing;
41. 63% of the jobs are outside of Town;

SWOT (Strengths, Weaknesses, Opportunities, and Threats) Compiled (All 7 Groups Reporting):

~ Strengths ~

1. What respondents thought were *Strengths*:

1. A small~town feel;
2. Open communication with Government;
3. Infrastructure utilities ~ Sewer, water systems;
4. Opportunities for new businesses;
5. Property available;
6. Low density population and diverse population;
7. The Jack Marley Park;
8. Sidewalks;
9. Appearance;
10. The Unified Development Ordinance (UDO);
11. Low crime rate;
12. Its proximity to Wake County, I~40, I~95, Campbell University, RTP, Ft Bragg;
13. Affordable land;
14. Great people;
15. Johnson's Landing;
16. People willing to accept change;
17. The Town staff;
18. Churches
19. Banks;
20. Local Police force;
21. Roads;
22. More educated population influx;
23. Coley's tenure and heritage;
24. Faith community;
25. Abundant water supply;
26. Farming, farmers' strong work ethic;
27. Small town familiarity creating a strong network;
28. Local festivals;
29. Civic clubs, caring citizens, people invested, community involvement;
30. Town Square, the Angier Depot space;
31. Available space and commercial buildings;
32. Four schools close by;
33. Good cost structure for doing business;
34. Local DMV office;

SWOT (Strengths, Weaknesses, Opportunities, and Threats) Compiled (All 7 Groups Reporting): ~ Weaknesses ~

2. What respondents thought were *Weaknesses*:

1. Transportation, Traffic; Hwy. 55 over~capacitated; four~lane highways needed;
2. Look of the Town's appearance;
3. Small businesses working together;
4. Central communication source;
5. Below average scoring schools;
6. Low density;
7. Parking;
8. Lack of industry;
9. Citizens allowing change;
10. A bedroom community/majority of its residents work and spend more in Wake, RTP, Fayetteville, Johnston Counties;
11. There are no anchor stores/destinations;
12. No natural gas;
13. Low inventory of square footage available for distribution/manufacturing;
14. No central area location;
15. Lack of business promotion; advertisement;
16. No hardware store;
17. Need a satellite park;
18. Need a community center;
19. Vacant store fronts;
20. Local businesses get no local patronage/support;
21. Exorbitant price of commercial land to develop; unrealistic ideas of property values;
22. Lack of shopping and restaurant venues; hours of operation currently in businesses;
23. Lack of apartments for senior adults and millennials;
24. Lack of communication between The Town and the general public;
25. Lack of a newspaper;
26. Small~town politics may be exclusive;
27. Programming for teenagers;
28. Lack of beautification committee to enhance aesthetics;
29. No museum building;
30. General lack of wealth;
31. Low retail sales per capita;
32. Low resident/commercial tax base;
33. Overall population;
34. Low skills/low education levels;
35. Low house taxes;
36. Lack of buildings and sites for sale;
37. Lack of rooftops;

SWOT (Strengths, Weaknesses, Opportunities, and Threats) Compiled (All 7 Groups Reporting):

~ Opportunities ~

3. What respondents thought were *Opportunities*:

1. A potential YMCA and more recreational facilities;
2. Access to CCCC/Campbell University;
3. Restaurants;
4. I~540, I~40, Fort Bragg, RTP access;
5. Residential growth coming from Wake County;
6. Water/sewer capacity attracts businesses;
7. Location of Town;
8. A small~town feel;
9. Sporting events locations;
10. Cape Fear River nearby;
11. Partnership with other agencies;
12. Public/private partnerships;
13. Potential of natural gas;
14. Retired military relocating;
15. Industrial opportunities;
16. Commerce park;
17. Have the space to grow;
18. Farming opportunities;
19. Big box stores;
20. Small retail opportunities;
21. Good coordination with NC~DOT;
22. Good leadership/relationships;
23. More technological opportunities;
24. Region is going to grow/1million ~ growth headed this way

SWOT (Strengths, Weaknesses, Opportunities, and Threats) Compiled (All 7 Groups Reporting):

~ Threats ~

4. What respondents thought were *Threats*:

1. Loss or lack of identity;
2. Wake County encroachment; (Fuquay~Varina extending its jurisdiction into Town's northern border)/Holly Springs;
3. Overgrowth;
4. Misconception about Harnett County, its schools;
5. Food chains;
6. Developing opportunities for business;
7. Highway access, street congestion;
8. Lack of parking;
9. Perceived drug activity;
10. Residents drive to other Towns to shop/spend money;
11. Lack of state funding;
12. Lack of federal funding;
13. Exorbitant cost of land;
14. Schools to support growth;
15. Surrounding towns;
16. In-between non-chain restaurants, very good;
17. Buying retail items online; millennials purchase 50% online.

Suggested Vision Statements Compiled (All 7 Groups Reporting):

Attachment 6.

5. What respondents suggested to include in The Town's *Mission Statement*:

1. Angier is a village of opportunity where businesses thrive and our community comes together through recreation, churches and civic organizations while we embrace growth with a small-town feel. (1 vote to use suggested statement).
2. Angier ~ a small town with strong roots that holds dear its family values. Located as a crossroads between Raleigh and Fayetteville, Angier has direct access to I-40 and I-95. Progressive economic vision allows Angier to look into the future and capitalize on strong growth. Angier is the perfect place to raise children, shop, live, work, and worship. (1 vote to use suggested statement).
3. The Town of Angier provides a safe and secure small town feel. The Town and surrounding area offers an excellent opportunity for education and recreation.

The infrastructure provides a Comprehensive Transportation Plan that welcomes new industry and is fertile ground for growth. (2 votes to use suggested statements).

4. Angier is a village of opportunity with its growth potential, its big-town atmosphere while maintaining its hometown feel with state-of-the-art farming technology, soaring industries, and a bustling downtown. Angier is a Town that promotes a healthy lifestyle with its scenic walkability throughout its corridors, and accessibility to its premiere park. Angier ~ The Town of Crepe Myrtles ~ prides itself on its vast diversity while retaining old acquaintances. (17 votes to use suggested statements).
5. Angier is the best place to live in North Carolina. While it is a fast-growing and diverse community, it keeps its small-town feel. Angier has great schools and parks and provides wonderful opportunities for businesses and entrepreneurs. (Our roadways make for quick commutes to RTP, Fort Bragg, and more! (2 votes to use suggested statements)).
6. Angier is a center for recreational facilities, events, and parks for all ages that compliment the residential development of single-family homes and owner-occupied townhomes. This small town comes together to volunteer and raise children following faith-based values. Downtown festivals are commonplace and are a draw for military retirees and university students. The focus on internet connectivity continues to draw millennials and attract tech businesses. (10 votes to use suggested statements).
7. Angier, a friendly Town nestled between two growing areas of North Carolina, is a central area for recreational activity and embraces good, balanced growth of residential, commercial, and industrial. (6 votes to use suggested statements).



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: May 3, 2016

**Item: 5B
Consent Agenda**

SUBJECT: Discussion of potential Budget Amendment #BOA2016.31.

For your consideration are potential Budget Amendments #BOA2016.31.

Budget Amendment #BOA2016.31 is to allocate funding for replacement of the Angier Public Library's condensing unit, air handler and heater, ductwork, wiring, condensation lines, and installation.

Manager's Comments:



Town of Angier

Budget Amendment #BOA2016.31

Date: May 3, 2016

Account Number	Line Description	Revenues		Expenditures	
		Increase	Decrease	Increase	Decrease
10-9007-0015	Library-Building Maintenance			15,000	
10-3001-0035	Fund Balance Appropriated	15,000			

Explanation: To budget funds to cover replacing commercial 7-1/2 heat pump condensing unit, air handler & heater. Price includes all necessary ductwork, control wiring, & condensate lines for complete installation. One year warranty.

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: May 3, 2016

Item: 5C
Consent Agenda

**SUBJECT: Consideration of a Harnett County Fire Prevention Code
Enforcement Municipal Agreement with The Town of Angier**

Enclosed for your consideration is a Harnett County Fire Prevention Code Enforcement Municipal Agreement with The Town of Angier.

Manager's Comments:

**STATE OF NORTH CAROLINA
COUNTY OF HARNETT**

**FIRE PREVENTION CODE ENFORCEMENT
MUNICIPAL AGREEMENT
TOWN OF ANGIER**

AGREEMENT

THIS AGREEMENT, made and entered into this first day of July, 2016, by and between the Town of Angier, North Carolina, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter, the "Town") and Harnett County, North Carolina, a body politic and political subdivision of the State of North Carolina (hereinafter, the "County").

Witnesseth

WHEREAS, the Town is required to provide fire prevention code enforcement services according to N. C. General Statute § 160A -411 and the North Carolina State Fire Prevention Code - Section 107; and

WHEREAS, the County desires to provide to Town the required fire prevention code inspections and services; and

WHEREAS, Town and County have reached an agreement for County to provide fire prevention code inspections and services as described herein and the parties desire to set forth the terms and conditions in this Agreement.

NOW, THEREFORE, in consideration of the public safety and welfare, the mutual benefits, representations, and agreements contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree, each with the other, as follows:

1. County agrees to provide the Town the following fire prevention code enforcement services within the Town's territorial jurisdiction:
 - A. Fire prevention code enforcement within day care centers, rest homes, foster homes and hospitals, when required by State or County agencies;
 - B. Non - residential and subdivision site plan approval for fire prevention code compliance, upon request from Town officials;
 - C. Response to complaints and requests for fire inspections of individual businesses;
 - D. Periodic Fire Prevention Code inspections in existing buildings, structures and premises to which the North Carolina State Building Code, Volume V - Fire Prevention, is applicable;
 - E. New construction plan review of fire protection equipment and certification of compliance inspections upon request from the appropriate building official(s); and
 - F. Other fire prevention code enforcement inspections and services as may be required by State law.
2. The Town agrees that the County, by and through the Harnett County Fire Marshal's office, shall have the exclusive right to perform the above enumerated fire prevention code enforcement

services for as long as this Agreement remains in force and effect. The Town further agrees to fully cooperate with the Harnett County Fire Marshal's office in providing these services.

3. The Town agrees that the County will have and may exercise the same inspection and enforcement powers within the Town's regulatory and extraterritorial jurisdiction as are applicable within the County's jurisdiction.
4. This agreement shall become effective July 1, 2016, subject to the mutual agreement of both parties, and shall continue for a period of three years from July 1, 2016 through June 30, 2019, unless terminated by either party in accordance with paragraph 8 of this Agreement.
5. Compensation for the services provided pursuant to this Agreement shall be \$11,520.00 per year. County shall invoice Town each year for said services and each invoice is due and payable to County within thirty (30) days of the date of the invoice. Town shall pay an additional charge of one and one-half percent per month (18% annually), not to exceed the maximum rate allowed by law for any payment not received by County more than thirty (30) days from the date of invoice.
6. This Agreement, as written or as may be amended, shall be effective from the date first specified above.
7. The Town Attorney shall provide legal support and representation for Town for all enforcement actions taken by the Harnett County Fire Marshal's office on behalf of Town on issues arising from enforcement actions taken within and on behalf of Town's jurisdiction by the Fire Marshal. To the fullest extent allowable by North Carolina law, County shall have no liability regarding such enforcement actions and Town shall hold County harmless for any and all claims, liabilities, losses, damages, costs or expenses of whatever kind arising out of or relating to the provision of services provided by County to Town hereunder, except for those acts caused by the negligence of County. To the fullest extent allowable by North Carolina law, County shall hold Town harmless for any and all claims, liabilities, losses, damages, costs or expenses of whatever kind arising out of or relating to the provision of services provided by County to Town, except for those acts caused by the negligence acts or omissions of Town. Town and County waive special, incidental, indirect, or consequential damages, including lost profits, good will, revenues or savings, for claims, disputes or other matters in question arising out of or relating to this Agreement. This limitation of liability, covering matters contemplated by and occurring during the term of this Agreement, will survive the expiration or termination of this Agreement.
8. This Agreement may be terminated for any reason by either party upon advanced written notice to the other party, by certified mail at least ninety (90) days prior to the date of desired termination. Termination shall not relieve Town of financial obligations incurred prior to termination.
9. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either Party.
10. In the event any provision of this Agreement is adjudged to be not enforceable or found invalid, such provision shall be stricken and the remaining provisions shall be valid and enforceable.
11. This Agreement represents the entire agreement between County and Town and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended by written instrument signed by County and Town.

12. All notices or other communications which shall be made pursuant hereto shall be in writing and shall be deemed to be given and received (a) when hand delivered to the address stated below, (b) three (3) days after being mailed to the address stated below, postage prepaid by certified or registered mail of the United States, return receipt requested to the address set forth below:

To Town:

Town of Angier
PO Box 278
Angier, NC 27501
Attn: Town Manager

To County:

Harnett County Fire Marshal
PO Box 370
Lillington, NC 27546

With a copy to: Harnett County Legal Services
PO Box 238
Lillington, NC 27546
Attn: County Staff Attorney

Either party to this Agreement may change its designated person or designated address at any time and from time to time by giving notice of such change to the other party in the manner set forth above.

13. This Agreement shall be governed by the laws of the State of North Carolina, The North Carolina State Courts located in Harnett County, North Carolina shall have jurisdiction to hear any dispute under this Agreement and legal or equitable proceedings by either party must be filed in Harnett County, North Carolina.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives or officers have executed this Agreement as to the date and year first above written.

TOWN OF ANGIER

By: _____
Town Manger

Attest:

Clerk (SEAL)

COUNTY OF HARNETT

By: _____
County Manger

Attest:

Margaret Regina Wheeler, Clerk (SEAL)



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: May 3, 2016

Item: 5D
Consent Agenda

**SUBJECT: Consideration of a Harnett County Building Inspection
Services Agreement with The Town of Angier**

Enclosed for your consideration is a Harnett County Building Inspection Services Agreement with The Town of Angier.

Manager's Comments:

STATE OF NORTH CAROLINA

BUILDING INSPECTION SERVICES AGREEMENT

COUNTY OF HARNETT

This Agreement is made and entered into as of this the 1st day of July ~~2013~~ 2016 by and between the County of Harnett, a body politic, organized and existing under the laws of the State of North Carolina (hereinafter referred to as "Harnett") and the Town of Angier, a municipal corporation, organized and existing under the laws of the State of North Carolina (hereinafter referred to as "Town").

WITNESSETH:

WHEREAS, the Governing Bodies hereby find and declare that interlocal cooperation for building inspection services is a necessity in that such cooperation allows for increased uniformity in the enforcement of the North Carolina State Building Code, development of consistent goals and objectives, more efficient coordination, administration and delivery of inspection services; and that as a result the public health, safety, and welfare will be better served by the implementation of this Agreement.

NOW THEREFORE, for and in consideration of sums to be paid as provided herein and the performance of the terms and conditions contained in this Agreement, the sufficiency of which is hereby acknowledged by both parties, said parties hereto agree as follows:

Section 1. Purpose. The purpose of this Agreement is to provide cooperation for building inspection services and to provide for the administration necessary to effectuate that endeavor.

Section 2. Definitions.

The words defined in this section shall have the following meanings when used in this Agreement, unless otherwise defined or explained hereafter:

- A. "Applicable Codes" means the following portions of the N.C. State Building Code: Building, Accessibility, Plumbing, Mechanical, Electrical, Fuel Gas, Energy, Existing Buildings, and Residential Codes, and the North Carolina Administration and Enforcement Requirements Code. "Applicable Codes" do not include the Fire Prevention Code; local residential housing codes; and/or minimum housing codes; or general periodic inspections for purposes of condemnation of residential and non-residential structures.
- B. "County" shall mean the County of Harnett.
- C. "Inspections Department" means Harnett County Planning Services. The Inspections Department shall employ or contract with building inspectors certified by the State of

North Carolina in the trades of Plumbing, Mechanical, Electrical, and General Building.

- D. "Building Inspection Services" includes review of building plans, issuing or denying permits, making necessary inspections including those involving condemnation, issuing or denying certificates of compliance, issuing orders to correct violations, and ensuring that records are kept, all according to the Applicable Codes and North Carolina General Statutes.
- E. "North Carolina State Building Code" means the current edition of the North Carolina Building Codes, as adopted by the North Carolina Building Code Council (which includes, by reference, the North Carolina Building, Accessibility, Plumbing, Mechanical, Electrical, Fire Prevention, Fuel Gas, Energy, Existing Buildings, and Residential Codes, and the North Carolina Administration and Enforcement Requirements Code).
- F. "Town" shall mean the Town of Angier.

Section 3. Services Provided by Inspections Department. The Inspections Department shall provide to Town, Building Inspection Services for Applicable Codes in the territorial boundaries of the Town. The Inspections Department shall provide such management, planning, regulatory, and administrative and support services as are reasonably necessary to provide Building Inspection Services.

Section 4. Compensation and Payment. Compensation for Building Inspections Services as provided pursuant to this Agreement shall Twenty-~~Five~~ **Eight** Thousand Dollars (\$28,000.00) per fiscal year, paid by Town to County through a schedule of quarterly payments of ~~Six Thousand Two Hundred Fifty Dollars (\$6,250.00)~~ **Seven Thousand Dollars (\$7000)** with payments commencing on July 15, and continuing on October 15, January 15, and April 15, of the then existing fiscal year; or in one lump sum payment of ~~\$25,000.00~~ **28,000.00** to be paid not later than July 30 of the then existing fiscal year. All documentation and fees for Building Inspection Services shall be collected by Town.

Section 5. Legal Representation and Liability. The Town Attorney shall provide legal support and representation for Town for all enforcement actions taken by the Inspections Department on behalf of Town on issues arising from enforcement actions taken within and on behalf of Town's jurisdiction by the Inspections Department. To the fullest extent allowable by North Carolina law, County shall have no liability regarding such enforcement actions and Town shall hold County harmless for any and all claims, liabilities, losses, damages, costs, or expenses arising out of, or relating to the provision of services provided by County to Town hereunder, except for those acts caused by the sole negligence of County. Town and County waive special, incidental, indirect, or consequential damages, including lost profits, good will, revenues or savings, for claims, disputes or other matters in question arising out of or relating to this Agreement. This limitation of liability will survive the expiration or termination of this Agreement.

Section 6. Term of Agreement, Amendment and Termination. The term of this Agreement is July 1, ~~2013~~ 2016 to June 30, ~~2016~~ 2019. This Agreement may be amended from time to time upon the mutual consent of Town and County expressed in writing. Either party may terminate this Agreement for any reason upon sixty (60) days written notice to the other party. Termination shall not relieve Town of financial obligations incurred prior to termination.

Section 7. Documents and Records. Town shall furnish or cause to be furnished to Inspections Department all such reports, data, studies, plans, specifications, documents, or other information deemed necessary by Inspections Department for proper performance of County's services. County may rely upon the documents so provided in performing the services required under this Agreement; provided however, County assumes no responsibility or liability for their accuracy.

Section 8. No Third-Party Beneficiary. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either Party.

Section 9. Severance Clause. In the event any provision of this Agreement is adjudged to be not enforceable or found invalid, such provision shall be stricken and the remaining provisions shall be valid and enforceable.

Section 10. Entire Agreement. This Agreement represents the entire agreement between County and Town and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by written instrument signed by County and Town.

Section 11. Notices. All notices or other communications which shall be made pursuant hereto shall be in writing and shall be deemed to be given and received (a) when hand delivered to the address stated below, (b) three (3) days after being mailed to the address stated below, postage prepaid by certified or registered mail of the United States, return receipt requested to the address set forth below:

TO: Town of Angier
Physical Address:
145 Broad Street
Angier, North Carolina 27501
Mailing:
P.O. Box 278
Angier, North Carolina 27501
Attn: Town Manager

TO: County of Harnett
Physical Address:
102 E. Front Street

County Administration Building, First Floor
Lillington, North Carolina 27546
Mailing Address:
Post Office Box 759
Lillington, North Carolina 27546
Attn: County Manager

With Copy to: County Staff Attorney
Physical Address:
102 E. Front Street
County Administration Building, Second Floor
Lillington, North Carolina 27546
Mailing Address:
Post Office Box 238
Lillington, North Carolina 27546

Either party to this Agreement may change its designated person or designated address at any time and from time to time by giving notice of such change to the other party in the manner set forth above.

Section 12. Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of North Carolina. The North Carolina State Courts located in Harnett County, North Carolina shall have jurisdiction to hear any dispute under this Agreement and legal or equitable proceedings by either party must be filed in Harnett County, North Carolina.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives or officers have executed this Agreement as to the date and year first above written.

(The remainder of this page left blank intentionally)

COUNTY OF HARNETT

By: _____
James A. Burgin, Chairman

ATTEST:

Margaret Regina Wheeler, Clerk

TOWN OF ANGIER

By:

~~R.H. Ellington~~ Lou Witherspoon, Mayor

Lewis Weatherspoon

ATTEST:

, Clerk

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

Vanessa Young, Finance Officer
Town of Angier

STATE OF NORTH CAROLINA

COUNTY OF HARNETT

I, _____, a Notary Public, of the County and State aforesaid, certify that James A. Burgin, who being by me duly sworn, says that he is Chairman of the Board of Commissioners of Harnett County, and that Margaret Regina Wheeler is Clerk of said Board, that the seal affixed to the foregoing and attested instrument is the seal of Harnett County, North Carolina, and that said instrument was signed by him as Chairman of the Board of Commissioners of said County and by the Clerk of said Board, who affixed the official seal of Harnett County to said instrument; and that the said James A. Burgin, Chairman of the Board of Commissioners, acknowledged said instrument to be the act and deed of Harnett County, North Carolina.

Witness my hand and Notarial Seal, this the _____ day of _____, 2013.

Notary Public

Notary Public Printed Name

My Commission Expires: _____

NORTH CAROLINA

COUNTY OF HARNETT

Lewis W.
Weatherspoon

I, _____, a Notary Public of the County and State aforesaid, certify ~~R.H. Ellington~~ personally came before me this day and acknowledged that he is Mayor of the Town of Angier, a municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by _____ as its Town Clerk.

Witness my hand and official stamp or seal, this _____ day of _____, 2013.

Notary Public

Notary Public Printed Name

My Commission Expires: _____



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: May 3, 2016

Item: 5E
Consent Agenda

**SUBJECT: Proclamation designating May 5, 2016, as National Day
of Prayer in The Town of Angier.**

For your consideration is a Proclamation designating Thursday, May 5, 2016, as National Day of Prayer within The Town of Angier.

Manager's Comments:



Town of Angier

angier.org

Lewis W. Weatherspoon
Mayor

Coley B. Price
Town Manager

Kim Lambert
Town Clerk

Proclamation

National Day of Prayer ~ 2016

- Whereas,** Civic prayers and national days of prayer have a long and venerable history in our constitutional republic, dating back to the First Continental Congress in 1775; and,
- Whereas,** The Declaration of Independence, our first statement as Americans of national purpose and identity, made "the Laws of Nature and Nature's God" the foundation of our United States of America and asserted that people have inalienable rights that are God-given; and,
- Whereas,** In 1988, legislation setting aside the first Thursday in May in each year as a National Day of Prayer was passed unanimously by both Houses of Congress and signed by President Ronald Reagan; and,
- Whereas,** The National Day of Prayer is an opportunity for Americans of all faiths to join in united prayer to acknowledge our dependence on God, to give thanks for blessings received, to request healing for wounds endured, and to ask God to guide our leaders and bring wholeness to the United States and her citizens; and,
- Whereas,** This year marks the 65th Annual National Day of Prayer with this year's theme, "Wake Up America."
- Proclaimed,** That I, Mayor Lew Weatherspoon, on behalf of the Town of Angier, designate Thursday, May 5, 2016, at a "National Day of Prayer" within the Town of Angier, encouraging citizens to observe this date in ways appropriate to its significance, proclaiming it on this, the 5th day of May, 2016.

ATTEST:

Angier Mayor Lew Weatherspoon

SEAL:

Town Clerk Kim Lambert



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: May 3, 2016

Item: 6

SUBJECT: 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 will be instructed to sign up with the Town Clerk to speak *prior* to the start of the meeting and provide the clerk with copies of any handouts presented to the Board.

The public will be notified that the Board is not expected to take 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, staff members and/or may be scheduled for a future Agenda.

Manager's Comments:



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: May 3, 2016

**Item: 7A
Old Business**

**SUBJECT: Consider a Resolution to Fix the Date for a Public Hearing
regarding the Annexation Petition by Southern Acres, LLC,
for property on Atkins Road, Fuquay~Varina**

For your consideration is a Resolution to Fix the Date for a required Public Hearing regarding an Annexation Petition filed by Southern Acres, LLC. The property owner(s) would like to annex two separate properties totaling 55.635 acres. These parcels have Harnett County PIN #0664-84-0935.000 and 0664-94-1836.000, located on Atkins Road, Fuquay~Varina.

The Board is asked to consider adopting a Resolution to Fix the Date for a Public Hearing during its next regularly scheduled Board of Commissioners' meeting June 7, 2016.

During the April meeting, the Clerk was petitioned to investigate Sufficiency of the Petition and to Certify Results. Those Results *have been* verified by the Clerk; therefore, the Town Board is now eligible to Set the Date for a Public Hearing during its June 7, 2016, Board of Commissioners' meeting. Following the Public Hearing in June, 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

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

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 W. Weatherspoon
Mayor

Coley B. Price
Manager

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

**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 Arfesa 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: May 3, 2016

**Item: 7B
Old Business**

**SUBJECT: Readdressing the Rezoning Request by Penco Land Company
regarding the proposed Tippet Place Apartment Complex**

Since last month's Public Hearing and subsequent tabling of the Rezoning Request regarding Tippet Place, the Town Board may now readdress and/or take action. Penco Land Company (The Pendergraph Companies, LLC) had addressed the Board 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.

Manager's Comments:



REZONING STAFF REPORT

File #: 2016-000035

Sean Johnson

sjohnson@angier.org

(919) 331-6702

Planning & Zoning Board: March 7, 2016

Board of Commissioners: April 5, 2016 - **Tabled**

May 3, 2016

Requesting Conditional Rezoning from **R-15** to **CZ-R-6-2 (Multi-Family)**

Applicant Information

Owner of Record:

Name: Barbara Butts

Address: 7824 Saint Anns Way

City/State/Zip: Fuquay-Varina, NC 27526

Applicant:

Name: Penco Land Company, LLC

Address: 3924 Browning Place

City/State/Zip: Raleigh, NC 27609

Property Description

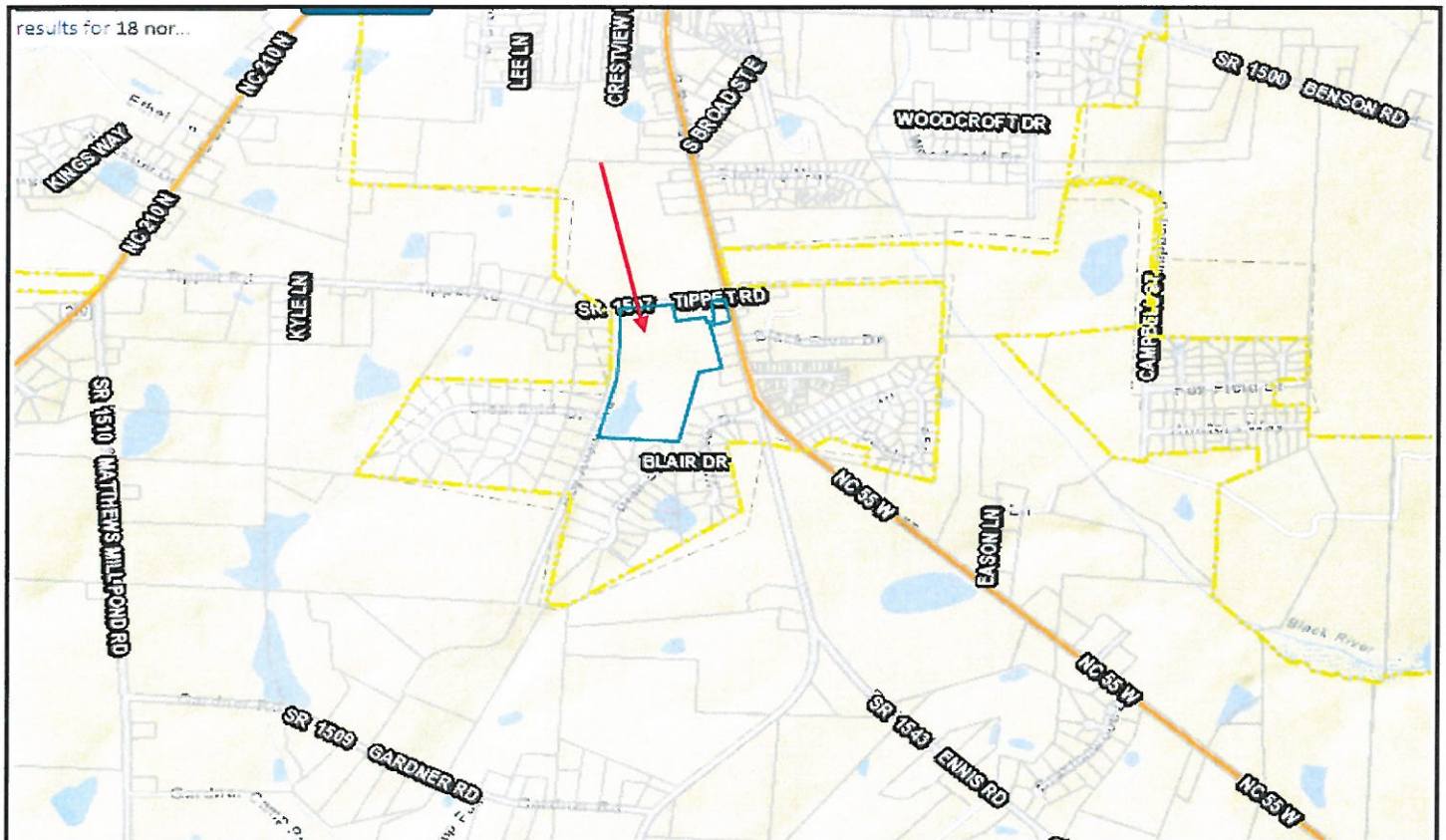
PIN(s): 0673-65-9280.000

Acreage: 19.85 Acres

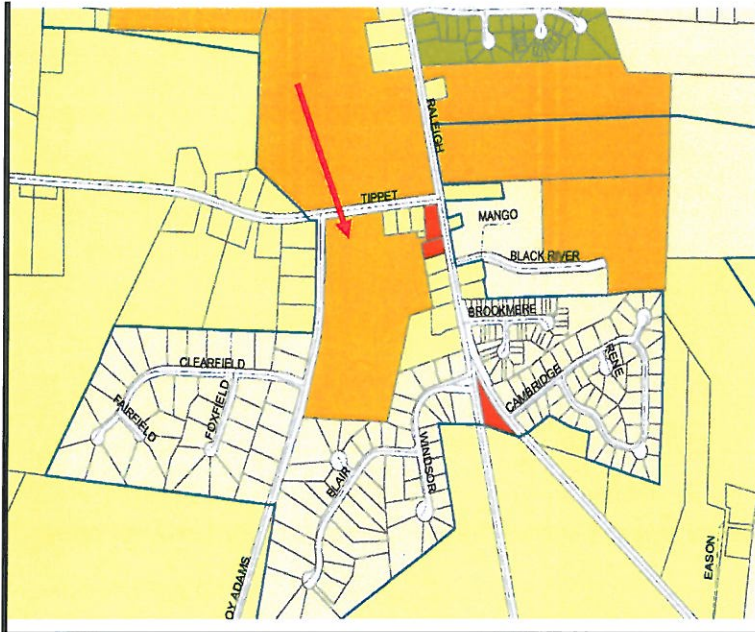
Address: 742 South Raleigh Street

Near the Intersection of Tippet Road and NC 55 W

Vicinity Map



Zoning District Compatibility



Zoning Map

PERMITTED USES	CURRENT	REQUESTED
	R-15	R-6 Cond.-Multifamily
Parks & Rec Facilities	S	
Detached Single Family	P	
Duplexes	P	
Townhomes/Condos	S	
Apartments	S	P
Professional Offices	S	
Retail Uses		
Restaurants		
Governmental Uses	P	
Distribution		
Manufacturing Uses		

P=Permitted, S=Special Use

Physical Characteristics



Aerial Photograph

Site Description: The Site is mostly vacant agricultural land with a wooded portion and a small pond along the western side.

Surrounding Land Uses: Surrounding Land Uses Include Low and Medium Density Residential Including Single Family Neighborhoods and Multi-Family Developments.

Services Available

Water:

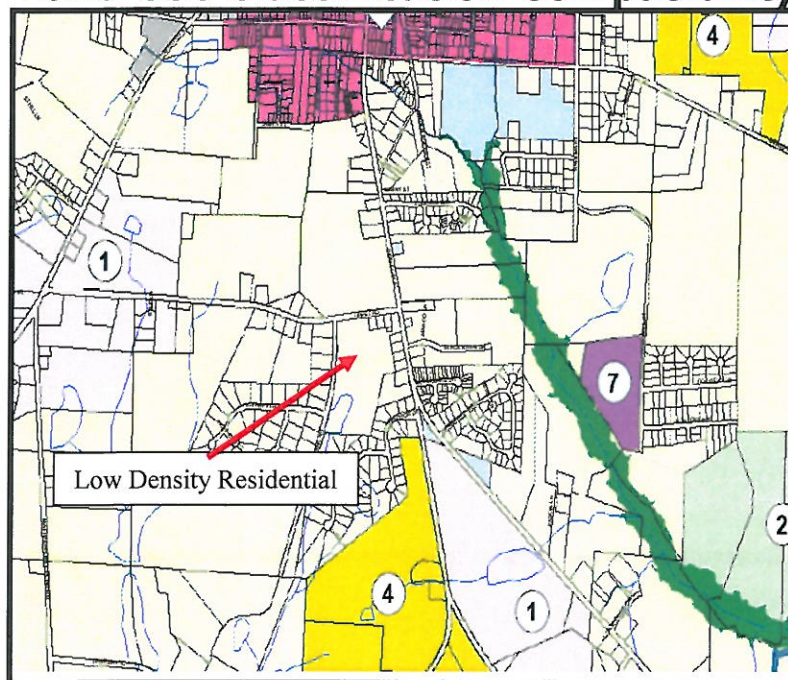
- ☒ Public
☐ Private (Well)
☐ Other: Unverified

Sewer:

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

Transportation: Sufficient
 Annual Daily Traffic
 Count: N/A
 Site Distances: Sufficient

Land Use Classification Compatibility



Future Land Use Map (2007)

	ZONING	LAND USE
	CZ-R-6	LDR
Parks & Rec Facilities		
Detached Single Family		X
Semi-Detached		
Townhomes		
Multi-Family	X	
Professional Offices		
Retail Uses		
Eating Establishments		
Governmental Uses		X
Distribution		
Manufacturing Uses		
Units per Acre	~3.5	1-3

This proposed multi-family use is not compatible with our current Future Land Use Map. The Land Use Map calls for Low Density Residential which is defined as 1-3 units per acre. The proposed apartment complex will consist of approximately 3.5 units per acre. Staff believes our current Land Use Plan is outdated and is currently in the process of being updated. Staff expects the Tippet Road corridor between HWY 210 and HWY 55 will see medium density development in the future, and this will be reflected on our Land Use Plan in the near future.

It's worth noting that while our Land Use Map calls for low density development for most of the southern end of Town, there are existing nearby developments that are higher than the suggested 1-3 unit per acre threshold. These developments include the Black River Village townhomes and the Brookmere Drive duplex style housing, which are both directly across Highway 55 from the proposed site.

Rezoning Application Information

This rezoning request, to Conditional Zoning R-6 for the purpose of an apartment style multifamily development, is being requested to facilitate development of the lot as described above. Review and consideration by the Board of this request shall include the following:

(1) Specified use (2) Development layout (3) Overall design (4) Building elevations (5) Building color.

If approved, the Board may add any conditions it deems necessary and appropriate. If the conditional zoning petition is approved, review for compliance with the Ordinance of standard improvements, such as parking areas and landscaping, will be conducted by Planning staff at the time of site plan submittal. The zoning district would become distinct and singular, as it would be a stand-alone district, named **CZ-R6-2**. Any variation of the approval would be considered a violation of the Unified Development Ordinance.

Possible conditions:

1. Building height requirements – 2 story or 3 story
2. Specific building material and color requirements
3. Specific landscaping requirements possibly including a more desirable location of, or additional buffering along the boundaries of the property.

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: Staff concludes that the impact to the surrounding community 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 Low Density Residential, which is classified as 1 to 3 units per acre. The proposed development will have slightly more; approximately 3.5 units per acre.
- ☒ Yes ☐ No The proposal does ENHANCE or maintain the public health, safety and general welfare.
REASONING: The requested conditional zoning district will allow for use of the site that is compatible with the surrounding land uses as well as provide 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 is for Conditional Zoning and the proposed use is similar to and compatible with surrounding land uses.
-
-

Suggested Statement-of-Consistency (Staff concludes that...)

The requested rezoning to Conditional Zoning R-6 for the purpose of an apartment style multifamily development 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. Therefore, staff recommends that this rezoning request be **APPROVED**.

Planning Board Recommendation

The Town of Angier Planning Board voted to recommend APPROVAL of this conditional rezoning by a 4 to 1 margin at the March 7, 2016 Planning Board meeting.

The Following Conditions were Recommended by the Planning Board:

- 1) The buffering for all four sides of the proposed site shall be in accordance with the Town's UDO
- 2) The buffering proposed shall be placed along the far southern end of the property instead across the bottom of the proposed development area
- 3) There shall be a Landscaping Plan developed with appropriate landscaping noted
- 4) There shall be a walking trail developed which allows residents to exercise
- 5) There shall be an agreement with the Town of Angier that each building proposed shall be under one water meter rather than individual meters per unit
- 6) There shall be a traffic analysis study conducted

Site Photographs



Standards of Review and Worksheet

STANDARDS OF REVIEW

The Planning Board voted on each of the following items individually. Here are the results:

☒ Yes ☐ No A. The proposal will place all property similarly situated in the area in the same category, or in appropriate complementary categories.

4 to 1 VOTE

☒ 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.

5 to 0 VOTE

☒ 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.

5 to 0 VOTE

☒ Yes ☐ No D. The proposed change is in accordance with the comprehensive plan and sound planning practices.

4 to 1 VOTE

Attachments

- ☒ Original Rezoning Application
- ☒ Justification Statement

The Protest Petition submitted by those citizens against this conditional rezoning no longer requires a $\frac{3}{4}$ vote to approve this rezoning.

House Bill 201, which was signed into law on July 17, 2015 and became effective on August 1, 2015, repeals the power of protest petitions to require a $\frac{3}{4}$ vote to approve a zoning map amendment.

See Attached Rewritten G.S. 160A-385

THE BOARD CAN PASS THIS REZONING WITH A SIMPLE MAJORITY VOTE

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2015

SESSION LAW 2015-160
HOUSE BILL 201

AN ACT TO AMEND THE PROCESS BY WHICH THE CITY COUNCILS RECEIVE
CITIZEN INPUT IN ZONING ORDINANCE AMENDMENTS.

The General Assembly of North Carolina enacts:

SECTION 1. G.S. 160A-385(a) reads as rewritten:

"§ 160A-385. Changes.

(a) ~~Qualified Protests.~~Citizen Comments.

- (1) Zoning ordinances may from time to time be amended, supplemented, changed, modified or repealed. ~~In case, however, of a qualified protest against a zoning map amendment, that amendment shall not become effective except by favorable vote of three fourths of all the members of the city council. For the purposes of this subsection, vacant positions on the council and members who are excused from voting shall not be considered "members of the council" for calculation of the requisite supermajority. If any resident or property owner in the city submits a written statement regarding a proposed amendment, modification, or repeal to a zoning ordinance to the clerk to the board at least two business days prior to the proposed vote on such change, the clerk to the board shall deliver such written statement to the city council. If the proposed change is the subject of a quasi-judicial proceeding under G.S. 160A-388, the clerk shall provide only the names and addresses of the individuals providing written comment, and the provision of such names and addresses to all members of the board shall not disqualify any member of the board from voting.~~
- (2) ~~To qualify as a protest under this section, the petition must be signed by the owners of either (i) twenty percent (20%) or more of the area included in the proposed change or (ii) five percent (5%) of a 100 foot wide buffer extending along the entire boundary of each discrete or separate area proposed to be rezoned. A street right of way shall not be considered in computing the 100-foot buffer area as long as that street right of way is 100 feet wide or less. When less than an entire parcel of land is subject to the proposed zoning map amendment, the 100-foot buffer shall be measured from the property line of that parcel. In the absence of evidence to the contrary, the city may rely on the county tax listing to determine the "owners" of potentially qualifying areas.~~
- (3) ~~The foregoing provisions concerning protests shall not be applicable to any amendment which initially zones property added to the territorial coverage of the ordinance as a result of annexation or otherwise, or to an amendment to an adopted (i) special use district, (ii) conditional use district, or (iii) conditional district if the amendment does not change the types of uses that are permitted within the district or increase the approved density for residential development, or increase the total approved size of nonresidential development, or reduce the size of any buffers or screening approved for the special use district, conditional use district, or conditional district."~~

SECTION 2. G.S. 160A-386 is repealed.

SECTION 3. G.S. 122C-403(3) reads as rewritten:

- "(3) Regulate the development of the reservation in accordance with the powers granted in Article 19, Parts 2, 3, 3C, 5, 6, and 7, of Chapter 160A of the



General Statutes. The Secretary may not, however, grant a special use permit, a conditional use permit, or a special exception under Part 3 of that Article. In addition, the Secretary is not required to notify landowners of zoning classification actions under G.S. 160A-384, ~~and the protest petition requirements in G.S. 160A-385, and 160A-386 do not apply,~~ but the Secretary shall give the mayor of the Town of Butner at least 14 days' advance written notice of any proposed zoning change. The Secretary may designate Advisory establish a board to act like a Board of Adjustment to make recommendations to the Secretary concerning implementation of plans for the development of the reservation. When acting as a Board of Adjustment, Advisory that board shall be subject to subsections (b), (c), (d), (f), and (g) of G.S. 160A-388."

SECTION 4. This act also repeals any local act authority for submission, review, or action by any municipality upon any zoning protest petition, whether or not enacted as a provision in a municipal charter.

SECTION 5. G.S. 160A-75 reads as rewritten:

"§ 160A-75. Voting.

No member shall be excused from voting except upon matters involving the consideration of the member's own financial interest or official conduct or on matters on which the member is prohibited from voting under G.S. 14-234, 160A-381(d), or 160A-388(e)(2). In all other ~~eases, cases except votes taken under G.S. 160A-385,~~ a failure to vote by a member who is physically present in the council chamber, or who has withdrawn without being excused by a majority vote of the remaining members present, shall be recorded as an affirmative vote. The question of the compensation and allowances of members of the council is not a matter involving a member's own financial interest or official conduct.

An affirmative vote equal to a majority of all the members of the council not excused from voting on the question in issue, including the mayor's vote in case of an equal division, shall be required to adopt an ordinance, take any action having the effect of an ordinance, authorize or commit the expenditure of public funds, or make, ratify, or authorize any contract on behalf of the city. In addition, no ordinance nor any action having the effect of any ordinance may be finally adopted on the date on which it is introduced except by an affirmative vote equal to or greater than two thirds of all the actual membership of the council, excluding vacant seats and not including the mayor unless the mayor has the right to vote on all questions before the council. For purposes of this section, an ordinance shall be deemed to have been introduced on the date the subject matter is first voted on by the council."

SECTION 6. This act becomes effective August 1, 2015, and applies to zoning ordinance changes initiated on or after that date.

In the General Assembly read three times and ratified this the 16th day of July, 2015.

s/ Daniel J. Forest
President of the Senate

s/ Tim Moore
Speaker of the House of Representatives

s/ Pat McCrory
Governor

Approved 10:30 a.m. this 17th day of July, 2015



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: May 3, 2016

**Item: 8A
Public Hearing**

**SUBJECT: Consider Three (3) Staff~Recommended Text Amendments
Recommended for Approval by the Angier Planning Board**

As advertised in *The Daily Record* as required, a Public Hearing will take place regarding three (3) Staff~Recommended Text Amendments.

When the regular meeting reconvenes following the Public Hearing, you will be asked to consider the Text Amendments. During its April meeting, the Angier Planning Board recommended approval for all three suggested Amendments.

As Planning and Permitting Technician Sean Johnson will explain, the Text Amendments recommended include:

1. Revising the Review Requirements for Minor Subdivisions, Chap. 11, Section 11.1;
2. Revising the Sign Design and Area Requirements, Chap. 10, Sections 10.2.1 and 10.2.2;
3. Churches to Build Non~Residential Structures in Residential Zones, Chap. 4, Section 4.11.

Manager's Comments:

Staff Recommended Text Amendments:

1) TRC Review

Section 11.1. - Purpose and applicability.

Remove TRC review for smaller minor subdivisions (1-2 Lots)

D. The following chart indicates the appropriate approval authority for each development type:

Development Type	Development Approval Process				
	Technical Review Committee	Administrative	Planning Board	Town Board	Board of Adjustment
Land use permit (single-family and two-family residential)		X (plot plan, no site plan)			
Site plan	X	X			
Partial site plan	X	X			
Exempt subdivision		X			
Minor subdivision (1 or 2 Lots)	X	X			
Minor Subdivision (3-5 Lots)	X	X			
Major subdivision—Preliminary plat	X	X	X		
Major subdivision—Engineering drawings	X	X			
Major subdivision—Final plat	X	X			

Recommendation for Approval by the Planning Board on April 12th (Unanimous)

2) Sign Requirements

10.2.1 Sign design standards.

A. Materials, colors, and shapes of proposed signs shall be designed so as to integrate with the buildings and the surrounding area. ~~In the Central Business zoning district, sign design and color shall closely match the current theme as determined by the administrator. Specifically, colors shall match that of the exterior of the structure to the greatest extent possible.~~

B. The sign shall not be excessive or confusing.

10.2.2 Sign area.

~~A. For wall signs, placard signs, and window signs, the area of the sign shall be the smallest rectangle that can encompass all letters, logos, background, and integral parts included in the sign.~~

~~B.~~ For freestanding signs, neighborhood identification signs, and other similar signs, the area shall not include the area of the surface to which the sign is affixed. For example, a decorative framework or wall shall not be included in the sign area.

Recommendation for Approval by the Planning Board on April 12th (Unanimous)

4) Nonresidential Accessory Structures

Other Uses	Use Group	OSR	RA-30	R-15	R-10	R-6	O&I	CB	GC	CP	SR	Parking
Accessory structures (nonresidential)	2	P					P	S	P	P	4.11.1	

~~*Consider adding an exemption which permits churches to have accessory structures. There are several churches in a residential zoning district which currently does not allow for any nonresidential accessory structure.*~~

4.11.1 Accessory structures (nonresidential)

~~A. Only churches shall be permitted to have nonresidential accessory structures in the R-10, R-15 and RA-30 zoning districts.~~

~~[B.] Any nonresidential accessory structure shall be subject to the zoning district dimensional requirements, and the exterior materials of the accessory structure shall substantially match the materials of the principal structure.~~

~~[C.] All utilities must be screened.~~

~~[D.] Stand alone ATMs, ice machines, coffee shops, and drive-through uses may be permitted as accessory uses (i.e. in a shopping center parking lot).~~

Recommendation for Approval by the Planning Board on April 12th (Unanimous)



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: May 3, 2016

Item: 8B
Public Hearing

SUBJECT: Consider a Text Amendment requesting to Reduce the Required Distance between a Bar and Residential Structures

As advertised in *The Daily Record* as required, a Public Hearing will take place regarding the Text Amendment Request to Reduce the Required Distance between a Bar and Residential Structures (Chap. 4, Section 4.8.5) within The Town of Angier.

When the regular meeting reconvenes following the Public Hearing, you will be asked to consider the Text Amendment Request. During its April meeting, the Angier Planning Board recommended denying this suggested Amendment.

As Planning and Permitting Technician Sean Johnson will explain, the Text Amendment Request submitted by Patricia Lambert was in regard to opening a potential bar at 149 Logan Court, Suite E, which abuts the Harvest Ridge subdivision.

Manager's Comments:

Town Board Packet – May 3, 2016

Patricia Lambert's Text Amendment Request:

Chapter 4, Section 4.8.5: Nightclubs and Bars

- A. Nightclubs and bars shall not be located within ~~1,000~~ **[500]** feet of a residential structure or park, unless permitted as part of a live/work development.
- B. Live music shall not be audible off the premise at decibel levels louder than normal background noise after 11:00 p.m., if such establishments are located within 1,000 feet of a residential structure.
- C. Outdoor seating regulations for "restaurants", located in this chapter, shall be met if applicable.

Recommendation for Denial by the Planning Board on April 12th (3-2 Vote)



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: May 3, 2016

Item: 8C
Public Hearing

**SUBJECT: Consider a Text Amendment requested by the Harnett County
Animal Control Department concerning "Dangerous Dogs"**

As advertised in *The Daily Record* as required, a Public Hearing will take place regarding the Text Amendment Request by Harnett County Animal Control. Director Steve Berube will address the Board regarding the Harnett County Animal Control Ordinance and the corresponding section of The Town of Angier's Code of Ordinances (Section 4 ~ 10[a]).

When the regular meeting reconvenes following the Public Hearing, you will be asked to consider the (Countywide) Text Amendment Request regarding "Dangerous Dogs."

Manager's Comments:

Proposed Text Amendment

- (A) It shall be unlawful for a citizen to keep a dog within the corporate limits of the Town a 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.
- (B) Any owner found in violation of this section will be required to release the dog to the Harnett County Animal Services Department for euthanasia and will face a civil fine of \$400.00.

*as recommended by Steve Berube, Program Manager
Harnett County Animal Services*



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: May 3, 2016

Item: 8D
Public Hearing

**SUBJECT: Consider an Annexation Petition from Linderman Properties, LLC,
regarding a 10.865-acre parcel located at 1501 N. Raleigh Street**

As you recall, an Annexation Petition was submitted by Linderman Properties, LLC, who was requesting to annex 10.865 acres, located at 1501 N. Raleigh Street near the Wake/Harnett line (Harnett County PIN #0674-57-5493).

The Board directed the Clerk last month to investigate Sufficiency of the Petition and to Certify Results during its Board of Commissioners' meeting April 5, 2016.

Because the Results *were* verified and certified by the Clerk, the Town Board is able to host a Public Hearing tonight regarding this Annexation Petition.

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:



Town of Angier

Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

Ordinance No.: 008-2016
Date Adopted: May 3, 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 Linderman Properties, LLC, on February 23, 2016, to annex the area (Harnett County Parcel PIN: 0674~57~5493) 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, May 3, 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 April 13, 2016, and April 19, 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 May 3, 2016;

Being 11.026 acres located at 1501 N. Raleigh Street, Angier, NC 27501; having PIN # 0674~57~5493.000, as described in Deed Book 3329 Page 971, and shown on Plat Cabinet F Slide 309~A, and being more particularly described as follows:

Beginning at an existing cotton spike located on the western right of way of NC Highway 55, having NC Grid Coordinates N~647391.363' E ~ 2076173.755', being the Point and Place of Beginning.

Thence South 72 degrees 01 minute 24 seconds West for a distance of 256.36 feet TO AN EXISTING COTTON SPIKE, BEING A COMMON CORNER WITH OCEAN 3 LLC;

Thence South 13 degrees 41 minutes 23 seconds East for a distance of 108.93 feet ALONG OCEAN 3 LLC LINE TO AN EIS;

Thence North 88 degrees 49 minutes 13 seconds West for a distance of 870.68 feet ALONG THE LINE OF ROBERTA WOOLARD AND ROENA HONEYCUTT TO AN EXISTING AXLE;

Thence North 02 degrees 35 minutes 32 seconds East for a Distance of 482.03 feet to a REBAR @ DIST EIS;

Thence South 88 degrees 22 minutes 53 seconds East for a distance of 589.87 feet ALONG THE LINE OF RICHARD BULLOCK TO AN EIS;

Thence North 87 degrees 54 minutes 54 seconds East for a distance of 187.34 feet TO AN EIS;

Thence North 88 degrees 26 minutes 45 seconds East for a distance of 198.71 feet TO AN EIS ON THE WESTERN RIGHT OF NC HIGHWAY #55;

Thence North 88 degrees 26 minutes 45 seconds East for a distance of 32.48 feet TO A POINT IN THE RIGHT OF WAY OF NC HIGHWAY #55;

Thence South 13 degrees 03 minutes 04 seconds East for a distance of 315.07 feet TO A POINT IN THE RIGHT OF WAY OF NC HIGHWAY #55;

Thence South 72 degrees 01 minutes 24 seconds West for a distance of 12.97 feet TO THE POINT OF BEGINNING. Together with and subject to Covenants, Easements and Restrictions of Record, Said property contains 11.03 acres more or less.

Section 2. Upon and after May 3, 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 3rd day of May, 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 Weatherspoon
Mayor

Coley B. Price
Manager

**Date Authorized to Investigate the
Sufficiency of the Annexation**
Request: March 1, 2016

CERTIFICATE OF SUFFICIENCY

During its March 1, 2016, Board of Commissioners' meeting, the Town of Angier Clerk was directed to Investigate the Sufficiency of the Petition to Annex submitted by Linderman Properties, LLC, February 23, 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 lying in the areas described therein, in accordance General Statute § 160A – 58.1.

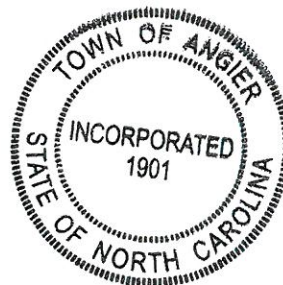
This confirms the Sufficiency of the Petition.

In witness whereof, I have hereunto set my hand and affixed the Seal of the Town of Angier, North Carolina, this the 5th day of April, 2016.

ATTEST:



Kim Lambert, Town Clerk





Town of Angier

Lewis Weatherspoon
Mayor

Coley B. Price
Manager

Resolution No.: 008-2016
Date Submitted: April 5, 2016
Date Adopted: April 5, 2016

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 February 23, 2016, by Linderman Properties, LLC, requesting Annexation of an area described in said Petitions and inclusive of Harnett County Parcel Pin # 0674-57-5493 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, May 3, 2016.

Section 2. The area proposed for Annexation is described as follows:

Being 11.026 acres located at 1501 N. Raleigh Street, Angier, NC 27501; having PIN # 0674~57~5493.000, as described in Deed Book 3329 Page 971, and shown on Plat Cabinet F Slide 309~A, and being more particularly described as follows:

Beginning at an existing cotton spike located on the western right of way of NC Highway 55, having NC Grid Coordinates N~647391.363' E ~ 2076173.755', being the Point and Place of Beginning.

Thence South 72 degrees 01 minute 24 seconds West for a distance of 256.36 feet TO AN EXISTING COTTON SPIKE, BEING A COMMON CORNER WITH OCEAN 3 LLC;

Thence South 13 degrees 41 minutes 23 seconds East for a distance of 108.93 feet ALONG OCEAN 3 LLC LINE TO AN EIS;



Town of Angier

Lewis Weatherspoon
Mayor

Coley B. Price
Manager

Thence North 88 degrees 49 minutes 13 seconds West for a distance of 870.68 feet ALONG THE LINE OF ROBERTA WOOLARD AND ROENA HONEYCUTT TO AN EXISTING AXLE;

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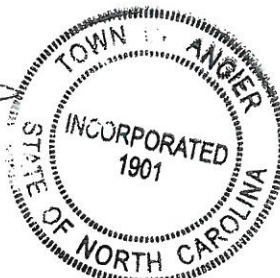
*Together with and subject to Covenants, Easements and Restrictions of Record.
Said property contains 11.03 acres more or less.*


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 May 3, 2016, Public Hearing.

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

ATTEST:


Lewis W. Weatherspoon, Mayor




Kim Lambert, Town Clerk



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: May 3, 2016

**Item: 9
Manager's Report**

SUBJECT: Manager's Report for May, 2016

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

- We will recognize the National Day of Prayer this Thursday, May 5, 2016, at the Jack Marley Park beginning at 7:30 a.m.
- In May, starting this Saturday, we will be hosting Free Movies and Concerts in Depot Square/Ellington Grounds. Saturday, May 7, Harnett County Parks & Rec is hosting our Free Movie~in~the~Square, Disney~Pixar's, "Inside Out," starting at 8 PM.
- The Harnett County Arts Council will meet Monday, May 9, 2016, at 5:30 p.m.
- Coats and Angier Elementaries are hosting artists funded by the NC Arts Council Wednesday, May 11, 2016.
- The Angier Lions Club is hosting its semi~annual Bingo Night Saturday, May 14, at 6 PM inside the Angier Depot. The event is open to the public.
- Our Budget Workshop will be held Monday, May 16, 2016, at 6:30 PM.
- The mayor and I will attend the 2016 State of the RTP Region Conference with Harnett County officials Thursday, May 19, 2016 ~ 7 ~ 10 AM.
- Our first Free Concert~in~the~Square will 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 will reconvene Monday, May 23, 2016, at 6 p.m. to hear the results from its Harnett County Folklife Survey by State Arts Council contractors.
- Our last Free Concert~in~the~Square series will be Friday, May 27, 2016, at 7 PM featuring The Moonlighters' Orchestra.
- Town Offices will be closed Monday, May 30, 2016, in observance of Memorial Day.
- This year's BikeFest is Saturday, June 4, 2016.
- This year's Town Hall Day is Wednesday, June 8, 2016.
- Update on the following events that have taken place:
 - Harnett County Parks and Rec's Free Movie~in~the~Depot April 15, 2016.
 - The mayor and I attending the NC Tomorrow Summit April 18 and 19, 2016.
 - Our Economic Vision Forum by Liz Parham, NC Main Street Director from the NC Department of Commerce April 26, 2016.
 - Operation Inasmuch April 30, 2016.
- Public Works Director's Town Backflow Report.
- Town Engineer's Report.

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 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 tested every three (3) years 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 in 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.

(e) *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)

Town of Angier
Cross-Connection Control Program
PO Box 246
Worth, IL 60482



Jewel-Osco
123 Main St
Attn: John Smith
Angier, NC 12345

Your Customer Confirmation Number:

0A00-A0AA

Use this # to see when your reports have
been submitted at www.bsionlinetracking.com

March 1, 2016

RE: Backflow Assembly Test Due at 123 Main

Dear Water Customer,

The State of North Carolina requires that backflow prevention assemblies be installed on all hazardous cross-connections in an effort to keep our water supply safe. These assemblies must be tested and certified every year to ensure that they are working properly. The Town of Angier has partnered with BSI Online to assist in administering the backflow program in your community. Our records show the following backflow assembly(s) at your property, which are due to be tested by **April 1, 2016**.

Size	Manufacturer	Model	Serial Number	Hazard	Location
1"	Febco	860	H07692	Irrigation	NE corner

You are responsible for hiring a licensed backflow tester to perform the annual test and certification of the backflow assembly(s) listed above (BSI does not test backflow assemblies). Please provide the CCN listed in the top right corner of this letter to your backflow tester, as they will need this number to properly file your backflow test reports via BSI Online. You may also use this CCN at www.bsionlinetracking.com to verify when your backflow test has been filed, locate a list of testers in your area, or to simply learn more about backflow. Please contact BSI via e-mail (bsionline@backflow.com) or phone (800-414-4990) if you have any questions. Thank you for your cooperation and for helping to protect our water resources.

Sincerely,

Christine Walsh, Vice President
Agent for The Town of Angier

For your convenience, your last testing company of
record (if available) is listed below:

John's Plumbing

(919)555-4568

Town of Angier
Cross-Connection Control Program
PO Box 246
Worth, IL 60482



Jewel-Osco
123 Main St
Attn: John Smith
Angier, NC 12345

Your Customer Confirmation Number:

0A00-A0AA

Use this # to see when your reports have
been submitted at www.bsionlinetracking.com

April 1, 2016

RE: Backflow Assembly Test Due at 123 Main St, Angier, NC

Dear Water Customer,

Several weeks ago, you were notified that the backflow assembly(s) at the property listed above was due to be tested per State of North Carolina regulations by March 31, 2016. Annual backflow testing is vital in ensuring the safety of our water resources. As of today, we have not received the required certification, which means you are now **OVERDUE**.

Size	Manufacturer	Model	Serial Number	Hazard	Location
1"	Febco	860	H07692	Irrigation	NE corner

You are responsible for hiring a licensed backflow tester to perform the annual test and certification of the backflow assembly(s) listed above (BSI does not test backflow assemblies). The results from your backflow test must be submitted by your testing company within **15 DAYS** from the date of this letter. Please provide the CCN listed in the top right corner of this letter to your backflow tester, as they will need this number to properly file your backflow test reports via BSI Online. Please visit www.bsionlinetracking.com and use the CCN listed above to check on your test report status or to find a list of local backflow testers. Please contact BSI via e-mail (bsionline@backflow.com) or phone (800-414-4990) if you have any questions. Thank you for your cooperation and for helping to protect our water resources.

Sincerely,

Christine Walsh, Vice President
Agent for the Town of Angier

For your convenience, your last testing company of record (if available) is listed below:

John's Plumbing

(919) 555-4568

Memo

To: Coley Price, Town Manager
From: Bill Dreitzler, P.E., Town Engineer
Date: April 25, 2016
Re: May 2016 BOC Meeting - Engineer's Staff Report

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

Willow Street – Roy Street – Lillington Street Sidewalk Extension Project

A final project inspection has been completed for release of the final payment. An audit of the project cost will also be completed.

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 May staff report.**

Johnson Landing Water Booster Station

Our engineering consultant has submitted final review plans for the project. In addition, permit application forms for DEQ's Public Water Supply and NCDOT were to be delivered to the town for signature on Monday, April 25, 2016. The permit review time is 30-45 days. We are evaluating the potential to bid the project prior to receipt of final permits to accelerate the project time frame.

Church Street/Hwy 55/Hwy 210 Sidewalk Extensions

The project is nearing completion. We anticipate a final inspection to develop a final punch list within the next week. With a completion deadline of June 19, 2016, this project is considerably ahead of schedule.

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 May 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. Also, based on conversations with Lester Stancil, he has already sent initial letters of inquiry to the impacted property owners regarding the sewer easements and will now be moving to make phone or face to face contact.

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).

Asset Inventory and Assessment Plan Grant Application

I have been working with Chuck Donnell, Envirolink, in the preparation of an application for an asset inventory and assessment grant. The Town Board approved a resolution approving the application at the April BOC meeting. Vanessa Young has been a tremendous asset in pulling together the application requirements. We will be eligible for \$150,000 on the water side and \$150,000 on the sewer side to be applied towards an asset inventory and assessment project. The application deadline is April 29, 2016.

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



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: May 3, 2016

Item: 10

SUBJECT: Mayor and Town Board Reports

Manager's Comments:



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: May 3, 2016

Item: 11
Staff Reports and
Informational Items

SUBJECT: Staff Reports and Informational Items

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

Manager's Comments:

Library Report for May Meeting 2016

The Angier Friends of the Library will host a used book sale starting May 23 2016 and ending on May 27 2016.

The summer reading program will start on June 14 2016 at 2:00 pm.

If there are any questions or concerns please call 919-639-4413 or stop by the library.

Amanda B. Davis

Director of the Angier Public Library

MONTHLY REPORT
ANGIER PARKS & RECREATION
APRIL 26, 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.
- NEW MULCH HAS BEEN INSTALLED AT JACK MARLEY PARK ON ALL LANDSCAPE BEDS.
- WE ARE IN THE PROCESS OF GETTING ESTIMATES TO INSTALL NEW RIP-RAP AROUND POND. WE HOPE TO GET THIS WORK COMPLETE AS SOON AS POSSIBLE.
- 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.

Planning and Inspections Department

Month of April, 2016

New Construction Single Family Dwelling: **2**

New Construction Commercial: **0**

Permits Issued: **29**

Inspections Performed: **155**

Fees Collected: **\$ 5,115.25**

2016 - Year to Date:

New Construction Single Family Dwelling: **16**

New Construction Commercial: **1**

2015-2016 Fiscal Year to Date:

New Construction Single Family Dwelling: **39**

New Construction Commercial: **2**

****As of 4/28/16****



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 April 28, 2016

To: Coley Price
Town Manager

From: Bobby Hallman

Subject: April Police Activities

Statistical Data

Police activities for the month of April were 2,971 Calls for Service/Officer Initiated Activities. Officers investigated 22 incidents involving 36 offenses. Out of the offenses committed 13 People were arrested on 20 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 44 citations being issued totaling 56 charges as opposed to 11 citations totaling 13 charges in March. There were also 19 traffic accidents investigated during this period, 10 more than the previous month. Also, 70% of traffic crashes reported were PVA crashes.

Other Police Activities

Officers completed 2,044 security checks, 130 business contacts, 461 subdivision checks. Patrol officers made 2 felony arrests. Detective Campbell made 3 felony arrest with 4 felony charges. Detective Shattuck made 2 felony narcotic arrests.

Call Log Call Type Summary

Angier Police Department

04/01/2016 - 04/28/2016

<No Call Type Specified>	7	911 Hang Up - 911 Hang Up	15
Alarm Activation - Alarm Activation	16	Animal Complaint - Animal Complaint	1
Assault - Assault	3	Assist EMS - Assist EMS	9
Assist Motorist - Assist Motorist	10	Assist Other Agency - Assist Other Agency - Law Enforcement	6
Business Walk Thru - Business Walk Thru	130	Careless and Reckless Vehicle - Careless and Reckless Vehilce	8
Community Policing - Community Policing	3	Crash - Traffic Accident	19
Disturbance - Disturbance	13	Domestic Dispute - Domestic Dispute	11
Drug Activity - Drug Activity	2	DWI - Driving While Impaired	2
Escort - Escort	9	Fight - Fight	1
Follow Up - Follow Up	4	Foot Patrol - Foot Patrol	2
Found Property - Found Property	1	Fraud - Fraud	5
Gas Drive Off - Gas Drive Off	1	Larceny - Larceny	6
Larceny By Employee - Larceny By Employee	1	Lost Property - Lost Property	1
Mental Subject - Mental Subject	4	Missing Juvenile - Missing Juvenile	3
Noise Complaint - Noise Complaint	4	Other Call - Other Call Not Listed	8
Property Damage - Property Damage	8	Radar - Radar	12
Security Check - Security Check	2,044	Sexual Assault - Sexual Assault	1
Shoplifting Complaint - Shoplifting Complaint	1	Shots Fired - Shots Fired	4
Special Assignment - Special Assignment (Off Duty, Overtime, Festival, Parade, Etc.)	1	Stand-By - Stand-By	2
Stolen Property - Possession of Stolen Property	1	Subdivision Check - Subdivision Check	461
Suspicious Activity - Suspicious Activity	8	Suspicious Person - Suspicious Person	3
Suspicious Vehicle - Suspicious Vehicle	7	Traffic Checkpoint - Traffic Checkpoint	2
Traffic Stop - Traffic Stop	88	TWO - Talk With Officer	12
Warrant Service - Warrant Service	8	Welfare Check - Welfare Check	3

Total Number Of Calls: 2,971

Activity Detail Summary (by Category)

Angier Police Department

(04/01/2016 - 04/28/2016)

Incident\Investigations

0200 - Rape	1
0410 - Aggravated Assault	1
0511 - Breaking and Entering	2
0520 - Burglary - Non-Forced Entry	1
0630 - Larceny - Shoplifting	2
0640 - Larceny - From Motor Vehicle	3
0690 - Larceny - All Other Larceny	3
0810 - Simple Physical Assault	2
0890 - Simple Assault- All Other Simple Assault	2
1120 - Fraud - Obtaining Money/Property by False Pretense	3
1170 - Fraud - Impersonation	1
1290 - Embezzlement - All Other Embezzlement	1
1400 - Criminal Damage to Property (Vandalism)	6
1834 - Drug Violations - Equipment/Paraphernalia - Possessing/Concealing	2
1891 - Felony Possession of Controlled Substance	1
2410 - Disorderly Conduct	1
2690 - All Other Offenses	1
4010 - All Traffic (except DWI)	1
4020 - Suicide	1
8011 - Runaway	1
Total Offenses	36
Total Incidents	22

Arrests

0690 - Larceny - All Other Larceny	1
0810 - Simple Physical Assault	1
1400 - Criminal Damage to Property (Vandalism)	1
1790 - All Other Sex Offenses	2
1834 - Drug Violations - Equipment/Paraphernalia - Possessing/Concealing	1
2100 - DWI - Alcohol and/or Drugs	1
2640 - Contempt of Court, Perjury, Court Violations	3

Activity Detail Summary (by Category)

Angier Police Department

(04/01/2016 - 04/28/2016)

Arrests

2670 - Trespassing	1
4010 - All Traffic (except DWI)	7
4040 - Non-Criminal Detainment (Involuntary Commitment)	2

Total Charges	20
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Total Arrests	13
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Accidents

Total Accidents	0
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Citations

Driving While License Revoked	2
DWI	1
Expired Registration	15
Failure To Stop (Stop Sign/Flashing Red Light)	5
No Operator License	3
Other (Infraction)	8
Other (Misdemeanor)	1
Speeding (Infraction)	2
Speeding (Misdemeanor)	6
Secondary Charge	13

Total Charges	56
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Total Citations	44
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Warning Tickets

Total Charges	0
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Total Warning Tickets	0
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Ordinance Tickets

Activity Detail Summary (by Category)

Angier Police Department

(04/01/2016 - 04/28/2016)

Ordinance Tickets

Total Ordinance Tickets	0
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Criminal Papers

Total Criminal Papers Served	0
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Total Criminal Papers	0
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Civil Papers

Trespass Notice	1
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Total Civil Papers Served	2
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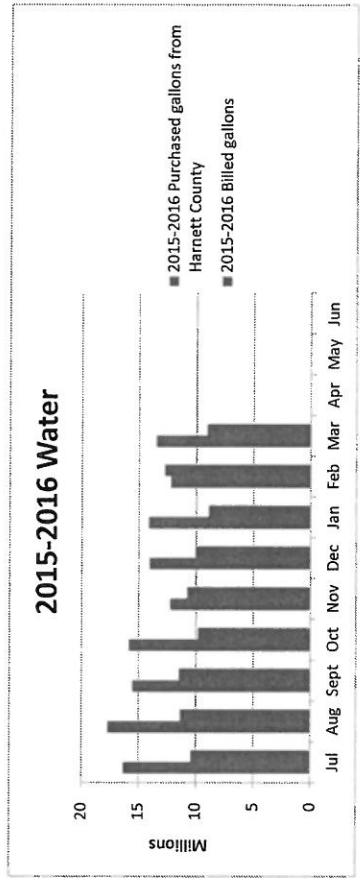
Total Civil Papers	1
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Town of Angier
Harnett County Purchased Water/Sewer
2015-2016

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					
May-16					
Jun-16					
Totals	131,723,320	\$ 296,377.49	129,101,285	\$ 245,292.43	

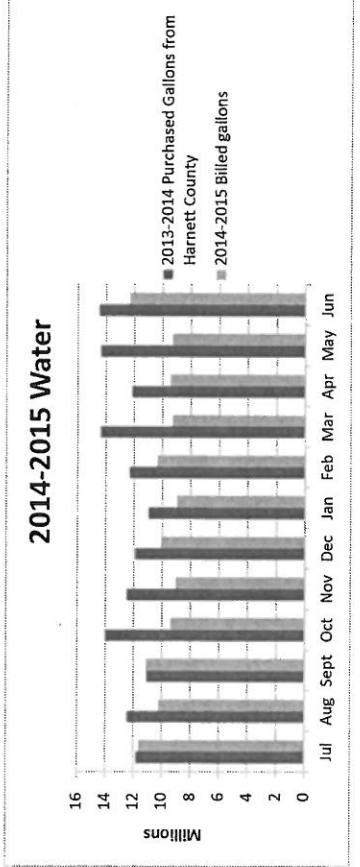
Town of Angier
Water Gallons Billed / Gallons Purchased
July 1, 2015-June 30, 2016

2015-2016	2015-2016		Town Meters	Total Usage	2015-2016		Purchased gallons from Harnett County	2015-2016	
	Billed gallons				Purchased gallons Over(Under) Billed				
Jul	10,448,109	2,061,497		12,509,606	16,361,660		3,852,054		
Aug	11,353,591	2,239,155		13,592,746	17,711,970		4,119,224		
Sept	11,456,642	3,766,432		15,223,074	15,564,230		341,156		
Oct	9,815,614	3,197,324		13,012,938	15,887,540		2,874,602		
Nov	10,779,109	2,175,029		12,954,138	12,268,230		(685,908)		
Dec	10,028,746	1,673,949		11,702,695	14,066,110		2,363,415		
Jan	8,923,982	2,652,030		11,576,012	14,147,550		2,571,538		
Feb	12,775,724	3,673,052		16,448,776	12,225,440		(4,223,336)		
Mar	9,056,408	3,407,872		12,464,280	13,490,590		1,026,310		
Apr									
May									
Jun									
Total	94,637,925	24,846,340		119,484,265	131,723,320		12,239,055		
Current Year				Average Monthly Use		3,312		Gallons	
% Lost				-9.29%		2734		customers	



July 1, 2014-June 30, 2015

2014-2015	2014-2015		Town Meters	Total Usage	2013-2014		Purchased Gallons from Harnett County	Purchased Over(Under) Billed
	Billed gallons				Purchased Gallons from Harnett			
	11,632,111		90,343	11,722,454		11,826,730	104,276	
Jul								
Aug	10,234,795		413,302	10,648,097		12,434,750	2,199,955	
Sept	11,128,446		348,818	11,477,264		11,095,000	(33,446)	
Oct	9,419,578		4,173,434	13,593,012		14,011,820	4,592,242	
Nov	9,064,879		1,433,839	10,498,718		12,486,130	3,421,251	
Dec	10,095,745		211,399	10,307,144		11,911,220	1,815,475	
Jan	8,983,739		511,742	9,495,481		10,971,520	2,005,072	
Feb	10,380,490		765,051	11,145,541		12,315,040	1,169,499	
Mar	9,296,516		1,137,613	10,434,129		14,372,600	3,938,471	
Apr	9,460,859		10,830,382	20,291,241		12,162,210	(8,129,031)	
May	9,314,805		1,773,589	11,088,394		14,371,260	3,282,866	
Jun	12,321,662		2,333,915	14,655,577		14,493,640	(161,937)	
Total	121,333,625		24,023,427	145,357,052		152,451,920	14,204,693	
	Current Year			Average Monthly Use		4,599 Gallons		
	% Lost					2679 customers		
	-4.65%							

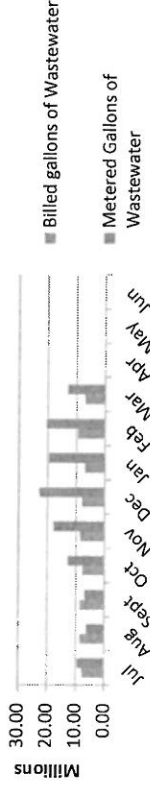


Town of Angier
Wastewater Treated Billed/Gallons Purchased
July 1, 2015- June 30, 2016

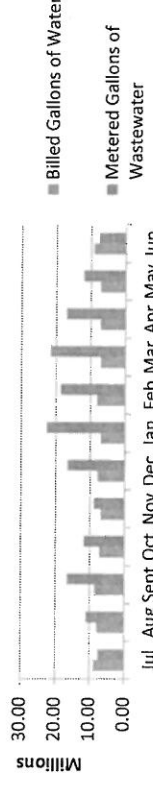
2015-2016	Rainfall (inches)	Billed gallons of Wastewater	Town Meters	Total Usage	Metered Gallons of Wastewater	Purchased Over (Under) Billed
Jul	2.40	7,793,399	21,208	7,814,607	9,442,524	1,649,125
Aug	2.25	8,575,849	20,397	8,596,246	6,239,249	(2,356,997)
Sept	5.60	8,601,784	1,334,759	9,936,543	6,869,638	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						
May						
Jun						
Totals	38.55	72,287,555	2,523,744	74,811,299	129,101,285	60,445,004

Average Monthly Use 3,342 Gallons
2117 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	8,822,857	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



Lewis W. Weatherspoon
Mayor

Coley B. Price
Manager

AGENDA ABSTRACT

DATE: May 3, 2016

Item: 12
Adjournment

SUBJECT: Adjournment

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

Manager's Comments: