



*Board of Commissioners  
Regular Meeting  
Agenda*

**Tuesday, November 1, 2022**

**6:30 PM**

Location: 28 N Raleigh Street, Angier, NC 27501

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**Call to Order**

**Pledge of Allegiance**

**Invocation**

**Approval of Agenda**

**Presentation**

None

**Public Comment**

**Consent Agenda**

**1. Approval of Minutes**

- a. October 4, 2022 – Regular Meeting

**Public Hearings**

**1. Rezoning Request – Submitted by Thomas Purdue**

- a. Application submitted by Thomas Purdue to rezone approximately 0.15 acres located at 45 W. Lillington Street (**Harnett** PIN: 0673-79-2185.000) from R-10 to General Commercial.

**New Business**

**1. Amendments to the Municipal Animal Control Ordinance**

- a. Consideration and approval of the revised Municipal Animal Control Ordinance along with the Interlocal Agreement. Presentation by Chris Appel from Harnett County.

**2. T-Mobile Water Tank (Dora Street) Proposed Amended Agreement**

- a. Consideration and approval to allow T-Mobile to replace existing equipment with new, and approve proposed amendment.

**3. Envirolink Updated System Development Fee – HB – 436**

- a. Consideration and approval of Environlink proposal to prepare the SDF update for a fee of \$15,000.

**4. Junny Road Standpipe Conversion to Fire Protection**

- a. Consideration and approval to authorize the Town Manager to execute the MBD Consulting Engineers, P.A. Fee Proposal in the amount of \$7,600.

**5. Budget Amendment #2**

- a. Consideration and approval of Budget Amendment #2 that pertains to revenue to be appropriated to respective expenditure lines within the General Fund and Water/Sewer Fund; \$6,041 and \$110,266.

**6. Road Closure Request for November 12, 2022 ACE Car Show**

- a. Consideration and approval of the need for road closures for the ACE Car Show November 12, 2022.

**Manager's Report**

**Staff Reports**

**Mayor and Town Board Reports**

**Closed Session pursuant to NCGS 143-318.11 (a)(1) – to discuss confidential information protected under Chapter 132 of the NC General Statute.**

**Adjourn**

***\*\*IN ACCORDANCE WITH ADA REGULATIONS, PLEASE NOTE THAT ANYONE WHO NEEDS AN ACCOMMODATION TO PARTICIPATE IN THE MEETING SHOULD NOTIFY THE TOWN CLERK AT 919.331.6703 AT LEAST 48 HOURS PRIOR TO THE MEETING.\*\****



# CONSENT AGENDA

**Town of Angier  
Board of Commissioners  
Tuesday, October 4, 2022, 6:30 P.M.  
Angier Municipal Building  
28 North Raleigh Street  
Minutes**

The Town of Angier convened during a regularly scheduled Board of Commissioners meeting on Tuesday, October 4, 2022, in the Board Room inside the Municipal Building at 28 North Raleigh Street.

**Members Present:** Mayor Bob Smith  
Mayor Pro-tem Loru Boyer Hawley  
Commissioner Jim Kazakavage  
Commissioner George "Jr." Price

**Members Excused:** Commissioner Alan Coats

**Staff Present:** Town Manager Gerry Vincent  
Town Clerk Veronica Hardaway  
Planning Director Sean Johnson  
Chief of Police Lee Thompson  
Finance Director Hans Kalwitz  
HR Director Melissa Wilder  
Public Works Director Jimmy Cook  
Town Attorney Dan Hartzog, Jr.

**Others Present:**

**Call to Order:** Mayor Smith presided, calling the Board of Commissioners meeting to order at 6:30 p.m.

**Pledge of Allegiance:** Mayor Smith led the pledge of allegiance.

**Invocation:** Mayor Smith offered the invocation.

**Approval of the October 4, 2022 meeting agenda:** The Town Board unanimously approved the agenda with the following amendment: move #4A under Public Hearings to #4B; move #1 under Old Business to #4A under Public Hearings; add Closed Session pursuant to NCGS 143-318.11 (a)(6) to discuss a personnel matter.

**Board Action:** The Town Board unanimously voted to approve the agenda as amended.

**Motion:** Commissioner Price

**Vote:** 3-0; unanimous

**Board Action:** The Town Board unanimously voted to excuse Commissioner Coats from the meeting.

**Motion:** Commissioner Price

**Vote:** 3-0; unanimous

Mayor Pro-tem Hawley made a comment that she is no longer in favor of utilizing *Zoom* to remote in for Board meetings and went on to say that Board members need to be present at meetings.

### **Public Comment**

Seeing no one, Mayor Smith closed the public comment portion of the meeting.

### **Consent Agenda**

#### **1. Approval of Minutes**

- a. September 6, 2022 – Regular Meeting

**Board Action:** The Town Board unanimously voted to approve the consent agenda as presented.

**Motion:** Commissioner Price

**Vote:** 3-0; unanimous

### **Public Hearings**

#### **1. Voluntary Annexation Petition Submitted by Doris J. Collins**

Planning Director Sean Johnson stated that staff received a voluntary annexation petition submitted by Doris J. Collins requesting to annex approximately 0.942 acres located on E. Wimberly Street, Angier, NC (Portion of Harnett PIN: 0684-03-0781.000). A Sufficiency of the Petition and a Certification of Results were issued in September; a date to set the public hearing was approved in September and advertised accordingly. Following the required Public Hearing, the Town Board will be qualified to consider the adoption of an ordinance to annex the property.

Mayor Smith opened the Public Hearing.

Seeing no one, Mayor Smith closed the Public Hearing.

**Board Action:** The Town Board voted to adopt Ordinance #A009-2022 to Extend the Corporate Limits of Town totaling approximately 0.942 acres located on E. Wimberly Street, Angier, NC; submitted by Doris J. Collins (Portion of Harnett PIN: 0684-03-0781.000).

**Motion:** Commissioner Kazakavage

**Vote:** 3-0; unanimous



## **2. Voluntary Annexation Petition Submitted by Taylor Morrison of Carolinas, Inc.**

Planning Director Sean Johnson stated that staff received a voluntary annexation petition submitted by Taylor Morrison of Carolinas, Inc. to annex approximately 35.61 acres located on Junny Road & Kennebec Road, Angier, NC (Harnett PINs: 0674-76-8650.000; 0674-76-8919.000; 0674-87-0285.000; Wake PIN: 0674871973). A Sufficiency of the Petition and a Certification of Results were issued in September; a date to set the public hearing was approved in September and advertised accordingly. Following the required Public Hearing, the Town Board will be qualified to consider the adoption of an ordinance to annex the property.

Mr. Johnson stated this annexation is the site of the Camden Place subdivision (formerly Caitlin Meadows) approved by the Board of Adjustment on August 24, 2021. At that meeting, it was discussed that the development would have 163 units total.

Mayor Smith opened the Public Hearing.

Mark Altman is the VP of Land Development for the Raleigh Division of Taylor Morrison of Carolinas, Inc. He clarified that there are 60 single-family detached homes and 103 townhomes proposed.

Seeing no one else, Mayor Smith closed the Public Hearing.

**Board Action:** The Town Board voted to adopt Ordinance #A010-2022 to Extend the Corporate Limits of Town totaling approximately 35.61 acres located on Junny Road & Kennebec Road, Angier, NC (Harnett PINs: 0674-76-8650.000; 0674-76-8919.000; 0674-87-0285.000; Wake PIN: 0674871973).

**Motion:** Commissioner Price

**Opposed:** Mayor Pro-tem Hawley; Commissioner Kazakavage

**Vote:** 2-2

After consulting with the Town Attorney, Mr. Johnson stated that usually the case with developments proposed in town, they require Town of Angier water and sewer to be built. Typically, the annexation will follow immediately after the approval, in this case the property changed hands and it wasn't annexed until over a year later. Normally, the Board would have seen this last August when the PUD was approved. This annexation is simply a formality. By placing the property in town limits will allow them to continue with construction as already approved. The Town code requires property to be annexed prior to being provided with Town sewer. The development proposed can only be built with Town sewer. Essentially not allowing the annexation would be a violation of the town's code.

Mayor Smith called for a motion to reconsider.

**Board Action:** The Town Board voted to reconsider the previous motion.

**Motion:** Mayor Pro-tem Hawley

**Vote:** 3-0; unanimous



**Board Action:** The Town Board voted to reconsider to adopt Ordinance #A010-2022 to Extend the Corporate Limits of Town totaling approximately 35.61 acres located on Junny Road & Kennebec Road, Angier, NC (Harnett PINs: 0674-76-8650.000; 0674-76-8919.000; 0674-87-0285.000; Wake PIN: 0674871973).

**Motion:** Commissioner Price

**For:** Commissioner Kazakavage

**Opposed:** Mayor Pro-tem Hawley

**Vote:** 2-1; motion carried

**3. Voluntary Annexation Petition Submitted by Daniel & Janet Gardner and Kenneth & Debra Gardner**

Planning Director Sean Johnson stated that staff received a voluntary annexation petition submitted by Daniel & Janet Gardner and Kenneth & Debra Gardner to annex approximately 47.8 acres located on Old Buies Creek Road, Angier, NC (Harnett PINs: 0673-72-4977.000; 0673-72-7501.000). A Sufficiency of the Petition and a Certification of Results were issued in September; a date to set the public hearing was approved in September and advertised accordingly. Following the required Public Hearing, the Town Board will be qualified to consider the adoption of an ordinance to annex the property.

Mr. Johnson stated this annexation is the site of the Gardner Farms subdivision approved by the Board on September 6, 2022.

Mayor Smith opened the Public Hearing.

Seeing no one, Mayor Smith closed the Public Hearing.

**Board Action:** The Town Board voted to adopt Ordinance #A011-2022 to Extend the Corporate Limits of Town totaling approximately 47.8 acres located on Old Buies Creek Road, Angier, NC (Harnett PINs: 0673-72-4977.000; 0673-72-7501.000).

**Motion:** Commissioner Price

**For:** Mayor Pro-tem Hawley

**Opposed:** Commissioner Kazakavage

**Vote:** 2-1; motion carried

**4. Conditional Rezoning Request – Submitted by Chris McKinney**

A. Planning Director Sean Johnson reviewed the rezoning request and stated this item was tabled by the Board at the September 6<sup>th</sup> meeting after the Public Hearing. The property in question is roughly 32.23 acres situated on the east side of Matthews Mill Pond Road directly west of the previously approved CZ R-6 at Dupree Farms off Tippet Road and Roy Adams Road. The applicant proposed 87 units consisting of townhomes and duplex lots on two parcels. The overall density is approximately 2.7 units an acre which does fall lower than the medium density residential on the land use plan. The conditions proposed for the property in question was read into the record at the September 6<sup>th</sup> meeting. The

for the property in question was read into the record at the September 6<sup>th</sup> meeting. The only one that was up for further discussion was the age restriction condition that was deferred to the Town Attorney.

**Board Action:** The Town Board unanimously voted to approve the Conditional Rezoning request submitted by Chris McKinney for approximately 32.23 acres located on Matthews Mill Pond Road, Angier, NC (Harnett PINs: 0673-35-3156.000 & 0673-34-3650.000) from RA-30 to CZ R-6 with the proposed conditions.

**Motion:** Commissioner Kazakavage

**Vote:** 3-0; unanimous

#### **4. Voluntary Annexation Petition Submitted by Rebecca Partin**

**B.** Planning Director Sean Johnson stated that staff received a voluntary annexation petition submitted by Rebecca Partin to annex approximately 32.23 acres located on Matthews Mill Pond Road, Angier, NC (Harnett PINs: 0673-35-3156.000; 0673-34-3650.000). A Sufficiency of the Petition and a Certification of Results were issued in September; a date to set the public hearing was approved in September and advertised accordingly. Following the required Public Hearing, the Town Board will be qualified to consider the adoption of an ordinance to annex the property.

Mayor Smith opened the Public Hearing.

Seeing no one else, Mayor Smith closed the Public Hearing.

**Board Action:** The Town Board unanimously voted to adopt Ordinance #A012-2022 to Extend the Corporate Limits of Town totaling approximately 32.23 acres located on Matthews Mill Pond Road, Angier, NC (0673-35-3156.000; 0673-34-3650.000).

**Motion:** Commissioner Kazakavage

**Vote:** 3-0; unanimous

#### **5. Rezoning Request – Submitted Moises Chavez and Hilda Osorio**

Planning Director Sean Johnson stated that staff has received a rezoning application request from Moises Chavez and Hilda Osorio for approximately 0.57 acres located at 18 Nordan Street, Angier (Harnett PIN: 0674-60-3292.000) from R-10 to R-6. The Planning Board recommended approval of the rezoning request at their September 13<sup>th</sup> meeting. The requested rezoning would reduce the setbacks and allow the property owners to build a single-family dwelling on the property in question. The property is currently vacant and surrounding land uses include medium density residential, commercial, and recreational uses. Public water and sewer are available.

Mr. Johnson stated the proposed rezoning does not align with the commercial designation shown on the future land use plan, however the proposed R-6 zoning will match the adjacent zoning, and facilitate additional infill housing development that will be similar to the adjacent housing.



Mayor Smith opened the Public Hearing.

Seeing no one else, Mayor Smith closed the Public Hearing.

**Board Action:** The Town Board unanimously voted to approve the rezoning request submitted by Moises Chavez and Hilda Osorio to rezone approximately 0.57 acres located at 18 Nordan Street (Harnett PIN: 0674-60-3292.000) from R-10 to R-6.

**Motion:** Mayor Pro-tem Hawley

**Vote:** 3-0; unanimous

### **Manager's Report**

- Department Reports (Informational Items included in Agenda packets)

Town Manager Gerry Vincent updated the Board on various items. Those items are the following:

1. I have been informed by Harnett County that Angier will receive approximately \$50,000 from the NC General Assembly. Harnett County, in total, will receive approximately \$1.5M, and these funds will be distributed to each of the towns. I do not have these funds designated to any particular project, only a "capital project" purpose. I think the purpose should be discussed and approved by the Board of Commissioners. Please give it some thought and let's discuss at a later date.
2. Jimmy Cook and I met with NCDOT last week to discuss alternatives to the Old Buies Creek Road/Hwy 55 South intersection. With more than 288 new homes approved, just south of that intersection, alternatives should be considered.
3. Announcement of a new Planning Director: It is my pleasure to announce that Randy Cahoon-Tingle is Angier's new planning director. He is a graduate of East Carolina University in Urban Planning, over 14 years of experience in government, currently a director of planning, and an American Institute of Certified Planners (AICP) certification. His start date is tentatively October 27<sup>th</sup>, at the latest.
4. He thanked staff for being proactive as Hurricane Ian moved closer.

### **Police Department**

Chief Thompson spoke about a surplus armored personnel carrier that was awarded to the department at no cost to the Town, however there is a delivery fee associated with the vehicle that is approximately \$700. Delivery is more practical as the vehicles top speed is 35mph.

**Board Action:** The Town Board unanimously voted to approve a surplus armored personnel carrier to the Police Department along with the delivery cost of \$700.

**Motion:** Mayor Pro-tem Hawley

**Motion:** Mayor Pro-tem Hawley  
**Vote:** 3-0; unanimous

**Mayor & Town Board Reports**

Mayor Smith requested the Declaration of State of Emergency from Hurricane Ian be terminated.

**Board Action:** The Town Board unanimously voted to go into Closed Session pursuant to NCGS 143-318.00 (a)(6) to discuss a personnel matter at approximately 7:28pm.

**Motion:** Mayor Pro-tem Hawley  
**Vote:** 3-0, unanimous

**Board Action:** The Town Board unanimously voted to reconvene in open session at approximately 8:30pm.

**Motion:** Mayor Pro-tem Hawley  
**Vote:** 3-0, unanimous

**Adjournment:** Being no further business, the Town Board voted unanimously to adjourn the meeting at 8:30pm.

**Motion:** Mayor Pro-tem Hawley  
**Vote:** 3-0; unanimous

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Robert K. Smith, Mayor

Attest:

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Veronica Hardaway, Town Clerk



# PUBLIC HEARINGS



## Board of Commissioners Agenda Report

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

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**MEETING DATE:** November 1, 2022  
**PREPARED BY:** Gerry Vincent, Town Manager ICMA-CM  
**ISSUE** Rezoning Request-45 W. Lillington Street  
**CONSIDERED:**  
**DEPARTMENT:** Administration

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**SUMMARY OF ISSUE:** Staff has received a rezoning request from Thomas Perdue with Yassen Investments, INC. for approximately 0.15 acres located at 45 W. Lillington Street.

The current zoning is R-10 and the requested zoning is General Commercial (GC).

On October 11<sup>th</sup>, the Planning Board recommended approval of the rezoning request. There was no one in the audience to speak on the request, with exception to the applicant.

Attached is the rezoning application and staff report for your review and consideration.

**FINANCIAL IMPACT:** There is no financial impact.

**RECOMMENDATION:** Staff recommends approval of the requested rezoning.

**REQUESTED MOTION:** I move to approve the rezoning request to General Commercial (GC).

**REVIEWED BY TOWN MANAGER:** *Gerry Vincent*

**Attachments:** *Rezoning Application & Staff Report*



## REZONING STAFF REPORT

File #: 2022-000855  
Staff Contact: Sean Johnson  
sjohnson@angier.org (919) 331-6702

Planning Board: October 11, 2022

Public Hearing: November 1, 2022

### Requested Rezoning: R-10 to General Commercial

#### Applicant Information

##### Owner of Record:

Name: Yassen Investments, Inc.

Address: 2719 Graves Dr, Suite 21

City/State: Goldsboro, NC

##### Applicant:

Name: Thomas Purdue

Address: 501 Cascade Pointe Ln, Suite 103

City/State: Cary, NC 27513

#### Property Description

PIN(s): 0673-79-2185.000

Acreage: 0.15 Acres

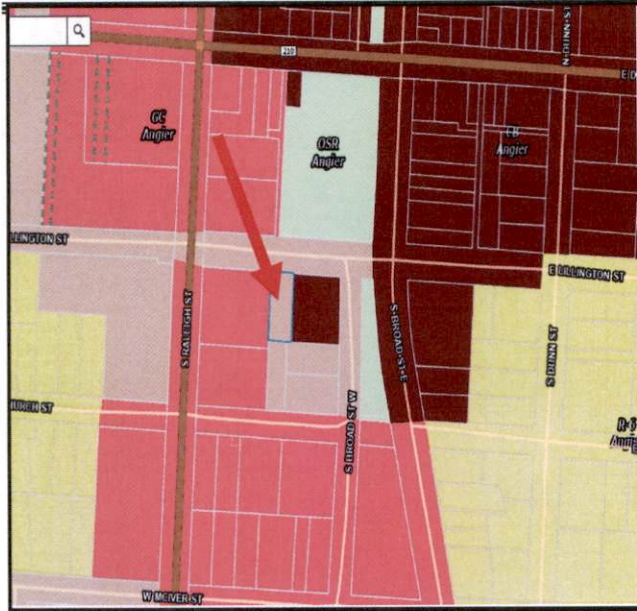
Address: 45 W. Lillington Street

#### Vicinity Map



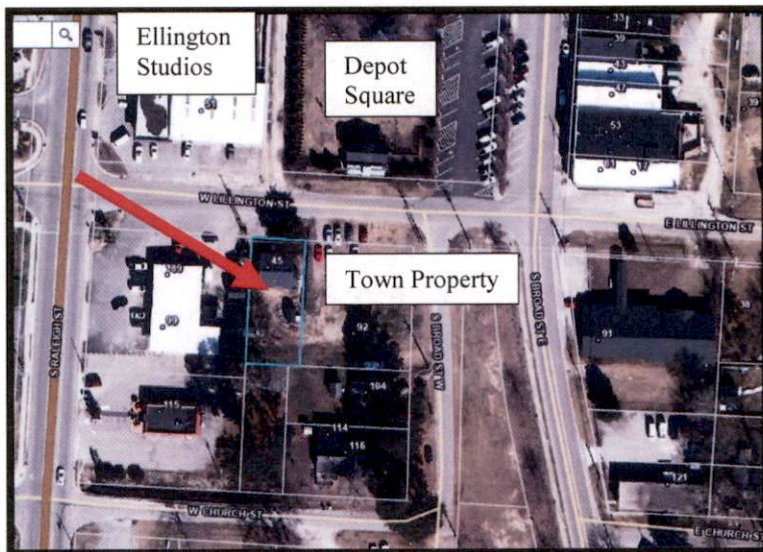


## Zoning Compatibility



	CURRENT	PROPOSED
	R-10	GC
Min. Lot Size	10,000sqft	6,000sqft
Parks & Recreation Facilities	P	P
Single Family	P	
Multi-Family	P*	
Schools	P	P
Retail		P
Restaurant		P
Office		P
Churches	S	S
Governmental Use	SP	Special Use P
Agriculture		

## Physical Characteristics



**Site Description:** 50ft x 125ft lot with an existing single family dwelling

**Surrounding Land Uses:** Surrounding Land Uses include single family residential, retail, restaurant, and Depot Square

Aerial Photograph (2021)

## Services Available

Water:

- ☒ Public  
☐ Private (Well)

Sewer:

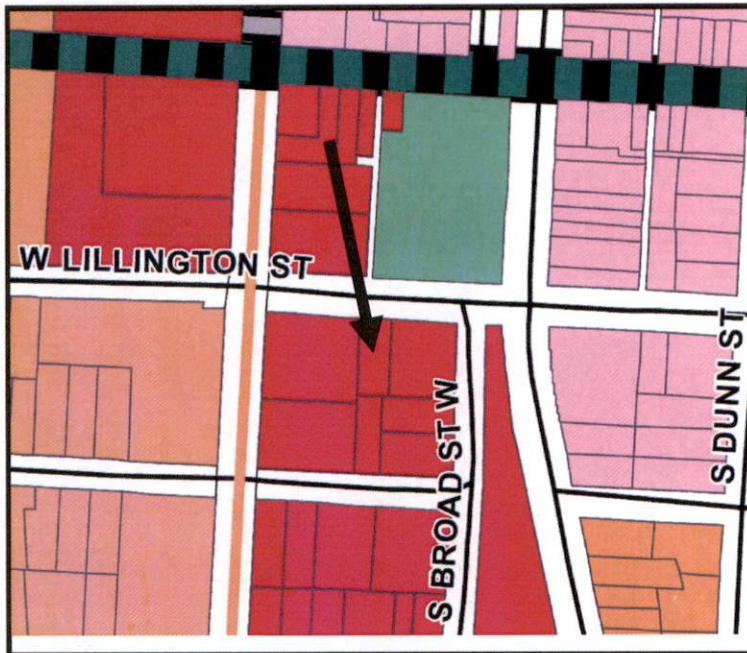
- ☒ Public  
☐ Private (Septic Tank)

Transportation:

Accessed by W. Lillington St



## Land Use Classification Compatibility



Future Land Use Map (2021)

	REQUESTED ZONING	LAND USE
	GC	COMM
Parks & Rec Facilities		
Single Family		
Multi-Family		
Churches		
Schools	✓	✓
Office	✓	✓
Retail	✓	✓
Restaurants	✓	✓
Governmental Uses	✓	✓
Distribution		
Manufacturing Uses		

The Proposed Rezoning **Aligns** With The Commercial Designation Shown On The Future Land Use Plan.

## Evaluation

- ☒ Yes ☐ No The IMPACT to the adjacent property owners and the surrounding community is reasonable, and the benefits of the rezoning outweigh any potential inconvenience or harm to the community.  
REASONING: The requested zoning would match the adjacent developed commercial properties.
- ☒ Yes ☐ No The requested zoning district is COMPATIBLE with the existing Land Use Classification.  
REASONING: The requested zoning is in line with the Commercial designation shown on the Land Use Plan.
- ☒ Yes ☐ No The proposal does ENHANCE or maintain the public health, safety and general welfare.  
REASONING: The requested zoning would allow for the additional commercial uses compatible with the surrounding properties.
- ☐ Yes ☒ No The request is for a SMALL SCALE REZONING and should be evaluated for reasonableness  
REASONING: The proposed rezoning would match the adjacent GC zoning.

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## **Staff Recommendation**

The rezoning in question is in line with the Commercial designation shown on the Future Land Use Map, and will facilitate additional commercial development that will be similar to adjacent areas.

It is recommended that this rezoning request be **APPROVED**.

**NOTE: If the rezoning is approved, the existing dwelling on the property would remain a legal nonconforming use (Grandfathered) unless vacant for at least 1 year. All future uses and/or development on the property will be in compliance with the new commercial zoning district.**

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## Standards of Review and Worksheet

### STANDARDS OF REVIEW

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

- |                              |                             |  |
|------------------------------|-----------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | A. The proposal will place all property similarly situated in the area in the same category, or in appropriate complementary categories.   |
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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. |
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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.   |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | D. The proposed change is in accordance with the comprehensive plan and sound planning practices.  |

### ☐ **GRANTING THE REZONING REQUEST**

Motion to grant the rezoning upon finding that the rezoning is reasonable based on All of the above findings of fact A-E being found in the affirmative and that the rezoning advances the public interest.

### ☐ **DENYING THE REZONING REQUEST**

Motion to deny the rezoning upon finding that the proposed rezoning does not advance the public interest and is unreasonable due to the following:

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





## APPLICATION FOR ZONING CHANGE

Angier Planning Department  
55 N. Broad Street W.  
Angier, NC 27501  
(919)-331-6702



Total Fee: \$400.00

Receipt: \_\_\_\_\_

Permit: \_\_\_\_\_

Date: 09/13/2022

Case #: \_\_\_\_\_

### Property Owner:

Name: Yassen Investments, INC.  
Address: 45 W Lillington St  
City/State/Zip: Angier, NC 27501  
E-mail: s.adams479@yahoo.com  
Phone: 919-344-4411

### Applicant:

Name: Thomas Perdue  
Address: 501 Cascade Pointe Lane, Suite 103  
City/State/Zip: Cary, NC 27513  
E-mail: thomas.perdue@macconnellandassoc.com  
Phone: (919) 467-1239

### Property Description

PIN(s): 0673\_79\_2185.000 Acreage: 0.15 acres  
Address: 45 W Lillington St Angier, NC 27501  
Deed  
Book: 3586 Page: 0472

### Rezoning Request:

Existing zoning district:

R-10

Requested zoning district:

GC

### Required Attachments:

- Deed of the property in question showing the current legal owner
- Recorded map of the property OR Survey of the property at a scale of not less than one (1) inch = 200 feet
- Explanation of why the zoning change is requested, addressing applicable portions of Section 14.3 of the Ordinance



**Signatures:**

The undersigned applicant hereby certifies that, to the best of his or her knowledge, all information supplied with this application is true and accurate, and that the applicant certifies that they have the legal authority to sign this application as the property owner or authorized agent:

\_\_\_\_\_  
Property Owner Signature

\_\_\_\_\_  
Date

OR

  
\_\_\_\_\_  
Authorized Agent Signature

9.13.22  
\_\_\_\_\_  
Date

**Town of Angier Zoning Ordinance**

***14.3.3 Map amendments (rezonings).***

*A. For all map amendments (rezonings), applications shall contain a statement regarding the consistency of the request with adopted town plans and the surrounding area.*

*B. For conditional zoning map amendments (rezonings), the application shall be accompanied by a description of the use or uses proposed and any conditions being proposed by the applicant. The applicant shall also provide a statement of reasonableness regarding the request on the application. In addition to the application, the applicant shall submit a site-specific plan.*

P. O. Box 129  
Morrisville, NC 27560

919-467-1239



**MACCONNELL  
& ASSOCIATES, P.C.**

501 Cascade Pointe Lane  
Suite 103  
Cary, NC 27513

Fax 919-319-6510

September 13, 2022

Sean Johnson, Planning Director  
Planning Department  
58 N Broad Street E  
Angier, NC 27501

Re: 45 W Lillington St – Rezoning Application

Mr. Johnson,

The owner of 45 W Lillington Street (PIN: 0673-79-2185.000 / PID: 04-0674-19-16-0006) is requesting a zoning change from R-10 to GC. This lot is shown as commercial in Angier's Future Land Use Map. The site is adjoined by zoning GC to the west and northwest, W Lillington Street to the north (66-foot ROW) followed by a parcel zoned OSR, a vacant lot zoned CB to the east, a developed residential lot to the southeast and a vacant lot to the south zoned R-10.

Currently, the site and the adjoining parcel to the west are owned by the same party. The intention is to demolish an existing structure on the site after recombination with the parcel to the west. Following the demolition and recombination, the existing structure to the west will expand into the site.

If additional information is needed, please contact me at (919) 467-1239.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas A. Perdue". The signature is fluid and cursive, with the first name "Thomas" being more prominent than the last name "Perdue".

Thomas A. Perdue, P.E.  
Project Manager  
MacConnell & Associates, PC

# NEW BUSINESS





## Board of Commissioners Agenda Report

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

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**MEETING DATE:** November 1, 2022  
**PREPARED BY:** Gerry Vincent, Town Manager ICMA-CM  
**ISSUE** Amended Municipal Animal Control Ordinance with Harnett County  
**CONSIDERED:**  
**DEPARTMENT:** Administration

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**SUMMARY OF ISSUE:** Staff has received proposed amendments to the Municipal Animal Control Ordinance with Harnett County. Along with the revision is the Interlocal Agreement between Harnett County and the Town of Angier.

**FINANCIAL IMPACT:**

**RECOMMENDATION:** Staff recommends approval of the requested rezoning.

**REQUESTED MOTION:** I move to approve/deny amended Municipal Animal Control Ordinance and Interlocal Agreement between the Town of Angier and Harnett County.

**REVIEWED BY TOWN MANAGER:** *Gerry Vincent*

- 1 Amended Municipal Animal Control Ordinance
- 2 Interlocal Agreement

**MUNICIPAL ANIMAL CONTROL ORDINANCE**  
**FOR THE TOWNS OF**  
**ANGIER, COATS, ERWIN and LILLINGTON**

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Originally adopted January 08, 2008  
Amended November 18, 2013  
Amended Effective October, 2022

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### GENERAL PROVISIONS

SECTION <del>I</del> Purpose and Intent of Chapter	Deleted: XX
SECTION <del>II</del> Applicability of County Ordinance	Deleted: XX
SECTION <del>III</del> Establishment of Bird Sanctuary	Deleted: XXII
SECTION <del>IV</del> Hunting and Killing of Animals	Deleted: XXIII
SECTION <del>V</del> Keeping Livestock within the Town / City Limits	Deleted: XXIV
SECTION <del>VI</del> Number of Chickens Permitted	Deleted: XX
SECTION <del>VII</del> Number of Dogs Permitted	Deleted: XXV
SECTION <del>VIII</del> Number of Cats Permitted	Deleted: XXVIII
SECTION <del>IX</del> Confinement and Running at Large	Deleted: XXVIII
SECTION <del>X</del> Possession of Animals and Strays	Deleted: XXI
SECTION <del>XI</del> Impoundment and Reclaiming of Captured Animals	Deleted: SECTION XXX - Inherently Dangerous Exotic Animals
SECTION <del>XII</del> Potentially Dangerous and Dangerous Dogs	Deleted: XX
SECTION <del>XIII</del> Public Nuisance Animals	Commented [CA1]: This is a separate ordinance and not a continuance of the County Animal Control Ordinance. Therefore, it's been reset to start with "Section I" However, I've added a new Section II to state that the County ordinance will apply if no conflict exists.
SECTION <del>XIV</del> Enforcement, Penalties and Remedies	Deleted: XX
SECTION <del>XV</del> Ordinance in Conflict	



## SECTION I Purpose of Chapter

The purpose of this chapter is to provide and define authority of the Harnett County Animal Services Division (hereinafter referred to as "Animal Services") within the towns of Angier, Coats, Erwin, and Lillington (hereinafter each individually referred to as the "Town" and collectively referred to as the "Towns"). Animal Services now has charge of protecting the citizens of these towns from rabies transmitted by unconfined, uncontrolled or un-immunized animals, to regulate animals that may be a nuisance, to insure that all animals are treated in a humane manner and in the promotion of responsible pet ownership and animal welfare. Animal Services in cooperation with the towns of Angier, Coats, Erwin, and Lillington are hereby charged with the responsibility of animal control in conjunction within these town's jurisdictions. This Municipal Animal Control Ordinance (hereinafter referred to as the "Municipal Ordinance") will supersede all town animal control ordinances and shall pertain to the towns of Angier, Erwin, Coats, and Lillington only.

## SECTION II Applicability of County Ordinance

The provisions of the most current County of Harnett Animal Services Ordinance (hereinafter referred to as the "County Ordinance") that are not in direct conflict with the provisions of this Municipal Ordinance are hereby adopted and incorporated herein by reference and shall be enforced within the corporate limits of the Towns.

## SECTION III Establishment of Bird Sanctuary

- (A) The area embraced within the corporate limits of the Town and all land owned or leased by the Town outside the corporate limits is hereby designated as a bird sanctuary.
- (B) It shall be unlawful to intentionally trap, hunt, shoot, or otherwise kill, within a sanctuary hereby established, any native wild bird. It shall be lawful to trap birds or fowl specifically declared a nuisance by the Town board when such birds or fowl are found to be congregating in such number in a particular locality that they constitute a nuisance or a menace to health or property.
- (C) The bird clubs of the Town are hereby granted permission to erect artistic signs, giving notice of the regulations therein provided, at such places and of such design as may be approved by the Town Board.

State Law Reference: Bird Sanctuary establishment, G.S. 160A-188

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Deleted: The most current Harnett County Animal Control ordinance shall also pertain to the Towns in agreement of this ordinance.

Commented [CA2]: Added this Section to be clear that the County Ordinance applies unless there is a conflict with this Ordinance.

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#### SECTION IV Hunting, Killing, and Trapping of Animals

It shall be unlawful for any person to hunt or kill any animal within the territorial limits of the Towns. Trapping may be done with permission from Animal Services. This Section does not apply to the Police Departments, Animal Services, or duly authorized agents when enforcing the provisions provided in this Ordinance.

#### SECTION V Keeping Livestock and Fowl

No person may keep within the Town any Livestock and/or Fowl except in accordance with this Section.

- (A) It shall be unlawful for any person to maintain, keep, house, or stable any: horse, mule, pony, cow, sheep, goat, swine, or any other livestock including ducks, geese, turkeys, guineas within the corporate limits of the Town.
- (B) It shall be unlawful for any person to maintain, keep, or house any cattle, goats, horses, swine, ducks, geese, turkeys, guineas, or other livestock on a fenced lot within the corporate limits of the Town.
- (C) Any chickens kept within the corporate limits of the Town must be contained by a fence, building, or other enclosure that will ensure that the chickens will not run at large.
- (D) Any fowl found running at large may be taken into possession and/or destroyed by Animal Services anywhere within the corporate limits of the Town.

#### SECTION VI Number of Chickens

- (A) A maximum of six (6) hens (Gallus gallus domesticus) will be allowed per household.
- (B) NO Roosters or other poultry breed will be permitted.
- (C) hens must be kept in a chicken coop or enclosed runs at all times and are not permitted to roam freely on the Owner's property.
- (D) The location of the coop and enclosed run must be in the rear of the Owner's property as determined by the line projected along the rear of the dwelling to each sideline and be 20 feet away from the adjoining properties.
- (E) The coop and enclosed run must be a minimum of ten feet (10') in length and ten feet (10') in width and a maximum of sixteen feet (16') in length and sixteen feet (16') om width.

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Deleted: No free-ranging permitted

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(F) Coop design shall provide ample ventilation to avoid odors and be made predator proof.

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(G) All manure and wood shavings from the coop must be disposed of properly by removing off-site by the owner or person in possession or by professional removal service.

(H) Prior to beginning construction, a Land Use application shall be submitted and approved by the Zoning Administrator for all coop and run designs.

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(I) The Code Enforcement officer, and its designee, has the right to enter onto the property for the purpose of inspecting the coop and run to ensure compliance with these requirements. The home owner will be notified no less than three days prior to the inspection date and has the right to be present during the inspection.

(J) Owners who are determined to be in violation may be allowed to correct the violation(s) and/or be subject to a fine, as per the Town's code. Daily penalties will be assessed in the event that the violation(s) continue. The Town may revoke this privilege if an Owner has had three (3) or more violations during one calendar year.

## SECTION VII Number of Dogs

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It shall be unlawful for any person to keep on any lot or premises within the corporate limits of the Town more than three (3) dogs. This limitation shall not apply to dogs less than four (4) months of age. Any person wanting to keep more than three (3) dogs will apply to the Town for a license to operate a dog kennel. Prior to the issuing of such license it shall be determined that the kennel would be in compliance with all Town and State regulations.

## SECTION VIII Number of Cats

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It shall be unlawful for any person to keep on any lot or premises within the corporate limits of the Town more than three (3) cats. This limitation shall not apply to cats less than four (4) months of age.

## SECTION IX Confinement and Running at Large

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(A) No person owning or having possession, charge, custody or control of any animal may cause, permit or allow the animal to stray or in any manner to run at large upon any public street, sidewalk, or other public property or to stray, run at large, or otherwise trespass upon the private property of another.

(B) It shall be unlawful for the owner of any animal to allow such animal to be at large on any Town property.

(C) It shall be unlawful for any person owning, harboring, keeping or in charge of any animal to fail or refuse to remove feces deposited by the animal on any street, sidewalk, park, or other publicly owned property.



- (D) It shall be unlawful for the owner of any animal to fail or refuse to remove feces deposited by the animal on any private property.

## SECTION ~~X~~ Possession of Animals and Strays

- (A) It shall be unlawful for any person in the ~~Town to knowingly~~ and intentionally, unless with consent of the owner ~~or person in possession~~, to harbor, feed and keep in their possession by confinement or otherwise allow to remain on their property any animal which does not belong to them unless they notify ~~Animal Services~~ within forty-eight (48) hours from the time such animal came into his possession.
- (B) Any person who feeds a stray animal and/or allows the animal to stay on their property for at least two (2) days will be considered the legally responsible for such animal and any violations caused by the animal.
- (C) It shall be unlawful for any person to refuse to surrender any such stray animal to the Police Department, ~~Animal Services~~, or person duly authorized upon demand.
- (D) The purpose of this ~~Section~~ is to aid in rabies control and to prevent the intentional or unintentional possession of pets belonging to other persons.

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## SECTION ~~XI~~ Impoundment and Reclaiming of Captured Animals

- (A) Any animal within the Town without an owner ~~or person in possession~~, any animal running at large within the Town, or any animal whose owner ~~or person in possession~~ fails to have the animal vaccinated in accordance with the laws of the State, or an animal appearing within the Town without a rabies vaccination tag shall be taken by ~~Animal Services~~ and confined for a period of time until reclaimed by the owner ~~or person in possession~~ with a pre-paid rabies voucher, adopted with a pre-paid rabies voucher or euthanized by ~~Animal Services~~.
- (B) If any animal is not redeemed by the owner ~~or person in possession~~ within three (3) days from the time ~~Animal Services~~ takes possession of the animal, the animal shall be put up for adoption or disposed of under the regulations set forth by the ~~County Ordinance~~ and the North Carolina General Statutes.
- (C) In order for the owner ~~or person in possession~~ to redeem an animal, such owner ~~or person in possession~~ must first show that the rabies vaccination tag has been procured. In addition the owner ~~or person in possession~~ shall pay a ~~redemption fee, which will be approved by the Harnett County Board of Commissioners~~. The owner ~~or person in possession~~ must pay daily expenses for boarding and caring for the animal ~~at the Harnett County Animal Shelter~~.

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Deleted: The fee may be adjusted in the new fiscal years in the Harnett County Animal fees.

## SECTION XII Potentially Dangerous and Dangerous Dogs

- (A) It shall be unlawful for a citizen to keep a dog within the corporate limits of the Town a dog that has been deemed a "Potentially Dangerous Dog" or "Dangerous Dog" in accordance with the County Ordinance.
- (B) Any owner or person in possession found in violation of this Section will be required to release the dog to Animal Services for euthanasia and will face a civil fine of \$400.00.

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## SECTION XIII Public Nuisance

In addition to the acts listed in Section VI.6 "Public Nuisance" of the County Ordinance, an animal may also be deemed a public nuisance when the animal habitually or repeatedly, without provocation, barks, whines, or howls in an excessive nature.

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Commented [CA3]: Added this to the Municipal Ordinance because it has been removed from the proposed County Ordinance.

## SECTION XIV Enforcement, Penalties and Remedies

### Enforcement Administration

Primary responsibility for enforcing the provisions of this chapter is assigned to Animal Services pursuant to the terms and conditions of a duly executed interlocal agreement between the Towns and the County of Harnett. Municipal Police Departments will assist when needed.

Deleted: SECTION XXX . . Inherently Dangerous Exotic Animals¶

¶ Shall be in accordance with the Harnett County Animal Control Ordinance.

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Deleted: the Harnett County Animal Control Department

### Penalties and Remedies

#### (A) Misdemeanor:

Notwithstanding any civil penalties outlines herein, any person violating any provision of this Municipal Ordinance or the applicable provisions of the County Ordinance constitutes a misdemeanor and shall be punishable under North Carolina General Statute § 14-4 or any other applicable section for misdemeanor sentencing. Each day's continuing violation shall constitute a separate offense.

Commented [CA5]: Due to the new wording of 153A-123 and 160A-175 regarding ordinance enforcement, I'm of the opinion that the Ordinance needs to state the specific penalties and can't refer to County ordinance. This section just restates the penalties that are listed in the newly amended County ordinance.

Deleted: Penalties and remedies shall be in accordance with the Harnett County Animal Control Ordinance.¶

#### (B) Equitable Remedies

This Municipal Ordinance and the applicable provisions of the County Ordinance may be enforced by an appropriate equitable remedy issuing from a court of competent jurisdiction.

#### (C) Civil Penalties

In addition to other remedies for violations of this Municipal Ordinance and the applicable provisions of the County Ordinance, the Animal Services Manager or any person authorized by him/her may issue to the owner or person in possession of said



animal, a citation giving notice of the violation(s) of this Municipal Ordinance or applicable provisions of the County Ordinance. Any such official shall be authorized to secure the name, address, and birth date of the owner or person in possession of the animal in violation. Citations issued may be delivered in person or mailed by registered or certified mail to the person charged if he/she cannot otherwise be readily located. Any such citation shall impose upon the owner or person in possession a civil penalty of \$100.00 per animal for the first violation, \$200.00 for the second violation, and \$400.00 for the third and any subsequent violation. Said penalties must be paid within (20) consecutive days to Animal Services.

#### SECTION XV Ordinance in Conflict

All ordinances in conflict with the provisions of this Municipal Ordinance are repealed to the extent of such conflict.

#### Ordinance Adoption

This Ordinance shall become effective upon adoption by all of the Towns.

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_ 2022 by the Town of Angier

BY: \_\_\_\_\_  
Robert K. Smith, Mayor

ATTEST:

\_\_\_\_\_  
Veronica Hardaway, Town Clerk

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Adopted this the \_\_\_\_\_ day of \_\_\_\_\_ 2022 by the Town of Coats

BY: \_\_\_\_\_  
Chris Coats, Mayor

ATTEST:

\_\_\_\_\_  
Connie Lassiter, Town Clerk

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Adopted this the \_\_\_\_\_ day of \_\_\_\_\_ 2022 by the Town of Erwin

BY: \_\_\_\_\_  
Randy L. Baker, Mayor

ATTEST:

\_\_\_\_\_  
Lauren Evans, Town Clerk

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Adopted this the \_\_\_\_\_ day of \_\_\_\_\_ 2022 by the Town of Lillington

BY: \_\_\_\_\_  
Glenn McFadden, Mayor

ATTEST:

\_\_\_\_\_  
Lindsey Lucas, Town Clerk

**Deleted: Ordinance Adoption¶**

¶  
This Ordinance shall become effective upon its adoption.¶

¶  
Adopted this the \_\_\_\_\_ day of \_\_\_\_\_ 2007.¶

ATTEST:¶

¶

\_\_\_\_\_  
Clerk to the Board . . . . Chairman, Harnett  
County Board¶  
Of Commissioners



NORTH CAROLINA

INTERLOCAL AGREEMENT FOR  
ANIMAL CONTROL SERVICES

HARNETT COUNTY

THIS AGREEMENT is made and entered into this \_\_\_\_ day of October 2022, by and between the TOWN OF ANGIER, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter referred to as the "Town") and the COUNTY OF HARNETT, a body politic, organized and existing under the laws of the State of North Carolina (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, North Carolina General Statute § 160A-461 authorizes interlocal agreements between units of local government for any undertaking;

WHEREAS, the governing bodies of both of the parties to this Agreement have found and determined that it is in the public interest and for the public benefit for the Harnett County Animal Services Division (hereinafter referred to as "Animal Services") to provide animal control services within the limits of the Town;

WHEREAS, The Board of Commissioners for the County and the Town Council for the Town have each adopted a resolution as required by North Carolina General Statute 160A-461 for the ratification of this Agreement.

NOW THEREFORE, in consideration of the premises set forth herein, and intending to be legally bound, and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Purpose.** The Purpose of this Agreement is to establish an interlocal undertaking, as provided by Chapter 160A, Article 20 of the North Carolina General Statutes, whereby the County shall serve as the contracted animal control agency for the Town.

2. **Animal Control Ordinance.** The Ordinance entitled "Municipal Animal Services Ordinance for the Towns of Angier, Coats, Erwin, and Lillington" (hereinafter referred to as the "Municipal Ordinance") as originally adopted on January, 2008, and as amended November 18, 2013, and any subsequent amendments thereto shall be enforced by Animal Services pursuant to this Agreement. The Town shall not unilaterally adopt any amendments to the Municipal Ordinance unless all other municipalities adopt the same amendments.

3. **Services Provided by the County.** The County, by and through Animal Services, shall enforce the provisions of the Municipal Ordinance within the corporate limits of the Town. Animal Services shall provide such equipment, personnel, management, and administrative support services as are necessary to provide animal control services for the Town. The County shall provide animal control services during the hours of 8:00a.m. through 5:00p.m., Monday through Friday, responding to calls within the Town on both a routine and emergency basis. The

County shall also provide emergency after hour call services from 5:00p.m. to 8:00a.m. Monday through Friday and all holidays and weekends.

4. **Law Enforcement Assistance.** The Town's police department, upon request, shall provide assistance to Animal Services during the seizure and impoundment of any animal that is in violation of the Municipal Ordinance or state or federal law.

5. **Term.** The term of this Agreement shall begin upon its execution and shall continue until June 30, 2025 (the "Initial Term"). This Agreement shall automatically renew for consecutive three (3) year terms unless terminated in accordance with provisions contained herein (each the "Renewal Term").

6. **Independent Contractor.** It is agreed between the parties that the County is an independent contractor and is not an employee or agent of the Town. The employees of the County shall carry out their responsibilities in accordance with their own independent judgment as directed and authorized by the appropriate County supervisor.

7. **Ownership of Property and Equipment.** All property and equipment acquired by the County to perform the animal control services pursuant to this Agreement shall remain the sole property of the County.

8. **Compensation and Payment.** The Town shall pay the County an annual rate of twelve thousand dollars (\$12,000.00) for the Initial Term which shall be paid within thirty (30) days of receipt of invoice from the County. Proposed adjustments to the compensation rate shall be sent to the Town at least sixty (60) days prior to the start of a Renewal Term. The adjusted compensation rate shall automatically become effective and enforceable at the beginning of that Renewal Term, unless the Town has objected, in writing, to the adjusted compensation rate. If an objection has been made and received, the rate of compensation will continue at the rate currently in effect until such time as the parties mutually agree, in writing, to a new rate of compensation, at which time the new rate of compensation will be effective and enforceable retroactively to the beginning of that Renewal Term.

9. **Licenses, Fees, and Penalties.** All County issued licenses, animal shelter fees, redemption fees, impoundment fees, and any other fees charged by the County for the enforcement of the Municipal Ordinance and operational costs for the County animal shelter shall be retained by the County. All civil penalties and fines that are associated with the enforcement of the Municipal Ordinance shall be retained by the Town.

10. **Legal Representation and Liability.** The Town Attorney shall provide legal support and representation for the Town for all enforcement actions taken by Animal Services on behalf of the Town on issues arising from enforcement of the Municipal Ordinance within and on behalf of the Town. To the fullest extent allowable by North Carolina law, the County shall have no liability regarding such enforcement actions and the Town shall indemnify and hold the 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 the County to the Town hereunder, except for those acts caused by the sole negligence of the County. The Town and the 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.

11. **Documents and Records.** The County is the owner and custodian of all records pertaining to the custody and care of any animal while in the County animal shelter and all records pertaining to the enforcement of the Municipal Ordinance by County personnel. The Town is the owner and custodian of all records pertaining to the enforcement of the Municipal Ordinance by Town personnel.

12. **Termination.** This Agreement may be terminated with or without just cause by either party upon ninety (90) days written notice to the other party. Termination of the Agreement shall entitle Town to a pro rata refund of the fee for animal control services for that service year.

13. **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.

14. **Severance Clause.** In the event any portion 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.

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

16. **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:

Town of Angier  
Post Office Box 278  
Angier, North Carolina 27501  
Attn: Town Manager

TO COUNTY:

County of Harnett  
455 McKinney Parkway (physical)  
Post Office Box 65 (mail)  
Lillington, North Carolina 27546  
Attn: County Manager



With Copy to:  
County Staff Attorney  
455 McKinney Parkway (physical)  
PO Box 238 (mailing)  
Lillington, North Carolina 27546

17. **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.

18. **Headings.** The headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

19. **Binding on Successors.** The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of the parties hereto.

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.

COUNTY OF HARNETT

By: \_\_\_\_\_  
Lewis W. Weatherspoon, Chairman

TOWN OF ANGIER

By: \_\_\_\_\_  
Robert K. Smith, Mayor

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Angier Finance Director

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

By: \_\_\_\_\_  
Name: Kimberly Honeycutt  
Title: County Finance Director

NORTH CAROLINA  
COUNTY OF HARNETT

I, \_\_\_\_\_, a Notary Public in and for the aforesaid State and County, certify that Lewis W. Weatherspoon, personally appeared before me this day who being by me duly sworn, deposes and says that he is the Chairman of the Harnett County Board of Commissioners; that the seal affixed to the foregoing instrument is the official seal of Harnett County; that said instrument was signed by him and the County's seal affixed thereto, all by authority of the Board of Commissioners of said County, and the said Lewis W. Weatherspoon acknowledged said instrument to be the act and deed of Harnett County.

Witness my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public Printed Name

My Commission Expires: \_\_\_\_\_

NORTH CAROLINA  
COUNTY OF HARNETT

I, \_\_\_\_\_, a Notary Public in and for the aforesaid State and County, certify that Robert K. Smith, personally appeared before me this day who being by me duly sworn, deposes and says that he is the Mayor of the Town of Angier; that the seal affixed to the foregoing instrument is the official seal of the Town of Angier; that said instrument was signed by him and the Town's seal affixed thereto, all by authority of the Board of Commissioners of said Town, and the said Robert K. Smith acknowledged said instrument to be the act and deed of the Town of Angier.

Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public Printed Name

My Commission Expires: \_\_\_\_\_





## Board of Commissioners Agenda Report

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

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**MEETING DATE:** November 1, 2022  
**PREPARED BY:** Gerry Vincent, Town Manager ICMA-CM  
**ISSUE** T-Mobile Water Tank (Dora Street)  
**CONSIDERED:**  
**DEPARTMENT:** Administration

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**SUMMARY OF ISSUE:** Staff had been contacted by Robin Tyus, who represents T-Mobile, to consolidate the Sprint Network, updating cellular equipment on the water tank to ensure optimal performance of the network. Work to commence would be removing and replacing existing antennas, adding radios, and installing new cabinets. In order to accomplish this task, a new amendment to the ground lease is required. Therefore, Ms. Tyus is proposing an amendment with an initial term of five years and (2) automatic five-year renewal terms.

**FINANCIAL IMPACT:** There is no financial impact.

**RECOMMENDATION:** Consider allowing T-Mobile to replace the existing equipment with new, and approve the amendment, if there are no changes to the proposal.

**REQUESTED MOTION:** I recommend approval of the removal of existing equipment with new equipment, and approval of the amendment.

**REVIEWED BY TOWN MANAGER:** *Gerry Vincent*

**Attachments:** *Please see attached.*

# PROPOSED AMENDMENT 3

### **THIRD AGREEMENT TO LEASE AND LICENSE AGREEMENT**

The Third Agreement to Lease and License Agreement ("**Agreement**") is made effective the \_\_\_\_ day of \_\_\_\_, by and between SprintCom, LLC, a Kansas limited liability company, successor in interest to SprintCom, Inc., a Kansas Corporation ("**Licensee**"), and Town of Angier ("**Licensor**"). Licensor and Licensee are collectively referred to herein as the "**Parties**."

#### **BACKGROUND**

Pursuant to a Lease and License Agreement dated December 4, 1997 ("Agreement"), Agreement No. 1 to Lease and License Agreement dated January 23, 2014 ("Agreement"), and Agreement No. 2 to Lease and License Agreement ("Agreement") dated December 10, 2014, Licensor leased to Licensee a portion of the certain real property located as 30W Dora Street, Angier, NC 27501, , County of Harnett, State of North Carolina, as more particularly described in Exhibit A to the Agreement (the "Site").

The Agreement is scheduled to expire December 9, 2022. Licensor and Licensee desire to extend the term of the Agreement as set forth herein.

#### **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing Recitals are expressly made a part of this Agreement and are incorporated herein by this reference. All capitalized terms used but not defined herein shall have the same meaning as in the Lease.
2. **Extension Term:** The Agreement shall be extended for one (1) Additional 5-year term ("Extension Term"), commencing on December 10, 2022 ("Extension Commencement Date") and expiring on December 9, 2027.
3. **Renewal Options:** Commencing on December 10, 2027, this agreement will be automatically renewed for three (3) additional terms of 5 years each (each a "Renewal Term"), unless Licensee provides the Licensor with notice of its intention not to renew not less than 90 days prior to the expiration of the Extension Term or any Renewal Term.
4. Exhibit 2A to the Agreement is modified as shown on Exhibit 2B attached and incorporated herein. Upon the effective date, Licensee will have the right to modify the Antenna Facilities as described and depicted on Exhibit A-1 which is attached hereto and by this reference incorporated herein, and Licensor hereby consents to and approves of the modifications described and depicted on Exhibit A-1 in all respects.



Site name: Dora Road Water Tower Site ID#: 5RA1009A

5. Licensee's addresses for notice purposes in section 6 of the Agreement is hereby deleted and replaced with the following:

Sprint Property Services  
Sprint Site ID 5RA1009A  
Mailstop: KSOPHD0101-Z2650  
6220 Sprint Parkway  
Overland Park, KS 66251-2650

With a mandatory copy to:

Sprint Law Department  
Attn: Real Estate Attorney  
Sprint Site ID 5FA1009A  
Mailstop: KSOPHD0101-Z2020  
6220 Sprint Parkway  
Overland Park, KS 66251-2020

6. Each person signing this Third Agreement on behalf of Licensor or Licensee represents that he or she is duly authorized to sign this Third Agreement and to bind the Party on behalf of which such person is signing. If there is a conflict between the Lease and this Third Agreement, this Third Agreement shall prevail.

7. Licensor warrants and represents that the consent or approval of no third party, including, without limitation, a lender, is required with respect to Licensor's execution of this Third Agreement, or if any such third-party consent or approval is required, Licensor has obtained any and all such consents or approvals.

8. The Lease remains in full force and effect as amended by this Third Agreement and is hereby ratified and confirmed by the Parties.

9. This Third Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Third Agreement shall legally bind the parties to the same extent as original documents.

[Signatures immediately follow on the next page.]

Site name: Dora Road Water Tower Site ID#: 5RA1009A

IN WITNESS WHEREOF, the Parties hereto have caused this Third Agreement to be executed by their duly authorized representatives as of the date first written above.

Licensee:

SprintCom, LLC

Licensor:

Town of Angier

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Site name: Dora Road Water Tower Site ID#: 5RA1009A

**EXHIBIT 2B**

**[Attached hereafter]**



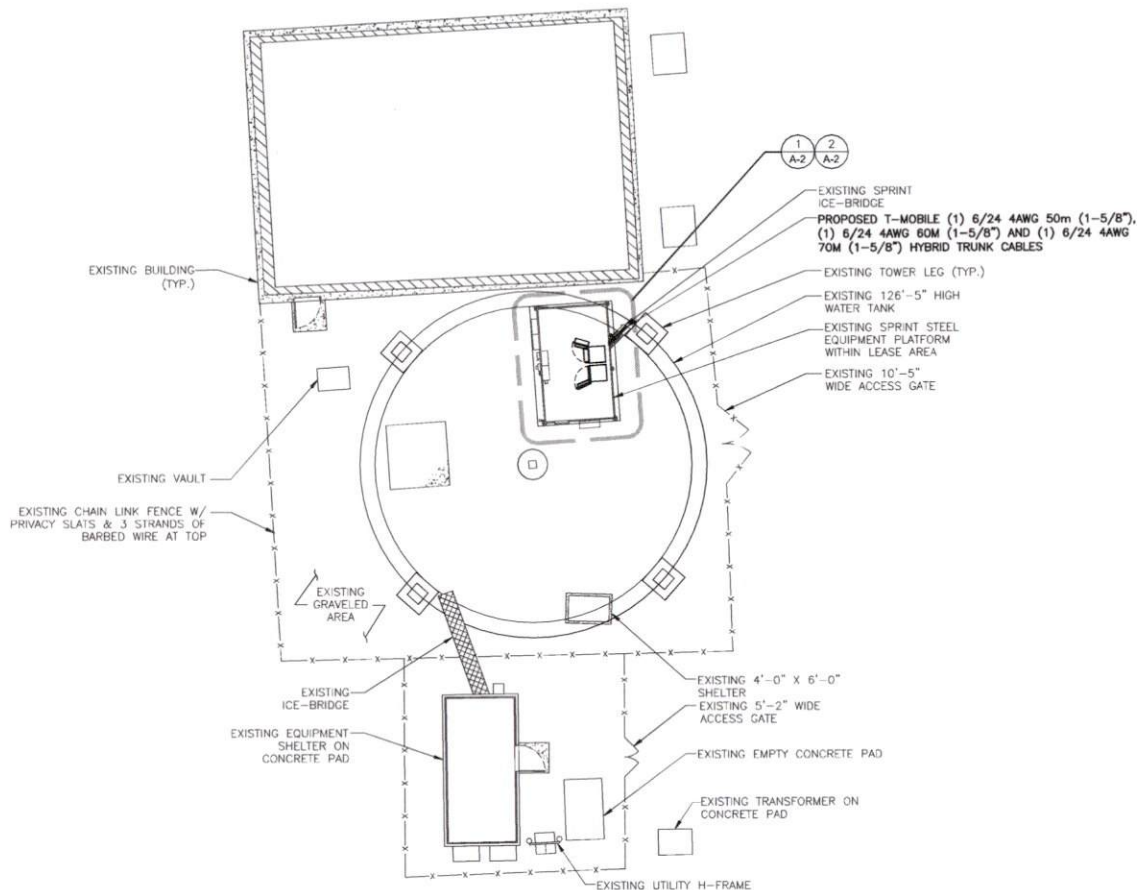


**NOTE:**

PLAN INFORMATION CONTAINED HEREIN IS TAKEN FROM THE DOCUMENTS PROVIDED BY CLIENT. NEITHER WARRANTY NOR GUARANTEE IS GIVEN BY THE ARCHITECT NOR MORRISON HERSHFIELD CORPORATION TO THE ACCURACY NOR THE COMPLETENESS OF THE COPIED COMPOUND PLAN INFORMATION.

**NOTE:**

REFER TO ELECTRICAL SHEETS FOR POWER LAYOUT



TRUE NORTH



24"x36" SCALE: 1/8" = 1'-0"  
11"x17" SCALE: 1/16" = 1'-0"



PLANS PREPARED FOR:	
<b>T-Mobile</b>	
2105 WATER RIDGE PKWY, STE 400 CHARLOTTE, NC 28217	
PLANS PREPARED BY:	
<b>MH</b> <b>MORRISON HERSHFIELD</b>	
10115 KINCEY AVENUE, SUITE 140 HUNTERVILLE, NC 28078 www.morrisonhershfield.com	
DEM:	
TOWER OWNER:	
ENGINEERING SEAL:	
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REVISIONS:	
DESCRIPTION	DATE BY REV
PRELIM CDS	05/08/22 SG A
PRELIM CDS	09/06/22 RE B
PRELIM CDS	10/17/22 CG C
PRELIM CDS	10/18/22 CG D
SITE NUMBER:	
5RA1009A	
SITE ADDRESS:	
30 W DORA ST ANGIER, NC 27501	
SHEET DESCRIPTION:	
COMPOUND PLAN	
SHEET NUMBER:	
A-1	

SCALE IS BASED ON 30" X 36" 1/8" = 1'-0"



24"x36" SCALE: 1/4" = 1'-0"  
11"x17" SCALE: 1/8" = 1'-0"



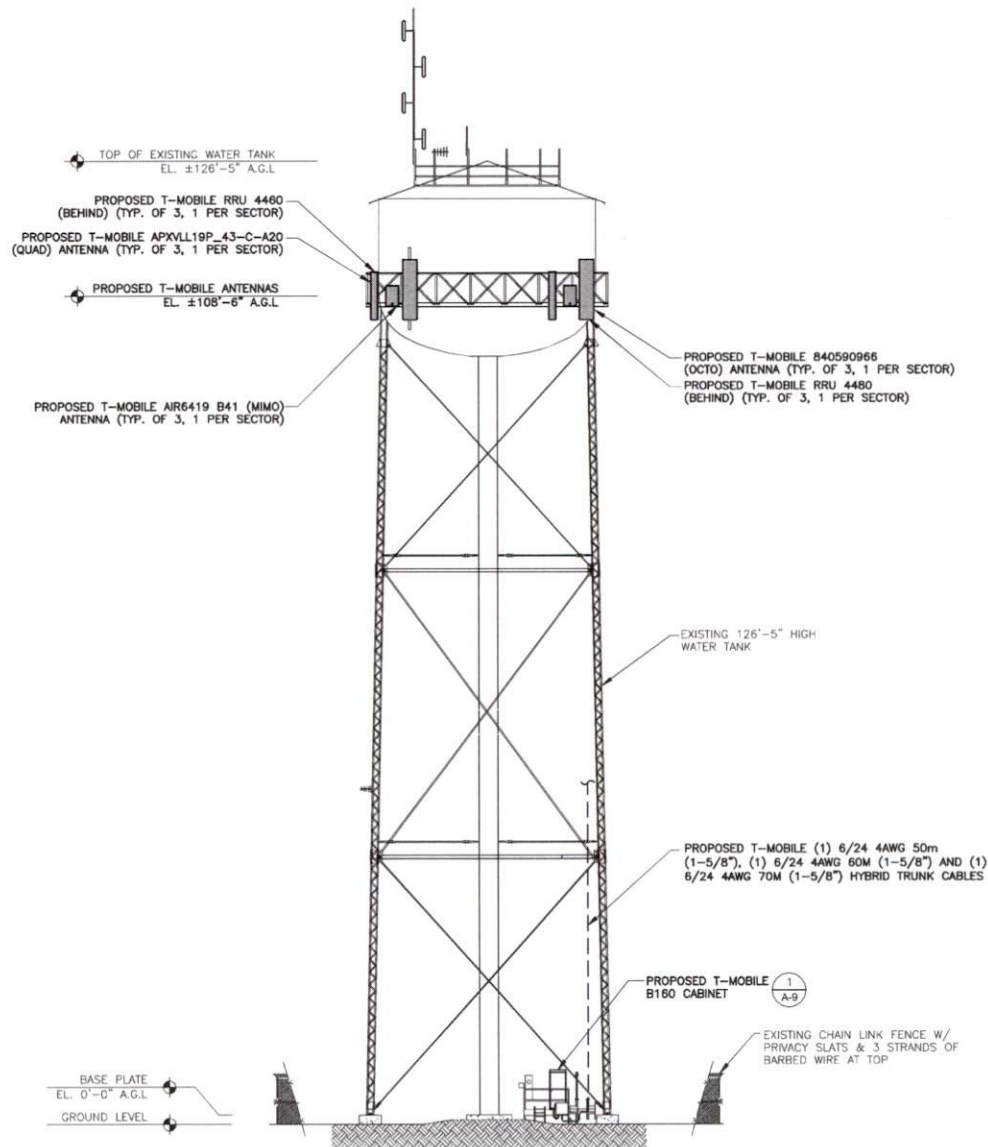
24"x36" SCALE: 1/4" = 1'-0"  
11"x17" SCALE: 1/8" = 1'-0"

SCALE IS BASED ON 32" X 34" 7/8"



NOTE:  
CONTRACTOR SHALL PROVIDE PROPER MOUNT, ALL MOUNTING PIPES, ALL ATTACHMENT PLATES AND BOLTS REQUIRED FOR PROPER AND COMPLETE INSTALLATION-SUBMIT SHOP DRAWINGS FOR APPROVAL-COORD ANTENNA ATTACHMENT W/ TOWER ANALYSIS REPORT.

NOTE:  
NO WORK SHALL COMMENCE WITHOUT THE PASSING ANTENNA MOUNT/PLATFORM STRUCTURAL ANALYSIS REPORT SIGNED AND SEALED BY A LICENSED PROFESSIONAL ENGINEER UNDER SEPARATE COVER. THE CONTRACTOR SHALL IMPLEMENT MODIFICATIONS AS INDICATED IN THE ABOVE MENTIONED STRUCTURAL REPORT OR ASSOCIATED MODIFICATION DESIGN DRAWINGS.

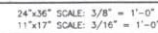


TOWER ELEVATION

24"x36" SCALE: 1/8" = 1'-0"  
11"x17" SCALE: 1/16" = 1'-0"



PLANS PREPARED FOR:	
<b>T-Mobile</b> 2105 WATER RIDGE PKWY, STE 400 CHARLOTTE, NC 28217	
PLANS PREPARED BY:	
 <b>MORRISON HERSHFIELD</b> 10115 KINCEY AVENUE, SUITE 140 HUNTERSVILLE, NC 28078 www.morrisonhershfield.com	
DEM:	
TOWER OWNER:	
ENGINEERING SEAL:	
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REVISIONS:	
DESCRIPTION	DATE BY REV
PRELIM CDS	05/06/22 SG A
PRELIM CDS	09/06/22 AE B
PRELIM CDS	10/17/22 CG C
PRELIM CDS	10/18/22 CG D
SITE NUMBER:	
5RA1009A	
SITE ADDRESS:	
30 W DORA ST ANGIER, NC 27501	
SHEET DESCRIPTION:	
TOWER ELEVATION	
SHEET NUMBER:	
A-3	



1

2

3

4

2

E

PLANS PREPARED BY:



**MORRISON HERSHFIELD**  
10115 KINCEY AVENUE, SUITE 140  
HUNTERVILLE, NC 28078  
[www.morrisonhershfield.com](http://www.morrisonhershfield.com)

OEM:

TOWER OWNER:

ENGINEERING SEAL:

DRAWING NOTICE:

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REDISTRIBUTED WITHOUT THE EXPRESS  
WRITTEN CONSENT OF **T-MOBILE**.

REVISIONS:			
DESCRIPTION	DATE	BY	REV
PRELIM CDS	05/06/22	SG	A
PRELIM CDS	09/06/22	AE	B
PRELIM CDS	10/17/22	CG	C
PRELIM CDS	10/18/22	CG	D

SITE NUMBER:

5RA1009A

SITE ADDRESS:

30 W DORA ST  
ANGIER, NC 27501

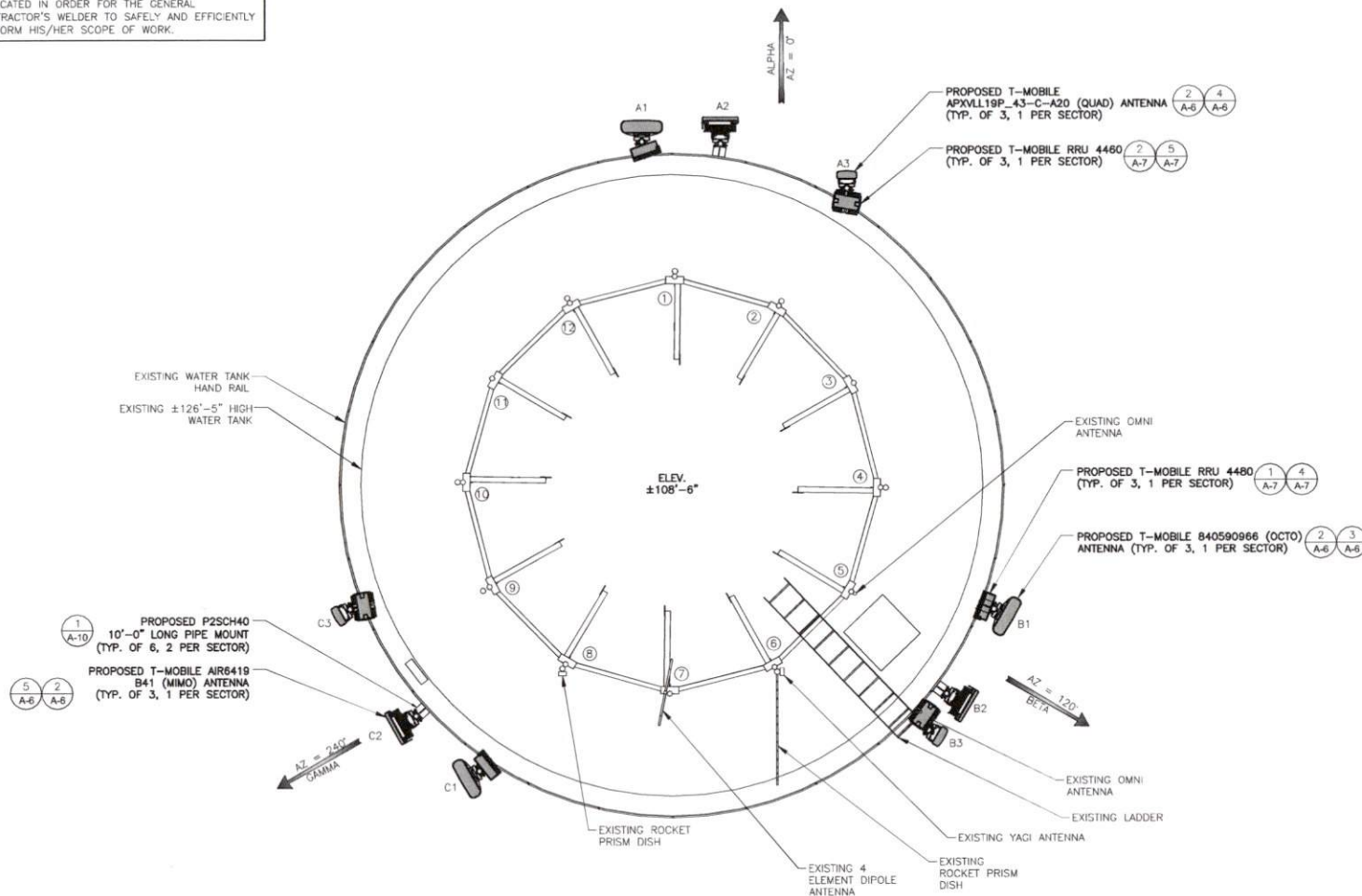
SHEET DESCRIPTION:

### EXISTING ANTENNA LAYOUT

SHEET NUMBER:

A-4

NOTE:  
EQUIPMENT MAY NEED TO BE TEMPORARILY  
RELOCATED IN ORDER FOR THE GENERAL  
CONTRACTOR'S WELDER TO SAFELY AND EFFICIENTLY  
PERFORM HIS/HER SCOPE OF WORK.



PROPOSED ANTENNA LAYOUT

PLANS PREPARED FOR:

**T-Mobile**  
2105 WATER RIDGE PKWY, STE 400  
CHARLOTTE, NC 28217

PLANS PREPARED BY:

**MH MORRISON HERSHFIELD**  
10115 KINCEY AVENUE, SUITE 140  
HUNTERSVILLE, NC 28078  
www.morrisonhershfield.com

DEM:

TOWER OWNER:

ENGINEERING SEAL:

DRAWING NOTICE:  
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REDISTRIBUTED WITHOUT THE EXPRESS  
WRITTEN CONSENT OF T-MOBILE.

REVISIONS:

DESCRIPTION	DATE	BY	REV
PRELIM CDS	05/08/22	SG	A
PRELIM CDS	09/06/22	AE	B
PRELIM CDS	10/17/22	CG	C
PRELIM CDS	10/18/22	CG	D

SITE NUMBER:

5RA1009A

SITE ADDRESS:

30 W DORA ST  
ANGIER, NC 27501

SHEET DESCRIPTION:

**PROPOSED  
ANTENNA LAYOUTS**

SHEET NUMBER:

**A-4.1**

SCALE: 24" x 36" SCALE: 3/8" = 1'-0"  
11" x 17" SCALE: 3/16" = 1'-0"



C:\Users\lgroth\Documents\Projects\T-Mobile\Antenna Schedule\20141104\_20141104\_Schedule.dwg 10/18/2012 11:32am C:\Users\lgroth\Documents\Projects\T-Mobile\Antenna Schedule\20141104\_20141104\_Schedule.dwg

PROPOSED ANTENNA/CABLE SCHEDULE

ANTENNA POSITION	ANTENNA SECTOR	AZIMUTH IN DEGREES	MAKE	MODEL	RADIATION CENTER	CABLE SIZE	CABLE LENGTH	RRU/RAYCAP (MODEL #)
1	ALPHA	0°	ERICSSON	840590966 (OCTO)	108'-6"	(1) 50m 6/24 4AWG	±164'	(1) ERICSSON 4480 B71+B85 RRU
2	ALPHA	0°	ERICSSON	AIR6419 B41 (MIMO)	108'-6"	-	-	-
3	ALPHA	0°	RFS	APXVLL19P_43-C-A20 (QUAD)	108'-6"	-	-	(1) ERICSSON 4460 B25+B66 RRU
1	BETA	120°	ERICSSON	840590966 (OCTO)	108'-6"	(1) 60m 6/24 4AWG	±196'	(1) ERICSSON 4480 B71+B85 RRU
2	BETA	120°	ERICSSON	AIR6419 B41 (MIMO)	108'-6"	-	-	-
3	BETA	120°	RFS	APXVLL19P_43-C-A20 (QUAD)	108'-6"	-	-	(1) ERICSSON 4460 B25+B66 RRU
1	GAMMA	240°	ERICSSON	840590966 (OCTO)	108'-6"	(1) 70m 6/24 4AWG	±229'	(1) ERICSSON 4480 B71+B85 RRU
2	GAMMA	240°	ERICSSON	AIR6419 B41 (MIMO)	108'-6"	-	-	-
3	GAMMA	240°	RFS	APXVLL19P_43-C-A20 (QUAD)	108'-6"	-	-	(1) ERICSSON 4460 B25+B66 RRU

PLANS PREPARED FOR:			
<b>T-Mobile</b> 2105 WATER RIDGE PKWY, STE 400 CHARLOTTE, NC 28217			
PLANS PREPARED BY:			
<b>MH</b> <b>MORRISON HERSHFIELD</b> 10115 KINCEY AVENUE, SUITE 140 HUNTERSVILLE, NC 28078 www.morrisonherffield.com			
DEM:			
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REVISIONS:			
DESCRIPTION	DATE	BY	REV
PRELIM CDS	05/06/22	SG	A
PRELIM CDS	09/06/22	AE	B
PRELIM CDS	10/17/22	CG	C
PRELIM CDS	10/18/22	CG	D
SITE NUMBER:			
5RA1009A			
SITE ADDRESS:			
30 W DORA ST ANGIER, NC 27501			
SHEET DESCRIPTION:			
PROPOSED ANTENNA SCHEDULE			
SHEET NUMBER:			
A-5			

PROPOSED ANTENNA SCHEDULE

NTS 1

SCALE IS BASE ON 12" X 34" 10' PER

ORIGINAL

# LEASE AND LICENSE AGREEMENT (Dora Street Water Tower)

THIS AGREEMENT is made this 4 day of December 1997 by and between the Town of Angier (hereinafter referred to as the "Licensor") and SprintCom, Inc., a Kansas Corporation (hereinafter referred to as "Licensee").

1. USE: Licensor, subject to the terms and conditions hereof grants to Licensee the non-exclusive license to install, maintain and operate the radio communications equipment described in Exhibit 1 annexed hereto (hereinafter referred to as the "Equipment") on the elevated water storage tank (hereinafter referred as the "Tower") and the right to construct and use an equipment storage area (hereinafter referred to as the "Storage") located at the Licensor's facility described in Exhibit 2 annexed hereto (hereinafter referred to as the "Site"). However, the Licensee shall have a license to locate its equipment on the specific construction plans for the Storage to the Licensor and obtain the written approval of the Licensor before beginning construction. If Licensee and Licensor cannot agree on the location of Licensee's equipment, or on any aspect of the specific construction plans for the Site within sixty (60) days of execution of this Agreement, either party may terminate this Agreement by giving the other party written notice thereof within ten (10) days after the expiration of said sixty (60) day period.

Licensor and Licensee agree that the primary function the Tower is to provide water service to the Licensor's water customers. Should the Licensor determine, in its sole discretion, that the performance of this agreement interferes with that primary function, the Licensor may terminate this agreement with ninety (90) days written notice to Licensee. Licensee shall have the right during said ninety (90) day period to cure the interference problem to the satisfaction of the Licensor, provided, however, that if said cure is not achieved in the sole judgment of the Licensor, Licensee must have completely vacated the Tower within twenty (20) days after the expiration of said ninety (90) day period. If Licensee determines, in its sole judgment, that the operation of the Tower by the Licensor is creating interference with the Licensee's use and operation of its facilities at the Tower, Licensee may terminate this Agreement by giving the Licensor ninety (90) days written notice. Licensee's right to terminate this Agreement is subject to all of the terms hereof regarding Licensee's obligation to remove the Equipment and Storage at the expiration or Termination of this Agreement. Licensor shall also have the right to terminate this Agreement for health and safety concerns upon 365 days written notice to Licensee.

2. TERM: This Agreement shall commence on the date first written above and shall be for a period of five (5) years ("Initial Term") provided the Licensee and Licensor have executed this Agreement. This Agreement may be renewed for four additional terms (each "Renewal Term") of 5 years each upon approval of the Licensee and Licensor.

## 3. FEE AND RENTAL:

(a) Rent will be paid monthly on the first day of each month, in equal monthly installments, partial months to be prorated. Rent for the first year is \$12000 and for each succeeding year of the Initial Term increase by three (3%) percent per year. Rent for each Renewal Term will be the annual rent in effect for the final year of the Initial Term or prior Renewal Term, as the case may be, increased by three percent (3%) and then each succeeding year in that Term increasing by three percent (3%) per year. All payments shall be made directly to the Town of Angier. These payments shall be exclusive of charges for the furnishing of any utilities such as, but not limited to, electricity, gas, water, sewer, or telephone.

(b) Licensee shall have a separate electric meter to measure Licensee's electric consumption and Licensee shall pay directly to the public utility company for the installation of the meter and for any electricity used by Licensee's Equipment.

## 4. OPERATION OF EQUIPMENT:

(a) Licensee shall operate its Equipment during the term hereof in compliance with all present and future rules and regulations imposed by any local, state, or Federal authority having jurisdiction with respect thereto including, without limitation, the rules and regulations of the Federal Aviation Administration (hereinafter referred to as the "FAA") prior to installation of its equipment or making any modifications or changes to its Equipment, if any. Licensee shall comply with the following:

(i) Licensee shall submit all plans for Licensor's approval; and

(ii) Prior to commencement for any work, Licensee shall obtain Licensor's written approval and required approvals of all Federal, state and local agencies. Licensee shall promptly deliver to Licensor written proof of compliance with all applicable Federal, state and local laws, rules and regulations in connection with any installations, changes or modifications of Equipment; and

(iii) All of the installations, modifications or changes to Licensee's Equipment shall conform with Licensor's design specifications and Licensor's requirements, including weight and wind load requirements, and shall not interfere with any other radio communications system and equipment located in and upon the Site, and shall be in compliance with all applicable local, state and Federal government requirements including but not limited to zoning, FAA, and FCC specifications; and

(iv) All of Licensee's Equipment shall be clearly marked to show Licensee's name, address, telephone number and the name of the person to contact in case of emergency, and shall also display Licensee's FCC call sign, frequency(s) and location.

All coaxial cable shall be identified in the same manner at the bottom and at the top of each transmission line.



(b) In all matters where Licensor's approval is required and Licensor should determine in its reasonable discretion that a possibility of a threat of interference or other disruption with the business of the Licensor or other existing Licensees exists, Licensor shall have the absolute right to withhold consent.

(c) Licensee shall, at its sole cost and expense, obtain its electrical power supply directly from the public utility company. Licensee hereby agrees that all power lines installed by Licensee shall be located as directed by Licensor.

(d) In the event that Licensee requires telephone service, Licensee, at its sole cost and expense, shall obtain such telephone service. Any work performed in connection with the telephone service shall comply with the provisions of subparagraph (a) hereof. Licensee hereby agrees that any telephone lines installed by Licensee shall be located as directed by Licensor.

(e) In the event a zoning variance, special use permit or other similar governmental approval is required in connection with installation or any modification of Licensee's Equipment, Licensee shall be solely responsible for obtaining the appropriate approval.

(f) In order to assure Licensee's compliance with the provisions of the Agreement, the plans and specification for Licensee's Equipment and any modifications thereto shall be submitted to the Licensor for review and approval by the Licensor or engineers and/or consultants selected by Licensor. Licensee shall reimburse Licensor for Licensor's reasonable expenses incurred in connection with such review and approval. All work performed at the Site in connection with the installation and modification of Licensee's Equipment shall be performed by contractors selected by Licensee and reasonably approved by Licensor, at Licensee's expense.

(g) Licensee represents that at the execution of this Agreement, it has received all approvals, consents or access rights necessary for the initial installation of its Equipment or Storage.

(h) If Licensee is unable to obtain any permit or approval, from Licensor or otherwise, required under this paragraph 4, Licensee shall have the right to terminate this Agreement upon written notice to Licensor within thirty (30) days after the date on which Licensee is notified that any consent, permit or approval required hereunder has been denied or, having been granted, has subsequently been withdrawn.

#### 5. EQUIPMENT:

(a) The installation and operation of Licensee's Equipment shall not interfere electrically or in any other manner whatsoever, with Licensor or any other party or tenant at the Site either presently or in the future while operating and maintaining radio communications systems and other equipment at the Site. All repeater systems at the Site shall be equipped with, at a minimum, a single stage isolator and a bandpass/reject type duplexer. No notch type duplexers will be allowed. Except as otherwise provided in subparagraph (b) below, it is expressly understood and agreed that if the installation or operation of Licensee's Equipment shall interfere with other radio communications systems and equipment at any time, Licensee shall upon request (verbal or otherwise), immediately suspend its operations and do whatever Licensor deems necessary to eliminate or remedy such interference at Licensee's cost and expense.

Licensor acknowledges and agrees that the foregoing obligation of Licensee to correct interference problems or remove its Equipment shall not apply to any other tenant occupying the Site after the date hereof. It shall be the obligation of said subsequent tenant to adjust its equipment or operations to remedy the interference or remove its equipment. Licensee shall not be required to modify its Equipment or adjust its operations to correct interference problems resulting from a subsequent tenant at the Site. The Licensee will be primarily responsible for enforcing its rights against other tenants with appropriate assistance from Licensor.

(b) The installation and operation of Licensee's equipment shall not interfere in any manner whatsoever, with Licensor's use of the premises for its primary function of a Tower. During the term of the Agreement and subject to the terms hereof, Licensor agrees that Licensee or its agent shall have free access to the Site for the purpose of operating, inspecting, maintaining, removing, repairing and replacing Licensee's Equipment.

(c) Licensee understands and agrees that Licensor or its designated contractor will perform corrective maintenance and preventive maintenance when required as determined by Licensor. If maintenance by the Licensor is likely to interruption to the operation of Licensee's Equipment, Licensor will give Licensee thirty (30) days oral or written notice, and Licensee shall make adjustments as needed including removal of Licensee's Equipment from the Tower on a temporary basis. In the event of emergency repairs by the Licensor to the Site or Tower, Licensee's operations may be interrupted without prior notice from Licensor.

#### 6. MAINTENANCE AND REMOVAL OF EQUIPMENT:

(a) Licensee shall be solely responsible for all costs associated with maintenance of its Equipment and Storage, if any, on the Site, in accordance with all applicable laws, rules and regulations and this Agreement. All maintenance work shall be performed by contractors licensed by the State of North Carolina. In the event maintenance or painting of the tank/Tower is required during the term of the Agreement, Licensee will take the appropriate measures to insure the safety of all those involved. This may require Licensee to power down the appropriate sector during the time of repair or maintenance. Licensor shall give one month advance notice to allow appropriate coordination of the maintenance or painting. Licensor will not be held responsible for any revenue losses incurred by any temporary loss of service. If the structural safety of the tower is impaired as a result of the installation, Licensee shall make any necessary modifications and repairs. Notwithstanding the foregoing, Licensor shall have the right to replace the Tower at any time during the term of this Agreement. The Licensor will give the Licensee as much advance notice as possible of the replacement, but in no case less than ninety (90) days written notice. Licensee will be allowed to occupy the replacement Tower under the terms of this Agreement, unless such use of the replacement Tower would substantially interfere with the primary function of the Tower, as determined by the Licensor at its sole discretion. Further, Licensor will consider allowing Licensee to use mobile facilities at the Site until the replacement is completed, provided it does not interfere with the construction process and all Town ordinances, such as the Zoning Ordinance, are complied with fully.



(b) Upon the expiration or earlier termination of this Agreement and upon the payment of the Fee and all other sums due the Licensor on such expiration or termination date, Licensee shall remove all its Equipment. Any and all removal of Licensee's Equipment shall be performed by a contractor licensed by the State of North Carolina, performed in a workmanlike manner, without any interference, damage or destruction to any other equipment, structures or operations at the Site or any other equipment of other Licensee thereon. Any and all interference or damage caused to the Site or equipment of other licensees by such removal shall be immediately repaired or eliminated by Licensee. If Licensee fails to make such repairs within three (3) days after the occurrence of such damage, injury or interference, Licensor may perform all the necessary repairs at Licensee's cost and expense, and all costs so incurred by Licensor shall be due from Licensee upon the rendering of an invoice as an additional fee hereunder.

7. MISCELLANEOUS REQUIREMENTS:

- (a) All improvements made to the Site by the Licensee will be subject to Licensor's reasonable inspection and consent.
- (b) Immediately upon completion of the improvements, Licensee shall restore any area disturbed by improvements to a condition equal to or better than the original condition.
- (c) All Equipment of the Licensee must operate so as to comply fully with the Noise Control Ordinance of Angier.
- (d) Site access shall be subject to and coordinated with the security efforts of Licensor's tenants from time to time. Any failure to conform to such security obligations shall be sufficient grounds for immediate termination of this Agreement.

8. LIABILITY AND INDEMNIFICATION:

(a) Licensee hereby assumes the risk of the inability to operate as a result of any power failure at the Site or any failure of Licensee or Licensee's Equipment for any reason whatsoever and agrees to indemnify and hold Licensor harmless from all damages and costs of defending any claim or suit for damages of any kind asserted against Licensor by reason of such failure, including, but not limited to, business interruptions, damage to Licensee's Equipment, or attorney's fees.

(1) To the maximum extent allowed by law, Licensee shall defend, indemnify and save harmless Licensor and its trustees, beneficiaries, agents, tenants, independent contractors and employees (hereinafter referred to as "Indemnitees") from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of Licensee or any directly or indirectly employed by Licensee or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a", Licensee shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to Licensor.

(2) As used in this Section 8, "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, obligations, fines, penalties, royalties, settlements, and expenses. Included without limitation within "Charges" are interest and reasonable attorney's fees assessed as part of any such item, and amounts for alleged violations of sedimentation, pollution or other environmental or pollution laws and regulations, transpiration, deposit, or delivery of the items or materials that are the subject of this contract.

(3) Limitations of Licensee's Obligation: This Section 8 shall not require the Licensee to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from negligence, in whole or in part, of Indemnitees.

(4) Nothing in this Section 8 shall affect any warranties in favor of the Licensor that are otherwise, provided in this contract. This Section 8 is an addition to and shall be construed separately from any other indemnification provisions that may be in this contract.

9. DAMAGE TO OR DESTRUCTION OF THE SITE: In the event the Site or any part thereof is damaged or destroyed by the elements or by any other cause, Licensor may elect to repair, rebuild, or restore the Site, or any part thereof, to the same condition as it was immediately prior to the casualty. In such event, the payments required herein shall cease as of the date of casualty until the Site, in Licensee's opinion, is restored to a usable condition for Licensee's operation. The rental payment for the rental payment for the year in which such damage or destruction occurs shall be reduced by 1/365 for each day the Site is unusable for over thirty (30) days. If Licensor chooses not to repair, restore or rebuild the Site, Licensor shall send Licensee a Notice of Cancellation of this Agreement within thirty (30) days of the casualty. If Licensor fails to give Licensee notice of its intention to repair the Site within such thirty (30) day period, or in the event that Licensor fails to repair the Site in full within ninety (90) days after the date of the casualty, Licensee may terminate this Agreement by giving written notice thereof to Licensor within five (5) days of the expiration of such thirty (30) day or ninety (90) day period, as the case may be. If this Agreement is canceled, the payments required herein shall terminate as the date of casualty. Licensor shall not be responsible or liable to Licensee for any loss, damage or expense that may be occasioned by, through, or in connection with, any acts or omissions of other licensees or tenants occupying the Site, for any structural or power failure at or of the Site, or for the destruction or, or damage to, the Site.

Licensor agrees to indemnify, defend and hold harmless Licensee, its successors and assigns, from and against any and all liens, claims, causes of action, losses, damages, liabilities, demands, fine, penalties and expenses (including reasonable attorneys' fees and expenses) suffered or incurred by Licensee as a result of any condition at the Site involving Environmental Laws or Hazardous Materials which existed on or arose during the term of this Agreement except that caused by Licensee's negligence.

10. INSURANCE:

- (a) Licensee shall keep in full force and effect during the Term of this Agreement a comprehensive general liability insurance policy, including blanket contractual and completed operations coverage with limits of liability of at least two million dollars



(\$2,000,000.00) in respect to bodily injury, including death, arising from any one occurrence, and two million dollars (\$2,000,000.00) in respect of damages to property arising from any one occurrence. Said insurance policy shall be endorsed to include Licensor as an additional insured and shall provide that Licensor will receive at least thirty (30) days prior written notice of any cancellation or material change in such insurance policy. Licensee shall, prior to the installation of the Equipment, furnish to Licensor a certificate of insurance confirming that the insurance coverage as specified herein is in full force and effect. Licensee shall indemnify, defend and hold harmless the Indemnitees from and against any and all losses, cost, liabilities, damages, judgments, and expenses (including attorney fees) in connection with resulting from bodily injury or death of any person, or from damage to any property sustained by any person, including Licensee, caused by or arising from any operations at the Site by Licensee or Licensee's contractors, agents, invitees, visitors, servants or employees, including but not limited to, the installation, removal and maintenance of the Equipment and other improvements.

(b) Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company carrying insurance for Licensee, or failure of any such insurance company to pay claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve Licensee from any obligations under this Agreement.

11. **TAXES:** Licensee shall pay annually an amount equal to any increase in real estate taxes, if any, directly attributable to any improvement to the Site. If such tax is paid by Licensor, Licensee shall reimburse Licensor for the amount of any such tax payment within sixty (60) days of receipt of sufficient documentation indicating the amount paid and the calculation of Licensee's pro rata share; such documentation shall be deemed sufficient only if it definitively evidences that portion of the tax increase arising directly out of the improvement. Upon written request by Licensee, Licensor shall furnish evidence of payment of all taxes.

12. **END OF AGREEMENT - EQUIPMENT:** Licensor agrees that no part of the Equipment or improvements constructed, erected, or placed by Licensee on the Tower shall be considered as being affixed to or a part of the Tower and further agrees that all Equipment and improvements of every kind and nature constructed, erected, or placed by Licensee on the Tower shall be and remain the property of Licensee.

13. **STORAGE:** The Licensee will not locate any building on the Site. However, Licensee may construct its equipment base station on the Site, which will remain the property of the Licensee at the expiration of this Agreement and must be promptly removed, unless given to and accepted by the Licensor by written agreement. Any equipment, cabinets or other Storage left at the Site shall be enclosed within a fence, with plans for such fence approved by the Licensor prior to construction.

14. **NOTICES:** All notices required to be given hereunder shall be given in writing, sent by certified or registered mail to the respective addressees of the parties as set forth herein, or at such other address as may be subsequently designated in writing by either party. Notice given by mail shall be deemed given three days after the date of mailing.

Licensee's address for notice purpose is:

SprintCom, Inc.  
Director-Network Real Estate  
1200 Main Street  
Kansas City, Missouri 64105

copy to: Sprint Spectrum L.P.  
2321 Crabtree Blvd.  
Raleigh NC 27604

Licensor's address for notice purposes is:

Town of Angier  
PO Box 278  
Angier NC 27501

Attention: Town Administrator

15. **DEFAULT AND REMEDIES:** In the event of Licensee's default hereunder, including but not limited to (1) the failure to pay fees, additional fees or other payments set forth herein when due, and Licensee's failure to cure same within ten (10) days after receipt of notice of such failure from Licensor; (II) abandonment of either the Equipment or that portion of the Site upon which the Equipment was installed; (III) the filing of any case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to Licensee; or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to Licensee or its debts, or (IV) the making by Licensee of an assignment or any other arrangement for the general benefit of creditors under any state statute, Licensor shall be entitled at Licensor's option to terminate this Agreement and to remove all Licensee's Equipment, improvements or personal property located at the Site at Licensee's cost and expense. In the event that Licensor should, as a result of Licensee's default, incur any costs or expenses on behalf of Licensee or in connection with Licensee's obligations hereunder, such sums shall, upon rendering of an invoice, be immediately due from Licensee to Licensor as an additional fee hereunder.

16. **REGULATIONS AND ASSIGNMENT BY LICENSEE:** This Agreement is made subject to all local, State of North Carolina and Federal laws, rules and regulations now or hereafter in force, and shall not be modified, extended or terminated (other than as set forth herein) except by an instrument duly signed by Licensor and Licensee. Waiver of a breach of any provision hereof shall not constitute a waiver of any subsequent breach of such provision, or of a breach of any other provision of this Agreement. This Agreement or any rights hereunder may not be assigned, transferred or otherwise encumbered by Licensee to anyone without prior written consent of Licensor. AS a condition of such assignment, the assignee must agree in writing in a document satisfactory to Licensor to assume all of Licensee's obligations under this Agreement. The Licensor, in its sole discretion, may refuse to allow assignment. Licensee may, however, assign or sublet, with thirty (30) days written notice to Licensor, to any party controlling, controlled by or under common control with Licensee.

17. **SAFETY:** Any construction or routine maintenance on the property by employees or contractors of Licensee shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of person or property or to protect them from damage, injury, or loss. Licensee shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with construction and routine maintenance of communications equipment on or adjacent to the tank/Tower.



18. **BINDING ON SUCCESSORS:** The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of the parties hereto.

19. **GOVERNING LAW:** The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of North Carolina.

20. **ENTIRE AGREEMENT:** All of the representatives and obligations of the parties are contained herein, and no modification, waiver or amendment to this Agreement or of any of its conditions or provisions shall be binding upon a party, unless it is a subsequent modification agreed to in writing by the parties.

21. **HEADINGS:** The heading of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections or subsections.

22. **SEVERABILITY:** If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of the Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid or enforceable to the fullest extent permitted by law.

23. **FURTHER ASSURANCES:** Each of the parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm this Agreement in the manner contemplated hereby.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.


LICENSOR:

TOWN OF ANGIER

By:   
Its: Mayor  
Federal Tax ID No.: 56-6001165

Date: 10-20-97

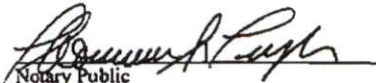
ATTESTED BY:

By:   
Title: Town Clerk  
For: Town of Angier

LICENSOR NOTARY BLOCK:

North Carolina  
Wake County

I, Thomas S Taylor, a Notary Public for the County and State aforesaid, do hereby certify that Jean Matthews personally appeared before me this day and acknowledged that she is the Town Clerk for the Town of Angier and that by authority duly given, the foregoing agreement was signed in its name by its Mayor, sealed with its corporate seal and attested by her as its Town Clerk. Witness my hand and official seal this 20<sup>th</sup> day of OCT, 1997.

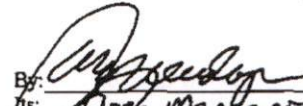
  
Notary Public

My commission expires: 7/6/99

CONSTCO

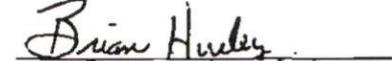
LICENSEE:

SPRINTCOM, INC., a Kansas Corporation

By:   
Its: Area Manager

Date: 12/4/97

ATTESTED BY:

By:   
Title: Property Specialist  
For: SprintCom, Inc.

LICENSEE NOTARY BLOCK:

State of: North Carolina  
County of: Durham

I, Lisa Painter, a Notary Public for the County and State aforesaid, do hereby certify that Wendy Mendoza personally appeared before me this day and acknowledged that he/she is Area Manager ~~Secretary/Assistant Secretary~~ of Sprintcom, Inc. a Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Area Manager sealed with its corporate seal, and attested by ~~him/her as its Secretary/Assistant Secretary~~. Witness my hand and official seal this 4<sup>th</sup> day of December 1997.

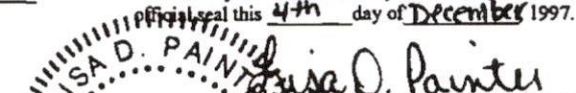
  
Notary Public  
NOTARY  
My commission expires: 6/19/02  
PUBLIC  
DURHAM COUNTY, N.C.

EXHIBIT 2  
LEASE AND LICENSE AGREEMENT  
(Dora Street Water Tower)

Site situated in the City of Angier, County of Harnett, State of North Carolina commonly described as follows:

Legal Description:

BOOK 256 Page 540

"These certain lots or parcels of land lying and being in the Town of Angier and bounded as follows, to-wit: BEGINNING at a point the Southeast corner of Lot No. 23 of the Dora Williams sub-division, and in the north line of Dora Street, and runs Northerly and with the line of said Lot #23, 150 feet to a stake corner, in the South line of Lot #21, of said sub-division; thence Easterly and parallel with the North line of Dora Street 60 feet to a stake; southeast corner of Lot #22 of said sub-division; thence Southerly and with the margin of the said line 150 feet to a stake corner in the North margin of Dora Street; thence Easterly and with the North margin of Dora Street 78 feet to the point of beginning, and embraces and includes lots 23 and 24 as shown by a plat and blue print made by A. N. Gregory, Surveyor, November 20, 1927, and filed of record in that certain special proceeding in the Clerk's office of Harnett County entitled "In the matter of L.D. Williams, J. Eddie Williams and others" which is numbered 2289 on the Special Proceeding Docket of said Clerk's office. The said plat and blue print is also recorded in the office of Register of Deeds of Harnett County in Map Book #3, page 100, reference to which and the record thereof as well as said special proceeding, is hereby made for a more full, complete and accurate description of said two lots of land."

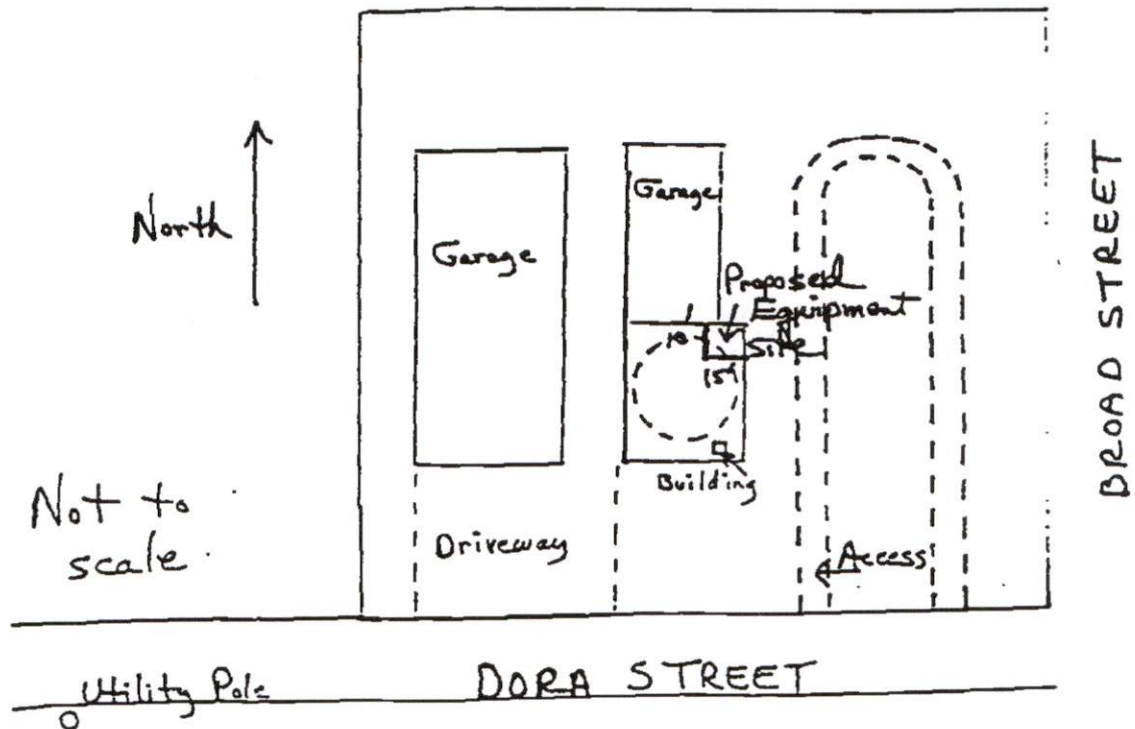
BOOK 259 Page 45

"It being a lot of land lying on the west side of the Durham & Southern Railway and on the North side of Dora Street in the Town of Angier, being a lot of land 40 x 150 feet square, and designated as lot #25 on the map and blue print made by A. N. Gregory on November 20th, 1927, and as file in that Special Proceeding of record in the office of the Clerk Superior Court of Harnett County entitled "In the matter of L.D. Williams, J. Eddie Williams and wife, Eula Williams, and others", it being numbered on the Special Proceeding Docket 2289 to which said special proceeding and the record thereof, as well as the record of said plat as will appear of record in the office of Register of Deeds of Harnett County, reference is hereby made for a full, complete and accurate description of the said lot of land herein and hereby conveyed".

EXHIBIT 2  
LEASE AND LICENSE AGREEMENT  
(Dora Street Water Tower)

Site situated in the City of Angier, County of Harnett, State of North Carolina commonly described as follows:

Sketch of Site:







## LEASE MANAGEMENT FORM

Is this a REVISED form?

No

Date submitted:

12/17/97

(If yes - indicate revisions with an "astensk")

<b>Activation Authorization:</b>		<b>For AP use only:</b>	
Requested by:	Brian Hurley <small>Print name</small>	Property Specialist	Vendor ID#:
Telephone #:	(919) 755-1348 <small>Number to call for Questions</small>	Ext:	Contract ID#:
Authorized by:	Michael Bjorklund <small>Print name</small>	Title: Property Manager <small>Mgr. level or above required</small>	G/L Bus. Unit #:
Authorized signature		Input completed: <small>Initials &amp; date</small>	

<b>Leased Property Identification:</b>			
Cell Site Cascade #:		Tower ID per Vendor:	
RA03XC029a2 <small>9 digit Cascade #</small>			
Property Address:		MTA/BTA Office:	
1 Dora Road <small>Street Address</small>			
Angier <small>City</small>	NC <small>State</small>	Longitude/	78-44-23.307
27501 <small>Zip code</small>	Wake <small>County</small>	Latitude:	35-30-47.326

<b>Vendor Data:</b>		Federal Tax ID:	
Name:	Town of Angier <small>Payee's name</small>	56-6001165 <small>9-digit Soc. Sec # or Federal Tax #</small>	
Vendor's name (cont.)		Note: Since Federal Law requires that we have a Form W-9 on file, A SIGNED FORM W-9 MUST BE INCLUDED WITH THIS FORM.	
Mailing Address:	PO Box 278 <small>Street Address or PO Box</small>		
Address (cont.)			
Angier, NC 27501 <small>City, State, Zip</small>		Vendor Phone #:	919-639-2071

<b>Mailing Instructions:</b>			
First check: Overnight?	Yes	Send to MTA? Yes	Note: Vendor's Phone # and street address are both required to "Overnight" to Landlord.
All other recurring payments:		Send to MTA? No	
Payments will be issued 5 business days before due date unless otherwise indicated:			

<b>Financial Statements and Management Reporting:</b>	
G/L Account #:	500201
Department/Cost Center #:	40609
Project #:	5500000009

<b>Lease Payment Increases:</b>	
Specific Dollar amount increases?	Per _____
Specific % Rate increases?	Three (3) percent Per Year
Change in Consumer Price Index (CPI) is calculated from _____ / _____ to _____ and every _____ thereafter.	
<b>**Input Notice**</b> See "Users Guide" if minimum CPI increase is 3% or more. Is a minimum % increase required? _____ CPI increase limited to a maximum? _____ If CPI increase is NOT "CPI-W, Urban Wage Earners & Clerical Workers, US City Avg (1982-84=100) then describe: _____	

<b>Comments:</b>

**Rent Steps:**

**Lease Payment Terms:**

Recurring Pmt.?: Yes ☒ No ☐

Commencement date: 1/1/98

Expiration date of first term: 12/31/02

Term length: Five (5) Years

Expiration date of final automatic term renewal: 12/31/22

(For optional term renewals - see "Optional Term Renewals" below)

Are pmts monthly? Yes ☒ No ☐

Total # of Monthly Pmts: \_\_\_\_\_

Are pmts annual? Yes ☐ No ☐

Total # of Annual Pmts: \_\_\_\_\_

Are pmts "Other"? Yes ☐ No ☐

Total # of "Other" lease Pmts: \_\_\_\_\_

Describe: Mthly, Semi-Annual, Bi-Annual, Multiple Years, etc.

**Initial Rent pmt / Pro-Rated Rent:**

Calculated from: \_\_\_\_\_ to \_\_\_\_\_  
Date Date Amount Due Date

Term length		Amount		Due Date
Start date	End date	Monthly, Annual, Other	per Payment	
Automatic Term Renewals				
1	1/1/98		1,000.00	12/31/97
2	1/1/99		1,030.00	12/31/98
3	1/1/00		1,060.90	12/31/99
4	1/1/01		1,092.73	12/31/00
5	1/1/02		1,125.51	12/31/01
6	1/1/03		1,159.27	12/31/02
7	1/1/04		1,194.05	12/31/03
8	1/1/05		1,229.87	12/31/04
9	1/1/06		1,266.77	12/31/05
10	1/1/07		1,304.77	12/31/06
11	1/1/08		1,343.92	12/31/07
12	1/1/09		1,384.23	12/31/08
13	1/1/10		1,425.76	12/31/09
14	1/1/11		1,468.53	12/31/10
15	1/1/12		1,512.59	12/31/11
16	1/1/13		1,557.97	12/31/12
17	1/1/14		1,604.71	12/31/13
18	1/1/15		1,652.85	12/31/14
19	1/1/16		1,702.43	12/31/15
20	1/1/17		1,753.51	12/31/16

**Optional Term Renewals**

Commencement date of first optional term: \_\_\_\_/\_\_\_\_/\_\_\_\_

Expiration date of first optional term: \_\_\_\_/\_\_\_\_/\_\_\_\_

Expiration date of final optional term: \_\_\_\_/\_\_\_\_/\_\_\_\_

Term length: \_\_\_\_\_

Term length		Amount		Due Date
Start date	End date	Monthly, Annual, Other	per Payment	
1	____/____/____			____/____/____
2	____/____/____			____/____/____
3	____/____/____			____/____/____
4	____/____/____			____/____/____

**Other Lease Terms:**

Are payments "in advance?"

Yes

Are there any other active leases for this property?

No

Describe: \_\_\_\_\_

Does lease agreement include:

Refundable Security Deposit?

No

Amount: \_\_\_\_\_

Signing Bonus?

No

Amount: \_\_\_\_\_

Barter (non-cash) transaction?

No

Describe: \_\_\_\_\_

Construction costs?

No

Amount: \_\_\_\_\_

Other

No

Describe: \_\_\_\_\_

Does Sprint PCS assume direct payment responsibility for any or all of the following (describe):

Property Taxes

Yes

Sprint shall pay annually an amount equal to any increase in real estate taxes

Insurance

Yes

Describe: Sprint shall keep in force a comprehensive general liability policy

Utilities

Yes

Describe: Sprint shall pay all necessary utilities for operation of the site

Other (describe)

No

Describe: \_\_\_\_\_

Finance/E&O Approval:

Robin Bolton, Finance Manager

Signature and date



## SUBSTITUTE

Form W-9 - RA03XC029-A2: Dora Road Walk

Request for Taxpayer Identification Number and Certification

Give this form to the Requester. DO NOT send to the IRS.

Requester's name and address (optional):

SpintCom, Inc.  
2321 Crabtree Boulevard  
Raleigh, NC 27604

Fax Number:

Taxpayer's name, address, etc.:

Name(s) (if joint names, list first and circle the name of the person or entity whose number you enter in Part I below:

Business Name

The Town of Angier, North Carolina

Address (number, street, and apt or suite number)

P.O. Box 278

City, State and ZIP code

Angier, NC 27501

Please check appropriate box:

Individual/Sole Proprietor

Corporation

Partnership

Other (describe):

## Part I:

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions. For other entities, it is your employer identification number (EIN).

OR

56-6001165

Social Security Number(s)

(9-digits: ###-##-####)

Employer Identification Number

(9-digits: ##-##-####)

## Part II:

For Payees Exempt From Backup Withholding (See Part II Instructions on page 2)

## Part III:

Certification

Under penalties of perjury, I certify that

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because (A) I am exempt from backup withholding, or (B) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or

(C) the IRS has notified me that I am no longer subject to backup withholding.

You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For Mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Sign Here:

Signature(s):

*Angier A. Taylor*

Phone: 919 639-2071

FAX #: 639-6130

For Internal Use Only:

Lease Vendor

Vendor #:

For tax reporting purposes, we must know whether payments

are for leases or invoices.

Note: complete instructions for filling out this form are provided by the Internal Revenue Service and will not be duplicated here. Please contact your nearest IRS Center for "Instructions for the Requester of Form W-9"



LYNCH, EATMAN & TWIDDY, L.L.P.

LAWYERS  
SUITE 195, CAROLINA PLACE  
2626 GLENWOOD AVENUE  
RALEIGH, NORTH CAROLINA 27608  
919/571-3332  
FAX 919/571-9983

MARIA M. LYNCH \*  
JEROME R. EATMAN, JR.  
CURTIS A. TWIDDY  
KATHERINE B. WILKERSON

\*Board Certified Specialist in Estate  
Planning and Probate Law

MAILING ADDRESS:  
POST OFFICE BOX 30515  
RALEIGH, NC 27622-0515

March 13, 2000

Shelby Lusk  
Sprint PCS  
1357 Hembree Road, Suite 100  
Roswell, GA 30076

Re: Dora Road Water Tank Site - RA03XC029-A2

Dear Shelby:

I have been advised by Tom Taylor, Town Administrator for the Town of Angier that the Town is unwilling to sign the Memorandum of Lease and License Agreement for this site. He advised me that they had difficult dealings with Sprint during the Phase One negotiation process. Accordingly, I have reviewed the Lease Agreement and there is no requirement for a Memorandum to be recorded. However, since the Lease Agreement has been fully notarized, we can record it provided you have the original in your possession. Please let us know how you wish to proceed.

Very truly yours,



Katherine B. Wilkerson

KBW:syb

Cascade ID:	RA03XC029 A2
File Section:	3M
Dept/Section No.	

## Notice

The original Lease and the Lease Summary Sheet agreement for site RA03XC029 is located in the fireproof file cabinets in the RF Map Room. Please see the Property Admin with any questions.

Site Number: RA03XC029

# AMENDMENT 1



Site Name: DORA ROAD WATER TOWER

Site ID #: RA03XC029

**AMENDMENT NO. 1 TO Lease and License Agreement**

This Amendment No. 1 to Lease and License Agreement (this "**Amendment**"), effective as of the date last signed below ("**Effective Date**"), amends a certain Lease and License Agreement between SprintCom, Inc., a Kansas Corporation ("**Licensee**") and the Town of Angier ("**Licensor**"), dated December 4, 1997, (the "**Agreement**").

**BACKGROUND**

WHEREAS, Licensee desires to modify its installation on the Site by adding or swapping out antennas and other equipment to the Facilities, as more particularly described in Exhibit 2A annexed hereto, and Licensee and Licensor desire to modify the provisions of the Agreement as provided below.

**AGREEMENT**

For good and valuable consideration the receipt and sufficiency of which are acknowledged, Licensor and Licensee agree as follows:

1. **Modification to the Facilities.** Exhibit 2 to the Agreement is hereby amended to include the modifications identified on Exhibit 2A, a copy of which is attached and made a part hereof. Exhibit 2A supplements Exhibit 2 to the Agreement, and shall not be deemed to supersede or otherwise modify Exhibit 2 or any part thereof except to the extent specifically set forth in Exhibit 2A. Upon full execution of this Amendment, Licensee is permitted to do all work necessary to prepare, maintain and alter the Site to install or otherwise modify the Facilities, all as more fully described and contemplated in Exhibit 2A.

2. **Frequency Use.** Provided that any frequencies used by Licensee will not cause interference with the properly licensed and permitted pre-existing frequencies in use or in operation at the Facilities and notwithstanding anything to the contrary contained herein, Licensee may operate the Facilities at any frequencies for which it has all requisite permits, leases or licenses.

3. **Modification to Rent.** As additional consideration for the modification and other rights set forth in this Amendment, commencing December 4, 2013 (the anniversary date of the Lease) the annual rent shall be \$27,600.00, payable at a rate of \$2,300.00 per month. The annual rent shall increase 3% per annum on each subsequent anniversary of the Lease as provided in the Lease.

4. **Notice Address.** The notice addresses in Section 14 of the Agreement for the party or parties listed below are hereby deleted in their entirety and replaced with the following:

To Licensor: Town of Angier  
PO Box 278  
Angier NC 27501  
ATTN: Town Administrator

To Licensee: Sprint/Nextel Property Services  
Sprint Site ID: RA03XC029  
Mailstop KSOPHT0101-Z2650  
6391 Sprint Parkway  
Overland Park, Kansas 66251-2650

With a mandatory copy to: Sprint/Nextel Law Department  
Sprint Site ID: RA03XC029  
Mailstop KSOPHT0101-Z2020  
6391 Sprint Parkway  
Overland Park, Kansas 66251-2020  
Attn.: Real Estate Attorney

5. **General Terms and Conditions.**

- a. All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.
- b. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions herein will control. Except as set forth below, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.
- c. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.
- d. Each of the parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

**\*\*\*SIGNATURES ON FOLLOWING PAGE\*\*\***

The parties have executed this Amendment as of the Effective Date.

**Licensor:**  
Town of Angier

By:

R. H. Ellington

Printed Name:

R H Ellington

Title:

MAYOR

Date:

12-3-13

**Licensee:**  
SprintCom, Inc., a Kansas Corporation

By:

Joseph H. Morgan, Jr.

Printed Name:

Joseph H. Morgan, Jr.  
Site Development Manager

Title:

\_\_\_\_\_

Date:

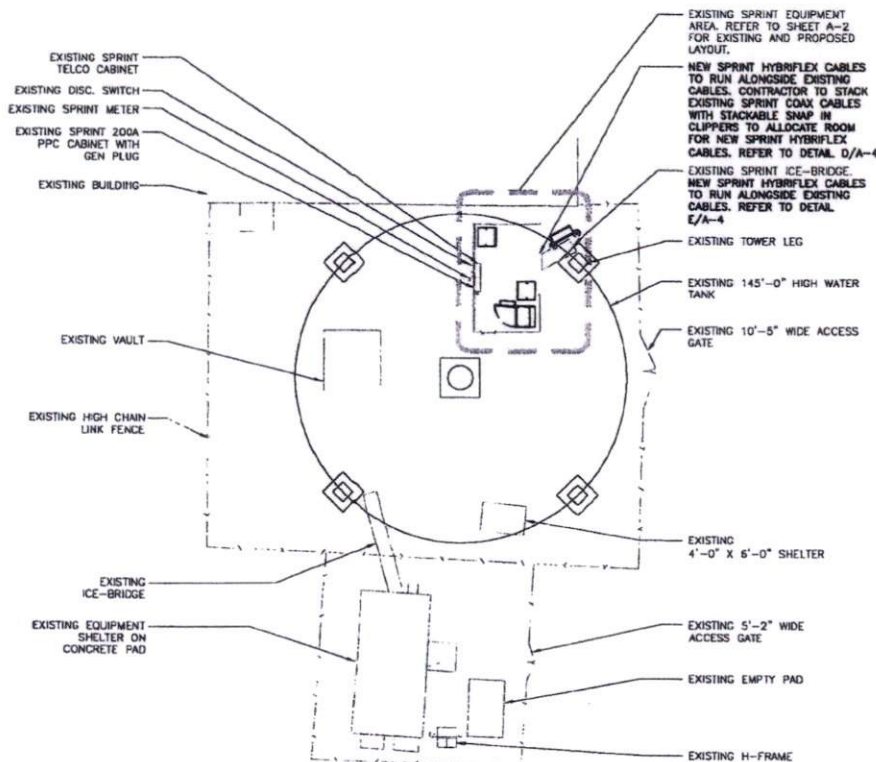
1/23/14



**Exhibit 2A**

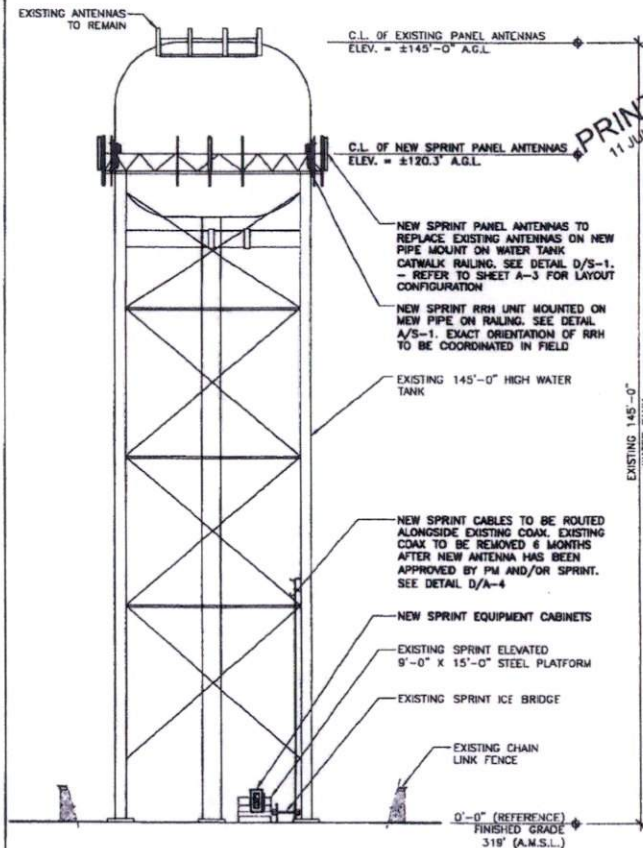
**[see attached]**

# EXHIBIT 2A



**3RD PARTY INSPECTIONS:**  
CONTRACTOR SHALL BE RESPONSIBLE FOR HIRING ALL 3RD PARTY SPECIAL INSPECTIONS AS REQUIRED BY MUNICIPALITY

**COMPOUND PLAN**  
1/4" = 1'-0" (BASED ON 22" x 34" PAPER)  
1/8" = 1'-0" (BASED ON 11" x 17" PAPER)



**NOTE:**  
NO WORK SHALL COMMENCE WITHOUT THE APPROVED TOWER/ANTENNA MOUNT STRUCTURAL ANALYSIS REPORT SIGNED AND SEALED BY A LICENSED PROFESSIONAL ENGINEER UNDER SEPARATE COVER. IF REQUIRED, THE CONTRACTOR SHALL MODIFY TOWER AND/OR ANTENNA MOUNTS AS INDICATED IN THE ABOVE MENTIONED STRUCTURAL REPORT OR ASSOCIATED MODIFICATION DESIGN DRAWINGS.

**TOWER PROFILE**  
1/16" = 1'-0" (BASED ON 22" x 34" PAPER)  
1/32" = 1'-0" (BASED ON 11" x 17" PAPER)



Professional Certification:

**PRINTED 11 JULY 2012**

**ROBERT JERRY LARA**  
REGISTERED ARCHITECT  
9871  
NORTH CAROLINA  
STATE OF NORTH CAROLINA  
RA#9871

No.	Date	Action
0	07/11/12	ISSUED FOR PERMIT
A	05/11/12	ISSUE CD SUBMITTAL

Client:

**Sprint**  
Network VISION MEETS Launch  
3601 GATEWAY CENTER BLVD  
MORRISVILLE, NC 27560  
MOBILE PH: 1-800-485-1000

Implementation Team:

**Alcatel-Lucent**

88 AVIATION PARKWAY, SUITE 700  
MORRISVILLE, NC 27560  
PHONE (919) 485-0801

A/E Consultant:

**MH**  
**MORRISON HERSHFIELD**  
804 COT CAMANO DRIVE, SUITE 145  
CHARLOTTE, NC 28203  
TEL: 704.547.5230 FAX: 704.547.5231  
www.morrisonhershfield.com

Project:

**DORA RD. WATER TOWER  
RA03XC029**  
1 DORA STREET WEST  
ANCHER, NC 27901

Drawing Title:

**COMPOUND PLAN &  
TOWER PROFILE**

Project No.	Revision	Date	Drawn By	Checked By	Client Approval
6113141	0	05/08/12	MS	RL	

Issue No. 0

Drawing No. A-1

## AMENDMENT 2



This Amendment No. 2 to Lease and License Agreement (this "**Amendment**"), effective as of the date last signed below ("**Effective Date**"), amends a certain Lease and License Agreement between SprintCom, Inc., a Kansas Corporation ("**Licensee**") and the Town of Angier ("**Licensor**"), dated December 4, 1997, as amended by Amendment No. 1 to Lease and License Agreement dated January 23, 2014 (the "**Agreement**").

WHEREAS, Licensee desires to modify its installation on the Site by adding or swapping out antennas and other equipment to the Facilities, as more particularly described in Exhibit 2B annexed hereto, and Licensee and Licensor desire to modify the provisions of the Agreement as provided below.

1. **Modification to the Facilities.** Exhibit 2A to the Agreement is hereby amended to include the modifications identified on Exhibit 2B, a copy of which is attached and made a part hereof. Exhibit 2B supplements Exhibit 2A to the Agreement, and shall not be deemed to supersede or otherwise modify Exhibit 2A or any part thereof except to the extent specifically set forth in Exhibit 2BA-2. Upon full execution of this Amendment, Licensee is permitted to do all work necessary to prepare, maintain and alter the Site to install or otherwise modify the Facilities, all as more fully described and contemplated in Exhibit 2B.

2. **Frequency Use.** Provided that any frequencies used by Licensee will not cause interference with the properly licensed and permitted pre-existing frequencies in use or in operation at the Facilities and notwithstanding anything to the contrary contained herein, Licensee may operate the Facilities at any frequencies for which it has all requisite permits, leases or licenses.

3. **Modification to Rent.** As additional consideration for the modification and other rights set forth in this Amendment, commencing December 4, 2014 (the anniversary date of the Lease) the annual rent shall be \$35,000.00, payable at a rate of \$2,916.67 per month. The annual rent shall increase 3% per annum on each subsequent anniversary of the Lease as provided in the Lease.

4. **Notice Address.** The notice addresses in Section 14 of the Agreement for the party or parties listed below are hereby deleted in their entirety and replaced with the following:

To Licensor: Town of Angier  
PO Box 278  
Angier, NC 27501  
Attn: Town Administrator

To Licensee: Sprint/Nextel Property Services  
Sprint Site ID: RA03XC029  
Mailstop KSOPHT0101-Z2650  
6391 Sprint Parkway  
Overland Park, Kansas 66251-2650

With a mandatory copy to: Sprint/NexTel Law Department  
Sprint Site ID: RA03XC029  
Mailstop KSOPHT0101-Z2020  
6391 Sprint Parkway  
Overland Park, Kansas 66251-2020  
Attn.: Real Estate Attorney

5. **General Terms and Conditions.**

(a) All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.

(b) In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions herein will control. Except as set forth below, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.

(c) This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

(d) Each of the parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

**\*\*\*SIGNATURES ON FOLLOWING PAGE\*\*\***

The parties have executed this Amendment as of the Effective Date.

**Licensors:**

Town of Angier

By:

R.H. Ellington

Printed  
Name:

R.H. Ellington

Title:

MAYOR

Date:

12-10-14

**Licensee:**

SprintCom, Inc., a Kansas Corporation

By:

C. Heath McCall

Printed  
Name:

C. Heath McCall

Title:

Market Manager

Date:

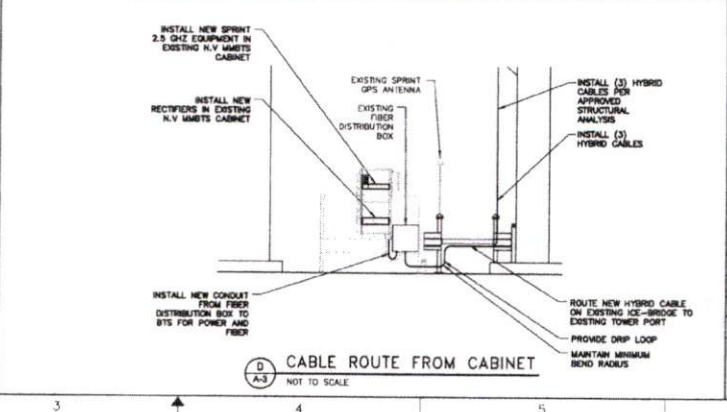
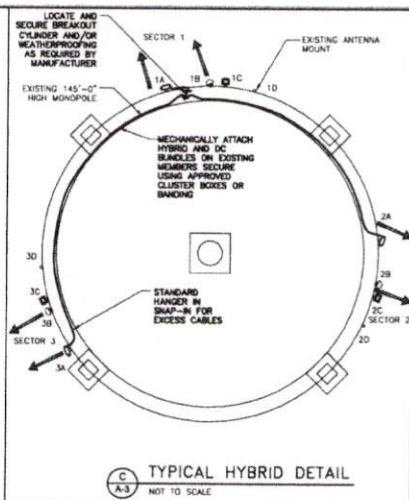
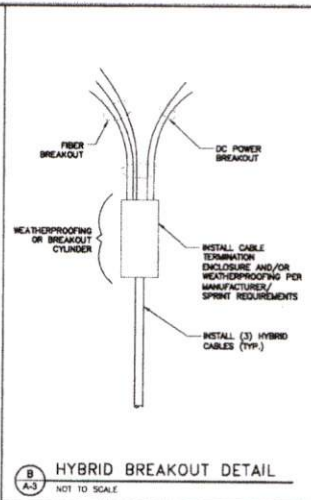
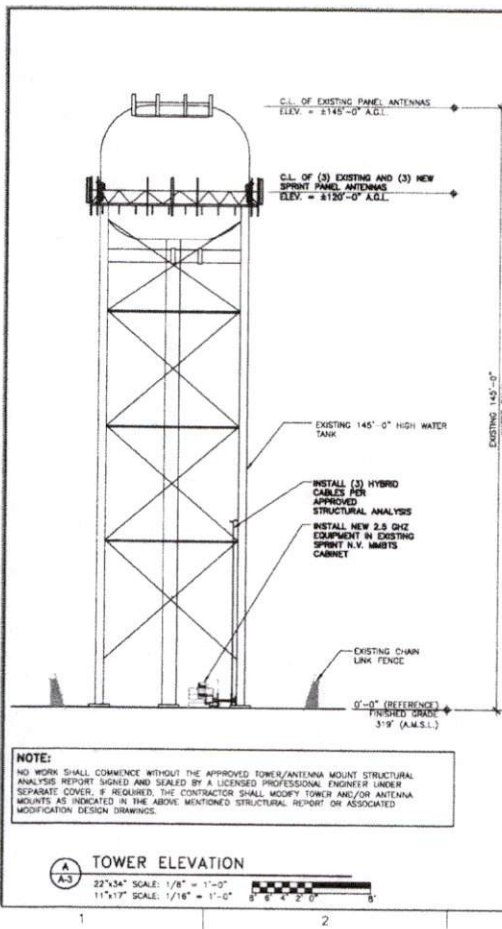
12-4-14



Exhibit 2B

[see attached]





**Professional Certification:**  
NORTH CAROLINA PROFESSIONAL ENGINEER  
SEAL 031105  
YAN WANG  
PROFESSIONAL ENGINEER  
NORTH CAROLINA 031105

**Client:**  
Sprint

**A/E Consultant:**  
MORRISON HERBESFIELD  
1000 WEST GARDEN STREET, SUITE 100  
DURHAM, NC 27701  
TEL: 919.486.8800 FAX: 919.486.8801

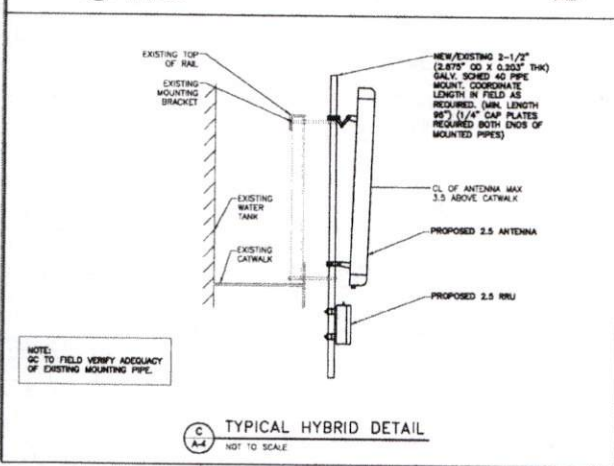
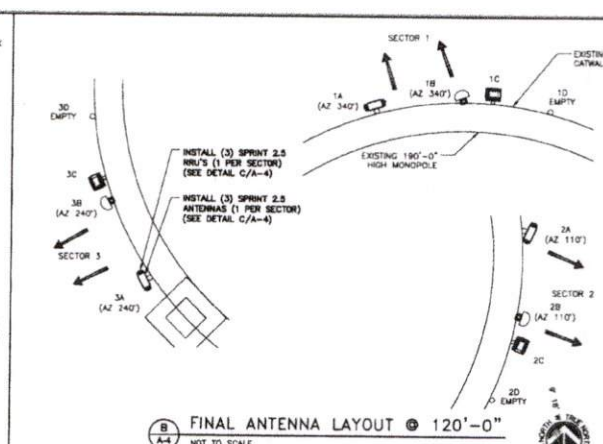
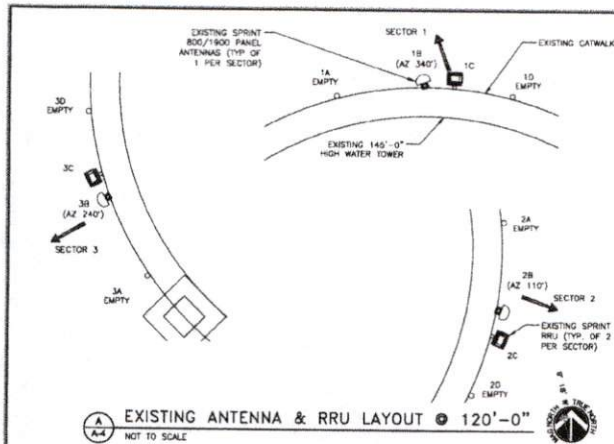
**Project:**  
DORA RD. WATER TOWER  
RA03XC029-B  
1 W DORA STREET  
ANGIER, NC 27501

**Drawing Title:**  
TOWER ELEVATION AND CABLE PLAN

Project No. 7130033	Date 06/13/14
Designer CD	Checker SP
Drawn By BS	Client Approval
PD Reason JD	
Issue No. 0	Sheet No. A-3

MADE IN ACCORD WITH 1 OF 1 OF 1 OF 1





**Professional Certification:**

**NORTH CAROLINA PROFESSIONAL ENGINEER**

SEAL 031105

YAN WANG  
PROFESSIONAL ENGINEER  
NORTH CAROLINA  
031105

No.	Date	Action
D	10/05/14	ISSUED FOR PERMIT
A	06/25/14	ISSUED FOR REVIEW

Client:

**Sprint**

A/E Consultant:

**MORRISON HERBSPFIELD**  
4000 Old Highway 100, Suite 100  
Charlotte, NC 28203  
TEL: 704.486.8800 FAX: 704.486.8801  
www.morrisonherbfield.com

Project:

**DORA RD. WATER TOWER  
RA03XC029-B  
1 W DORA STREET  
ANGIER, NC 27801**

Drawing Title:

**ANTENNA LAYOUT & MOUNTING DETAILS**

Project No.	Date
71306033	06/12/14

Drawn By	Checked By
BS	CO/RL

Per Station	Client Approval
AD	

Issue No.	Drawing No.
0	A-4

Scale: 1/8" = 1'-0"



## Board of Commissioners Agenda Report

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

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**MEETING DATE:** Tuesday, November 1, 2022  
**PREPARED BY:** William Dreitzler, P.E., Town Engineer  
**ISSUE** Updated System Development Fee – HB-436  
**CONSIDERED:**  
**DEPARTMENT:** Public Works

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**SUMMARY OF ISSUE:** HB-436 was ratified by the General Assembly on June 29, 2017. The law changed the way municipalities could collect utility fees associated with new development. The law required a Study be prepared such that the new System Development Fees (SDF) were justified based on the individual municipalities utility system. The Town is required to update the SDF at a minimum every 5-years. Therefore, the update should be reflected in the 2023-2024 Rate and Fee Schedule. Envirolink prepared the Town's initial SDF analysis and has submitted a proposal to prepare the update. The process can be time consuming which is why staff is recommending we proceed with the update.

**FINANCIAL IMPACT:** The Envirolink proposal to prepare the SDF update is for a fee of \$15,000. The update is a budgeted item that will come from the Utility Fund. The proposed budget for the update was \$15,000.

**RECOMMENDATION:** Authorize the Town Manager to execute the Envirolink Fee Proposal to update the System Development Fee analysis in the amount of \$15,000.

**REQUESTED MOTION:** Motion to approve the Envirolink Fee Proposal to update the System Development Fee analysis in the amount of \$15,000.

**REVIEWED BY TOWN MANAGER:** yes

**Attachments:**

1. Envirolink Fee Proposal
2. Session Law 2017, HB-436

**Proposal**

**Town of Angier**

**Update System Development Fee  
HB-436**

**Harnett County, North Carolina**

PRESENTED BY:



**ENVIROLINK**

**September 29, 2022**

*USE AND DISCLOSURE OF DATA – This Proposal includes data that shall not be disclosed and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this Proposal. However, if a Contract is awarded to this Offeror because of – or in connection with – the submission of these data, client shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting Contract. The restriction does not limit client's right to use information contained in these data if they are obtained from another source without restriction.*



## Care

Since 1997, Envirolink has provided water and wastewater operations, maintenance, and management services that give piece of mind to government officials and citizens. We eliminate personnel issues, guarantee compliance, and stretch your dollar. We understand the challenges you face in providing these vital services because we live them every minute of every day. We understand that mistakes can result in unwanted publicity and dissatisfied residents. We spend 100% of our effort on managing these challenges. We will assist you in providing a better, more cost effective services to citizens while continuing to focus on your personnel needs.

## Character

Our communities succeed because we are a vital part of the community and they are a vital part of us. We invite you to become a part of our community and look forward to reviewing this proposal with you.

## Strategic Planning

We help our clients overcome challenges and adversity, including lack of resources; staff retention, turnover, and training; employee bench strength; equipment utilization; changing regulations; and increasing budget demands. Our investment in our people, processes, and equipment allows us to

provide our clients with preventative care, routine operations and maintenance, and 24-hour emergency service.

We are proud to be a 100% American owned business and the Envirolink family takes great pride in working with municipalities throughout North Carolina, Ohio, Tennessee, Alabama and South Carolina.

## Professionalism

Envirolink is headquartered in North Carolina with Regional Centers in Alabama and Ohio. Our presence in the Southeast and Midwest gives us a network of Utility Management and Operations professionals that allow us to provide you with the resources of a team of highly trained professionals while ensuring that we become part of your community.



## **Envirolink Management & Operational Capabilities**

- |                         |                           |                            |
|-------------------------|---------------------------|----------------------------|
| • Certified Operator    | • Meter Reading           | • CCTV                     |
| • Billing               | • Water Conservation      | • Sewer Cleaning           |
| • Customer Service      | • Program Management      | • Vac Truck Service        |
| • Asset Management      | • Rate Analysis           | • Lift Station Cleaning    |
| • Management Consulting | • Construction Inspection | • Uni-Directional Flushing |
| • Operations            | • Sanitary Surveys        | • Utility BMP Audit        |

Envirolink started as an operation firm and has evolved in to a full service utility management company working with hundreds of communities ranging in populations from a few hundred to over 25,000. Our team includes former Utility Directors, Resource Managers, Chemist, Compliance and Safety Specialist, Maintenance Specialist, and Asset Management Professionals. Envirolink's team knows what it takes to manage assets because we do it every day, 365 days a year, 24-hours a day. We have a single purpose that is to:

**Improve the sustainability of communities and the environment through the management of Public Works and Utilities.**

We are committed to providing a superior level of service and management, but also to being an outstanding corporate citizen by remaining a vital and contributing member of the communities we proudly serve. We approach each day enthusiastically embracing the values that allow our staff and client to succeed.

### **Leadership**

Envirolink's management includes seasoned utility management and finance professionals and will provide financial support as necessary to assist Envirolink with its commitments and future responsibilities. Our financial resources enable Envirolink to make investments in our people, equipment, and systems and allow the company to stay on the leading edge of trends in the water and wastewater industry. Envirolink's management team has depth and experience with a broad background of capabilities.

### **Excellence**

Envirolink's investment in equipment allows us to provide an array of maintenance services, making Envirolink the one stop shop for utility operation, management and maintenance. Additionally, with Service Centers across North Carolina, South Carolina, Tennessee, Alabama and Ohio, we can provide prompt response.



## Relevant Experience

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### Town of Middlesex

#### Recent Project 2018

We recently completed a System Development Fee Study for the implementation of HB-436. This required a comprehensive review of audited financial statements, capital asset valuation and analysis of proposed Capital Improvement Plans. Analysis results and recommended System Development Fee completed and presented to Council and approved.

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### Town of Oak Ridge

#### Recent Project 2019

Comprehensive analysis and cost benefit study for implementation of municipal water system. Project required base analysis and ground floor development of cost of implementation, zero base rate development, creation of management and implementation plan, capital valuation review, and complete recommended operating standards and procedures development.

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### Elm City

#### Recent Project 2018

Review production billing and losses. Rate study and policy and procedure review. Comprehensive review of audited financial statement. Review financial and operating expenses and capital improvement plans. Compare project revenue and expense and develop a rate plan and implementation strategy. Address development and capital improvement cost issues Audit billing capacities and outputs.

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### Town of Smithfield

#### Recent Project 2019

We recently completed a System Development Fee Study for the implementation of HB-436. This required a comprehensive review of audited financial statements, capital asset valuation and analysis of proposed Capital Improvement Plans. Analysis results and recommended System Development Fee completed and presented to Council and approved.



## Envirolink's Regional Sites



## Summary of Proposal

Envirolink is pleased to submit to the Town of Angier the enclosed proposal for utility management support. Envirolink has reviewed the available technical data. Envirolink believes that its proposal addresses the services currently needed by the Town of Angier, and that it is ready, willing and able to fulfill the requirements.

Envirolink will provide an analysis and recommendation for the update of the existing Development Fee for new developments to fund costs of such new development, recoup costs of existing facilities or a combination of those cost(s) which would serve new developments based on the requirements of House Bill 436.

## Bench Strength

Envirolink is large enough to serve you with a small company feel, we have the bench strength to manage your utility through employee turnover, so that you never have to worry about "What happens if our operator leaves". We have it covered. With a staff of over 60 employees across the State of North Carolina and additional employees in other states, we have personnel that will be trained on your utility system, so they can step in as needed.

## Our Process

When selected, we will work with your staff to gather available information, so that we can analyze, develop and optimize the recommendation to meet the objectives of your municipality with respect to your financial and business development goals for your existing and future customers.

## **Proposed Services**

Provide an analysis and recommendation for the update of the existing System Development Fee to appropriately fund the costs of such new development, recoup costs of existing facilities or a combination of those cost(s) which would serve new developments based on the requirements of House Bill 436, including, but not limited to:

- uses generally accepted accounting, engineering and planning methodologies;
- documents details and data used for the analysis;
- uses by-in, incremental, marginal costs, or combined cost methods;
- documents application of the methodologies;
- identifies assumptions and limiting conditions;
- provides a system development fee per unit of new development and equivalency or conversion for use in determining fees for various categories of demand, and
- uses a planning horizon of not less than 10, nor more than 20 years.

In addition, the proposed analysis and template is to include a recommendation of the required revenue credit, which is to be based on the outstanding debt principal or present value of revenues for capital improvements needed by and attributable to the new development, over the planning

horizon, but cannot be less than 25% of the aggregate cost of the capital improvements.

Note: In the event the new facilities are oversized for the use of others outside the development, a construction or contributions credit would be required to be calculated. The template will include this capability, but each construction or contributions credit would be developed on a case by case basis, based on the total new capital facilities to be installed.

### **Assumptions and Requirements:**

The Town will be required for provide sufficient financial, planning and operational data and information, including, but not limited to:

- Capital Improvement Plan (identifying any specific capital rehabilitation projects and capacity expansion projects) based on a planning horizon of 10 to 20 years, or
- any available and reasonable documentation of system asset value (audited capital asset valuation and depreciation schedule, etc.), capacity, limitations, expansions and projects, including actual or projected costs based on a planning horizon of 10 to 20 years; and
- existing and planned debt service, grants and other income;
- capital and operating costs for the most recent fiscal year;
- documented existing operating capacity

for water and wastewater facilities;

- any planned capacity increases for water and wastewater facilities and;
- Any other pertinent operating, planning or financial information that might affect the calculation of an appropriate System Development Fee analysis.
- The scope and requirements of the proposed analysis and update for the calculation of a system development fee methodology is contingent upon no substantial changes in the interpretation of the requirements of HB 436.
- The proposed analysis and template for the calculation of a system development fee update may require data or information which will require coordination with other consultants and vendors used by the Town.

Included in this proposal:

- Meeting and obtaining required information from municipal staff and / or consultants for compliance of HB 436 requirements for completion of update.
- One presentation to council, if needed, on the proposed updated System Development Fee - HB 436.

**Limitations:**

The proposed analysis and template would be based on information provided by the Town, and /or its consultants, related to existing water and sewer costs and capacities and proposed water and sewer facility costs and capacities for the chosen planning horizon. The proposed project would use that information in conjunction with expected size and density of new developments. Any new developments exceeding the expected or planned capacity of geographic locations may require additional review or analysis. As your partner, we are committed to your success, the highest standard of customer service and customer satisfaction.



## Price Proposal

Contract Line Item #	Description of Service	Project Cost
001	Data research and financial review	\$ 9,000
002	Analysis and development of updated SDF	\$ 6,000
003	Meetings with Staff and/or consultant to obtain required data and one council presentation (included)	\$ 0
	<b>TOTAL</b>	<b>\$ 15,000</b>

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

**The Town of Angier**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Envirolink, Inc.**

By: \_\_\_\_\_

Name: Michael J. Myers

Title: President

Date: \_\_\_\_\_

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act in compliance with N.C.G.S. § 159-28

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*Envirolink, Inc.*

GENERAL ASSEMBLY OF NORTH CAROLINA  
SESSION 2017

HOUSE BILL 436  
RATIFIED BILL

AN ACT TO PROVIDE FOR UNIFORM AUTHORITY TO IMPLEMENT SYSTEM  
DEVELOPMENT FEES FOR PUBLIC WATER AND SEWER SYSTEMS IN NORTH  
CAROLINA AND TO CLARIFY THE APPLICABLE STATUTE OF LIMITATIONS.

The General Assembly of North Carolina enacts:

**SECTION 1.** Chapter 162A of the General Statutes is amended by adding a new Article to read:

"Article 8.

"System Development Fees.

**"§ 162A-200. Short title.**

This Article shall be known and may be cited as the "Public Water and Sewer System Development Fee Act."

**"§ 162A-201. Definitions.**

The following definitions apply in this Article:

- (1) Capital improvement. – A planned facility or expansion of capacity of an existing facility other than a capital rehabilitation project necessitated by and attributable to new development.
- (2) Capital rehabilitation project. – Any repair, maintenance, modernization, upgrade, update, replacement, or correction of deficiencies of a facility, including any expansion or other undertaking to increase the preexisting level of service for existing development.
- (3) Existing development. – Land subdivisions, structures, and land uses in existence at the start of the written analysis process required by G.S. 162A-205, no more than one year prior to the adoption of a system development fee.
- (4) Facility. – A water supply, treatment, storage, or distribution facility, or a wastewater collection, treatment, or disposal facility, including for reuse or reclamation of water, owned or operated, or to be owned or operated, by a local governmental unit and land associated with such facility.
- (5) Local governmental unit. – Any political subdivision of the State that owns or operates a facility, including those owned or operated pursuant to local act of the General Assembly or pursuant to Part 2 of Article 2 of Chapter 130A, Article 15 of Chapter 153A, Article 16 of Chapter 160A, or Articles 1, 4, 5, 5A, or 6 of Chapter 162A of the General Statutes.
- (6) New development. – Any of the following occurring after the date a local government begins the written analysis process required by G.S. 162A-205, no more than one year prior to the adoption of a system development fee, which increases the capacity necessary to serve that development:
  - a. The subdivision of land.



- b. The construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure which increases the number of service units.
  - c. Any use or extension of the use of land which increases the number of service units.
- (7) Service. – Water or sewer service, or water and sewer service, provided by a local governmental unit.
- (8) Service unit. – A unit of measure, typically an equivalent residential unit, calculated in accordance with generally accepted engineering or planning standards.
- (9) System development fee. – A charge or assessment for service imposed with respect to new development to fund costs of capital improvements necessitated by and attributable to such new development, to recoup costs of existing facilities which serve such new development, or a combination of those costs, as provided in this Article. The term includes amortized charges, lump-sum charges, and any other fee that functions as described by this definition regardless of terminology. The term does not include any of the following:
  - a. A charge or fee to pay the administrative, plan review, or inspection costs associated with permits required for development.
  - b. Tap or hookup charges for the purpose of reimbursing the local governmental unit for the actual cost of connecting the service unit to the system.
  - c. Availability charges.
  - d. Dedication of capital improvements on-site, adjacent, or ancillary to a development absent a written agreement providing for credit or reimbursement to the developer pursuant to G.S. 153A-280, 153A-451, 160A-320, 160A-499 or Part 3A of Article 18, Chapter 153A or Part 3D of Article 19, Chapter 160A of the General Statutes.
  - e. Reimbursement to the local governmental unit for its expenses in constructing or providing for water or sewer utility capital improvements adjacent or ancillary to the development if the owner or developer has agreed to be financially responsible for such expenses; however, such reimbursement shall be credited to any system development fee charged as set forth in G.S. 162A-207(c).
- (10) System development fee analysis. – An analysis meeting the requirements of G.S. 162A-205.

**"§ 162A-202. Reserved.**

**"§ 162A-203. Authorization of system development fee.**

(a) A local governmental unit may adopt a system development fee for water or sewer service only in accordance with the conditions and limitations of this Article.

(b) A system development fee adopted by a local governmental unit under any lawful authority other than this Article and in effect on October 1, 2017, shall be conformed to the requirements of this Article not later than July 1, 2018.

**"§ 162A-204. Reserved.**

**"§ 162A-205. Supporting analysis.**

A system development fee shall be calculated based on a written analysis, which may constitute or be included in a capital improvements plan, that:



- (1) Is prepared by a financial professional or a licensed professional engineer qualified by experience and training or education to employ generally accepted accounting, engineering, and planning methodologies to calculate system development fees for public water and sewer systems.
- (2) Documents in reasonable detail the facts and data used in the analysis and their sufficiency and reliability.
- (3) Employs generally accepted accounting, engineering, and planning methodologies, including the buy-in, incremental cost or marginal cost, and combined cost methods for each service, setting forth appropriate analysis as to the consideration and selection of a method appropriate to the circumstances and adapted as necessary to satisfy all requirements of this Article.
- (4) Documents and demonstrates the reliable application of the methodologies to the facts and data, including all reasoning, analysis, and interim calculations underlying each identifiable component of the system development fee and the aggregate thereof.
- (5) Identifies all assumptions and limiting conditions affecting the analysis and demonstrates that they do not materially undermine the reliability of conclusions reached.
- (6) Calculates a final system development fee per service unit of new development and includes an equivalency or conversion table for use in determining the fees applicable for various categories of demand.
- (7) Covers a planning horizon of not less than 10 years nor more than 20 years.
- (8) Is adopted by resolution or ordinance of the local governmental unit in accordance with G.S. 162A-209.

**"§ 162A-206. Reserved.**

**"§ 162A-207. Minimum requirements.**

(a) Maximum. – A system development fee shall not exceed that calculated based on the system development fee analysis.

(b) Revenue Credit. – In applying the incremental cost or marginal cost, or the combined cost, method to calculate a system development fee with respect to water or sewer capital improvements, the system development fee analysis must include as part of that methodology a credit against the projected aggregate cost of water or sewer capital improvements. That credit shall be determined based upon generally accepted calculations and shall reflect a deduction of either the outstanding debt principal or the present value of projected water and sewer revenues received by the local governmental unit for the capital improvements necessitated by and attributable to such new development, anticipated over the course of the planning horizon. In no case shall the credit be less than twenty-five percent (25%) of the aggregate cost of capital improvements.

(c) Construction or Contributions Credit. – In calculating the system development fee with respect to new development, the local governmental unit shall credit the value of costs in excess of the development's proportionate share of connecting facilities required to be oversized for use of others outside of the development. No credit shall be applied, however, for water or sewer capital improvements on-site or to connect new development to water or sewer facilities.

**"§ 162A-208. Reserved.**

**"§ 162A-209. Adoption and periodic review.**

(a) For not less than 45 days prior to considering the adoption of a system development fee analysis, the local governmental unit shall post the analysis on its Web site and solicit and furnish a means to submit written comments, which shall be considered by the preparer of the analysis for possible modifications or revisions.



(b) After expiration of the period for posting, the governing body of the local governmental unit shall conduct a public hearing prior to considering adoption of the analysis with any modifications or revisions.

(c) The local governmental unit shall publish the system development fee in its annual budget or rate plan or ordinance. The local governmental unit shall update the system development fee analysis at least every five years.

**"§ 162A-210. Reserved.**

**"§ 162A-211. Use and administration of revenue.**

(a) Revenue from system development fees calculated using the incremental cost method or marginal cost method, exclusively or as part of the combined cost method, shall be expended only to pay:

- (1) Costs of constructing capital improvements including, and limited to, any of the following:
  - a. Construction contract prices.
  - b. Surveying and engineering fees.
  - c. Land acquisition cost.
  - d. Principal and interest on bonds, notes, or other obligations issued by or on behalf of the local governmental unit to finance any costs for an item listed in sub-subdivisions a. through c. of this subdivision.
- (2) Professional fees incurred by the local governmental unit for preparation of the system development fee analysis.
- (3) If no capital improvements are planned for construction within five years or the foregoing costs are otherwise paid or provided for, then principal and interest on bonds, notes, or other obligations issued by or on behalf of a local governmental unit to finance the construction or acquisition of existing capital improvements.

(b) Revenue from system development fees calculated using the buy-in method may be expended for previously completed capital improvements for which capacity exists and for capital rehabilitation projects. The basis for the buy-in calculation for previously completed capital improvements shall be determined by using a generally accepted method of valuing the actual or replacement costs of the capital improvement for which the buy-in fee is being collected less depreciation, debt credits, grants, and other generally accepted valuation adjustments.

(c) A local governmental unit may pledge a system development fee as security for the payment of debt service on a bond, note, or other obligation subject to compliance with the foregoing limitations.

(d) System development fee revenues shall be accounted for by means of a capital reserve fund established pursuant to Part 2 of Article 3 of Chapter 159 of the General Statutes and limited as to expenditure of funds in accordance with this section.

**"§ 162A-212. Reserved.**

**"§ 162A-213. Time for collection of system development fees.**

For new development involving the subdivision of land, the system development fee shall be collected by a local governmental unit either at the time of plat recordation or when water or sewer service for the subdivision or other development is committed by the local governmental unit. For all other new development, the local governmental unit shall collect the system development fee at the time of application for connection of the individual unit of development to the service or facilities.

**"§ 162A-214. Reserved.**

**"§ 162A-215. Narrow construction.**

Notwithstanding G.S. 153A-4 and G.S. 160A-4, in any judicial action interpreting this Article, all powers conferred by this Article shall be narrowly construed to ensure that system development fees do not unduly burden new development."



**SECTION 2.** G.S. 130A-64 reads as rewritten:

**"§ 130A-64. Service charges and rates.**

(a) A sanitary district board shall apply service charges and rates based upon the exact benefits derived. These service charges and rates shall be sufficient to provide funds for the maintenance, adequate depreciation and operation of the work of the district. If reasonable, the service charges and rates may include an amount sufficient to pay the principal and interest maturing on the outstanding bonds and, to the extent not otherwise provided for, bond anticipation notes of the district. Any surplus from operating revenues shall be set aside as a separate fund to be applied to the payment of interest on or to the retirement of bonds or bond anticipation notes. The sanitary district board may modify and adjust these service charges and rates.

(b) The district board may require system development fees only in accordance with Article 8 of Chapter 162A of the General Statutes.

**SECTION 3.** G.S. 153A-277 reads as rewritten:

**"§ 153A-277. Authority to fix and enforce rates.**

(a) A county may establish and revise from time to time schedules of rents, rates, fees, charges, and penalties for the use of or the services furnished or to be furnished by a public enterprise. Schedules of rents, rates, fees, charges, and penalties may vary for the same class of service in different areas of the county and may vary according to classes of service, and different schedules may be adopted for services provided outside of the county. A county may include a fee relating to subsurface discharge wastewater management systems and services on the property tax bill for the real property where the system for which the fee is imposed is located.

...

(a2) A county may require system development fees only in accordance with Article 8 of Chapter 162A of the General Statutes.

...."

**SECTION 4.(a)** G.S. 160A-314 reads as rewritten:

**"§ 160A-314. Authority to fix and enforce rates.**

(a) A city may establish and revise from time to time schedules of rents, rates, fees, charges, and penalties for the use of or the services furnished or to be furnished by any public enterprise. Schedules of rents, rates, fees, charges, and penalties may vary according to classes of service, and different schedules may be adopted for services provided outside the corporate limits of the city.

...

(c) A city may require system development fees only in accordance with Article 8 of Chapter 162A of the General Statutes.

**SECTION 4.(b)** G.S. 160A-317 is amended by adding a new subsection to read:

"(a4) System Development Fees. – A city may require system development fees only in accordance with Article 8 of Chapter 162A of the General Statutes."

**SECTION 5.(a)** G.S. 162A-6(a) is amended by adding a new subdivision to read:

"(9a) To impose and require system development fees only in accordance with Article 8 of this Chapter."

**SECTION 5.(b)** G.S. 162A-9 is amended by adding a new subsection to read:

"(a5) An authority may require system development fees only in accordance with Article 8 of this Chapter."

**SECTION 6.(a)** G.S. 162A-36(a) is amended by adding a new subdivision to read:

"(8a) To impose and require system development fees only in accordance with Article 8 of this Chapter."

**SECTION 6.(b)** G.S. 162A-49 reads as rewritten:

**"§ 162A-49. Rates and charges for services.**



(a) The district board may fix, and may revise from time to time, rents, rates, fees and other charges for the use of land for the services furnished or to be furnished by any water system or sewerage system or both. Such rents, rates, fees and charges shall not be subject to supervision or regulation by any bureau, board, commission, or other agency of the State or of any political subdivision. Any such rents, rates, fees and charges pledged to the payment of revenue bonds of the district shall be fixed and revised so that the revenues of the water system or sewerage system or both, together with any other available funds, shall be sufficient at all times to pay the cost of maintaining, repairing and operating the water system or the sewerage system or both, the revenues of which are pledged to the payment of such revenue bonds, including reserves for such purposes, and to pay the interest on and the principal of such revenue bonds as the same shall become due and payable and to provide reserves therefor. If any such rents, rates, fees and charges are pledged to the payment of any general obligation bonds issued under this Article, such rents, rates, fees and charges shall be fixed and revised so as to comply with the requirements of such pledge. The district board may provide methods for collection of such rents, rates, fees and charges and measures for enforcement of collection thereof, including penalties and the denial or discontinuance of service.

(b) The district board may require system development fees only in accordance with Article 8 of this Chapter."

**SECTION 7.(a)** G.S. 162A-69 is amended by adding a new subdivision to read:

"(8a) To impose and require system development fees only in accordance with Article 8 of this Chapter."

**SECTION 7.(b)** G.S. 162A-72 reads as rewritten:

**"§ 162A-72. Rates and charges for services.**

(a) The district board may fix, and may revise from time to time, rents, rates, fees and other charges for the use of and for the services furnished or to be furnished by any sewerage system. Such rents, rates, fees and charges shall not be subject to supervision or regulation by any bureau, board, commission, or other agency of the State or of any political subdivision. Any such rents, rates, fees and charges pledged to the payment of revenue bonds of the district shall be fixed and revised so that the revenues of the sewerage system, together with any other available funds, shall be sufficient at all times to pay the cost of maintaining, repairing and operating the sewerage system the revenues of which are pledged to the payment of such revenue bonds, including reserves for such purposes, and to pay the interest on and the principal of such revenue bonds as the same shall become due and payable and to provide reserves therefor. If any such rents, rates, fees and charges are pledged to the payment of any general obligation bonds issued under this Article, such rents, rates, fees and charges shall be fixed and revised so as to comply with the requirements of such pledge. The district board may provide methods for collection of such rents, rates, fees and charges and measures for enforcement of collection thereof, including penalties and the denial or discontinuance of service.

(b) The district board may require system development fees only in accordance with Article 8 of this Chapter."

**SECTION 8.** G.S. 162A-85.13 is amended by adding a new subsection to read:

"(a1) The district board may require system development fees only in accordance with Article 8 of this Chapter."

**SECTION 9.** G.S. 162A-88 reads as rewritten:

**"§ 162A-88. District is a municipal corporation.**

(a) The inhabitants of a county water and sewer district created pursuant to this Article are a body corporate and politic by the name specified by the board of commissioners. Under that name they are vested with all the property and rights of property belonging to the corporation; have perpetual succession; may sue and be sued; may contract and be contracted with; may acquire and hold any property, real and personal, devised, sold, or in any manner conveyed, dedicated to, or otherwise acquired by them, and from time to time may hold, invest, sell, or dispose of the same; may

have a common seal and alter and renew it at will; may establish, revise and collect rates, fees or other charges and penalties for the use of or the services furnished or to be furnished by any sanitary sewer system, water system or sanitary sewer and water system of the district; and may exercise those powers conferred on them by this Article.

(b) The district board may require system development fees only in accordance with Article 8 of this Chapter."

**SECTION 10.(a)** G.S. 1-52(15) reads as rewritten:

"(15) For the recovery of taxes paid as provided in ~~G.S. 105-381~~, G.S. 105-381 or for the recovery of an unlawful fee, charge, or exaction collected by a county, municipality, or other unit of local government for water or sewer service or water and sewer service."

**SECTION 10.(b)** This section is to clarify and not alter G.S. 1-52.

**SECTION 11.** Sections 1 through 9 of this act become effective October 1, 2017, and apply to system development fees imposed on or after that date. Section 10 of this act, being a clarifying amendment, has retroactive effect and applies to claims accrued or pending prior to and after the date that section becomes law. Nothing in this act provides retroactive authority for any system development fee, or any similar fee for water or sewer services to be furnished, collected by a local governmental unit prior to October 1, 2017. The remainder of this act is effective when it becomes law and applies to claims accrued or pending prior to and after that date.

In the General Assembly read three times and ratified this the 29<sup>th</sup> day of June, 2017.

s/ Daniel J. Forest  
President of the Senate

s/ Tim Moore  
Speaker of the House of Representatives

\_\_\_\_\_  
Roy Cooper  
Governor

Approved \_\_\_\_\_m. this \_\_\_\_\_ day of \_\_\_\_\_, 2017





## Board of Commissioners Agenda Report

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

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**MEETING DATE:** Tuesday, November 1, 2022  
**PREPARED BY:** William Dreitzler, P.E., Town Engineer  
**ISSUE** Junny Road Standpipe Conversion to Fire Protection  
**CONSIDERED:**  
**DEPARTMENT:** Public Works

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**SUMMARY OF ISSUE:** To improve water quality in sections of our distribution system, the Junny Road Standpipe was taken offline after the Kennebec Church Road 250,000 Gallon Elevated Water Storage Tank went online. With the new elevated tank, we did not require the storage provided in the Junny Standpipe to meet State standards for storage. However, it was later discovered that the Junny Standpipe water volume was a necessary component for the operation of the Bulldog Hose Company fire pump. With the Junny Standpipe back on-line, the Town is flushing an estimated 6 million gallons of water a month to adhere to chlorine residual water quality standards. With a cost of \$2.60/1000 gallons, the flushing cost is an estimated \$15,600/month. When the new 500,000 Gallon Elevated Water Storage Tank currently under design goes on-line the Junny Standpipe will not be required for operation of the Bulldog fire pump. However, we estimate a 2-year time frame before the new tank is designed, permitted, constructed and becomes operational. The proposed conversion project will disconnect the Standpipe from our distribution system and connect it directly to Bulldog. Therefore, the fire pump will operate and the Town's flushing requirements will be significantly reduced. With approval, we estimate the conversion project will be completed within 6 months.

**FINANCIAL IMPACT:** The MBD Consulting Engineers, P.A. fee agreement proposes a lump sum fee of \$7,600 which includes design, permitting and construction administration. The current opinion of cost for the engineering and construction is \$77,407. Using 18-months between completion of the conversion project and bringing the new elevated water storage tank online, the savings in water purchase cost for flushing will be an estimated \$280,800. The Utility Fund will be used for the cost of the project.

**RECOMMENDATION:** Authorize the Town Manager to execute the MBD Consulting Engineers, P.A. Fee Proposal in the amount of \$7,600.

**REQUESTED MOTION:** Motion to approve the MBD Consulting Engineers, P.A. Fee Proposal in the amount of \$7,600.

**Attachments:** MBD Consulting Engineers, P.A. Fee Proposal



October 18, 2022

Mr. Gerald D, Vincent, Town Manager  
Town of Angier  
P.O. Box 278  
Angier, NC 27501

Re: Town of Angier  
Scope of Engineering Services and Fee Proposal for  
Convert Junny Road 0.75 MG Standpipe to Fire Protection Service  
for Bulldog Hose Company, LLC  
MBD No. 22011

Dear Mr. Vincent:

MBD Consulting Engineers, P.A. appreciates the opportunity to provide a Scope of Work and Fee Estimate for the referenced project. The following paragraphs describe our understanding of the project, the preliminary project budget, the necessary tasks in support of engineering design and construction administration, the term of service, and a fee proposal for the work.

**Project Understanding & Preliminary Budget**

Maintaining the Junny Road 750,000- Gallon Standpipe as part of the Town's water distribution system creates difficulties in sustaining an adequate chlorine disinfectant residual throughout the distribution system. The tank's large capacity and location on the distribution system are the primary causes for this disfunction. When the tank is isolated from the distribution system, higher chlorine residuals throughout the system are generally maintained.

Unfortunately, isolating the tank from the distribution system reduces the available suction pressure to the fire pump serving Bulldog Hose Company, which lies directly across Junny Road from the tank. This prevents the industry from maintaining adequate fire protection for the site based upon their insurance requirements.

The proposed Dora Street Tank replacement is expected to alleviate both the Town's and the industry's issues with water quality and fire protection respectively. However, the proposed tank may not be in service until 2024. In the interim, the Junny Road Standpipe could be converted to fire protection service only.



October 18, 2022

This would be accomplished by installing a "Reduced Pressure Zone Backflow Preventer" (hereafter referred to as RPZ) on the existing standpipe inlet/outlet main. RPZ style backflow preventers are used for health-hazard applications. The device will allow water to fill the tank but prevent backflow into the Town's distribution system. A proposed 8" piping lateral originating from the tank side of the RPZ would cross Junny Road and connect to the existing 8" main that supplies Bulldog's fire booster station. These modifications would effectively remove the Junny Road tank from the Town's water system and dedicate it solely to the industry.

There is an existing 8" RPZ on the Bulldog Industries side of Junny Road immediately downstream of their fire pump. This RPZ becomes moot with the work described above. Per a suggestion from Brandon Johnson, instead of simply removing the device, it could be removed and re-installed on the tank supply main as described above, saving the cost of a new RPZ device.

Considerable head loss occurs as water flows through an RPZ style backflow preventer. This will cause the water level in the Junny Road Standpipe to lag significantly relative to the normal system hydraulic grade. We recommend dual piping quick connect assemblies be installed immediately ahead of the proposed RPZ and separated by an isolation valve. This would allow a portable pump to be mobilized as needed that could fill the tank completely.

A cost opinion and a sketch of the proposed piping modifications are attached. The Total Project Cost is summarized below.

<b>TOWN OF ANGIER</b>	
<b>CONVERT JUNNY ROAD 0.75 MG STANDPIPE TO FIRE PROTECTION SERVICE</b>	
<b>Total Construction:</b>	<b>\$63,325.00</b>
Construction Contingency (10%):	\$6,332.50
Engineering, Bidding, and Contract Admin.:	\$7,600.00
Permitting Fees:	\$150.00
<b>TOTAL PROJECT:</b>	<b>\$77,407.50</b>

**Scope of Services for Engineering & Construction Contract Administration**

The scope of work for engineering producing plans, specifications, and contract documents for construction. The scope also includes securing the following regulatory approvals:

- Authorization to Construct from NCDENR, Division of Water Resources
- DOT encroachment agreement for Right-of-Way Encroachment



Mr. Gerald D. Vincent

Page 3

October 18, 2022

The scope of work for construction administration includes assisting the Town with an Informal Bid Solicitation, preparing a Discussion of Bids in support of award of the project by the Council, coordinating and attending a preconstruction conference, and processing contractor pay requests. Administration duties also include part time construction observation, and preparation of the final certification required by the NCDENR, PWS permit.

**Term of Service**

The project from start of design to construction completion is anticipated to take approximately 4 months.

**Fee Proposal**

The fee proposal for the above scope of work is based on lump sum pricing of \$7,600, which is comprised of \$4,000 for Engineering and Bidding services and \$3,600 for Construction Administration services.

MBD Consulting Engineers, P.A. has appreciated the opportunity to provide this scope of services and fee proposal to the Town of Angier. If you concur with the scope of services, term of service, and fee proposal described above then please acknowledge acceptance below with your signature and forward me a copy of the executed page.

If you have any questions or require any additional information please give me a call.

Sincerely,  
MBD CONSULTING ENGINEERS, P.A.



Charlie McGougan, P.E.

\_\_\_\_\_  
Accepted By  
Gerald D. Vincent, Town Manager

\_\_\_\_\_  
Date

**TOWN OF ANGIER**

**CONVERT JUNNY ROAD 0.75 MG STANDPIPE  
TO FIRE PROTECTION SERVICE**

**PRELIMINARY COST OPINION - OCTOBER 2022**

<b>8" FIRE SYSTEM CONNECTION</b>				
<b>ITEM</b>	<b>UNIT</b>	<b>QTY.</b>	<b>UNIT PRICE</b>	<b>TOTAL COST</b>
1. Mobilization, Bonds, and Insurance	LS			\$1,600.00
2. 8" P.C. 350 Ductile Iron Water Main	LF	95	\$75.00	\$7,125.00
3. 8" Restrained Joint Ductile Iron Water Main in Casing	LF	40	\$85.00	\$3,400.00
4. 16" Steel Casing Bored and Jacked	LF	34	\$275.00	\$9,350.00
5. Relocate Exist. 8" RPZ DCV Backflow Preventer (Piping, Concrete Slab, Enclosure & Electrical)	LS			\$24,000.00
6. Cast Iron M.J. Fittings	LB	600	\$5.00	\$3,000.00
7. 8" Gate Valve	EA	2	\$2,600.00	\$5,200.00
8. 4" Emergency Pumping Connection	EA	1	\$2,250.00	\$2,250.00
9. 6" Emergency Pumping Connection	EA	1	\$1,750.00	\$1,750.00
10. Connection to Exist. 8" Fire System Supply Line	EA	1	\$1,200.00	\$1,200.00
11. Connection to Exist. 8" Tank Inlet/Outlet Line	EA	1	\$1,200.00	\$1,200.00
12. Select Fill	CY	15	\$50.00	\$750.00
13. Miscellaneous Concrete	CY	5	\$250.00	\$1,250.00
14. Site Restoration	LS			\$1,250.00

**TOTAL CONSTRUCTION COST: \$63,325.00**

**CONSTRUCTION CONTINGENCIES (10%): \$6,332.50**

**ENGINEERING, BIDDING, & CONTRACT ADMINISTRATION: \$7,600.00**

**PERMITTING FEES: \$150.00**

**TOTAL PROJECT COST: \$77,407.50**







## Board of Commissioners Agenda Report

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

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**MEETING DATE:** November 1, 2022  
**PREPARED BY:** Hans Kalwitz  
**ISSUE** Budget Amendment #2  
**CONSIDERED:**  
**DEPARTMENT:** Finance

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### **SUMMARY OF ISSUE:**

This budget amendment pertains to the General Fund and the Water & Sewer Fund. During FY 2022, the Angier ABC Board had made contributions for alcohol education; managed by the Police Department. Last fiscal year this restricted revenue was not fully spent and is now being recognized. Additionally, the Police Department sold brass shell casing and the revenue from this sale will go toward the Police Departments spending.

The BB&T Escrow bank account hold money for Water & Sewer Fund capital needs. The balance of the BB&T Escrow bank account will be spend in full within FY 2023 for the purchase of meters.

### **FINANCIAL IMPACT:**

This budget amendment will acknowledge revenue to be appropriated to respective expenditure lines within the General Fund and Water/Sewer Fund; \$6,041 and \$110,266 respectively.

### **RECOMMENDATION:** N/A

### **REQUESTED MOTION:**

Motion to adopt Budget Amendment #2.

### **REVIEWED BY TOWN MANAGER:**

This has been reviewed by the Town Manager.

**Attachments:** Budget Amendment #2



## Town of Angier

### Board Approved Budget Amendment # 2

Be it hereby ordained by the Town Council of the Town of Angier that the following amendments be made to the Budget Ordinance adopted on the 21st day of June, 2022 (as well as subsequent amendments) as follows:

General Fund (10 Fund)				
General Fund Revenue	Line Item	Budget	Change	Amended Budget
ABC ALCOHOL EDUCATION PRO	10-3010-5160	-	↑ 5,406	5,406
FUND BALANCE APPROPRIATED	10-3010-9999	-	↑ 635	635
<b>Total Revenue Budget</b>		6,595,180	6,041	6,601,221
Police Department	Line Item	Budget	Change	Amended Budget
TRAINING & MEETINGS	10-5100-3050	500	↑ 635	1,135
ABC ALCOHOL EDUCATION PRO	10-5100-5060	-	↑ 5,406	5,406
<b>Total Budget Expenditures for Dept 5100</b>		1,945,782	6,041	1,951,823

Water & Sewer Fund				
Water & Sewer Revenue	Line Item	Budget	Change	Amended Budget
TRANSFER FROM BB&T ESCROW	30-3030-8725	-	↑ 110,266	110,266
<b>Total Revenue Budget</b>		3,377,537	110,266	3,487,803
Water Department	Line Item	Budget	Change	Amended Budget
LINE EXTENSION/BB&T ESCROW	30-8100-5625	25,000	↑ 110,266	135,266
<b>Total Budget Expenditures for Dept 8100</b>		1,352,120	110,266	1,462,386

Motion to adopt FY 2023 Board Approved Budget Amendment #2

Amended this the 2<sup>nd</sup> day of November, 2022

Robert K. Smith, Mayor

Attest:

Veronica Hardaway, Town Clerk



## Board of Commissioners Agenda Report

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

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**MEETING DATE:** November 1, 2022

**PREPARED BY:** Casey Todd

**ISSUE** Road Closure Request for November 12, 2022 ACE Car Show

**CONSIDERED:**

**DEPARTMENT:** Planning & Inspections

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### **SUMMARY OF ISSUE:**

Brian Guy with Auto Culture Events would like to host a car show November 12<sup>th</sup> from 10-4 pm. The request was put in for a large event road closure; which is the following area, North Broad Street West and East. Please see large events map. Mr. Guy is estimating 200/300 cars and trucks with car related vendors such as window tinting, lifts, etc. Food trucks will be in attendance, a DJ for entertainment, however there will be no alcohol on site. The Town will charge the current rate for rental of the Depot grounds and stage. Mr. Guy is here to answer any questions you may have. Casey Todd, Community Development Coordinator will be available to answer questions as it relates to planning and coordination of the event with the Town.

### **FINANCIAL IMPACT: N/A**

**RECOMMENDATION:** Approve the road closure request as shown on the ACE Car Show Event Map.

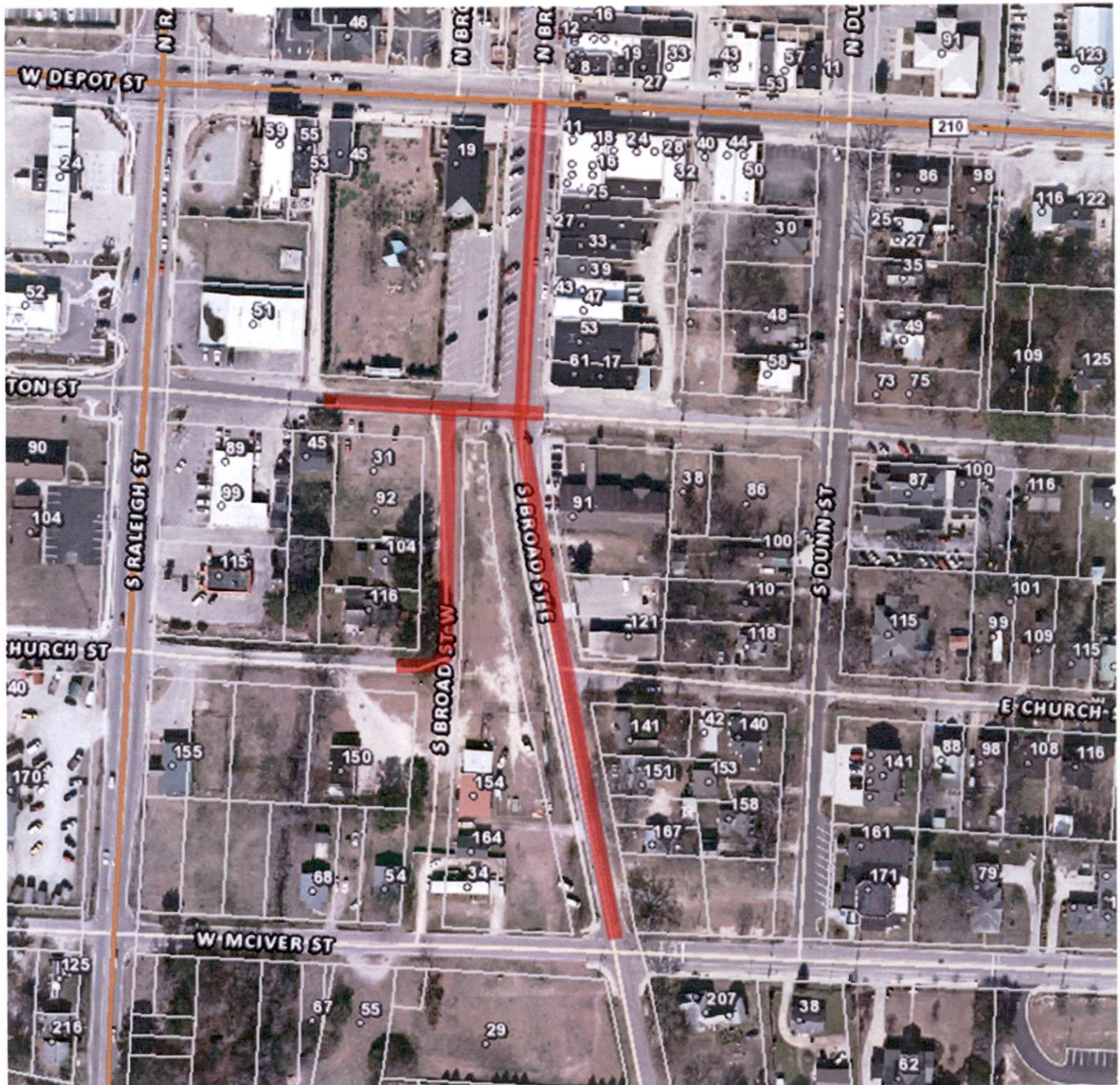
**REQUESTED MOTION:** Approve the road closure request as shown on the ACE Car Show Event Map.

**REVIEWED BY TOWN MANAGER:**



## Proposed Road Closure for the ACE Car Show

Event Date & Time: November 12, 2022 10:00PM – 4:00PM



Police Vehicle, Road Closure Barricades, and cones



Road Closure Barricades and cones



## EVENT ROAD CLOSURES



- Large Events
- Medium Events
- Small Events
- The Morning Market & Possibly Concerts
- Movies & Concerts
- Parade Route

MANAGER'S REPORT &  
STAFF REPORTS



*TOWN MANAGER'S REPORT*  
*TOWN BOARD MEETING*  
*November 1, 2022*

Honorable Mayor & Board of Commissioners, please see the following updates and correspondence:

1. As previously mentioned to the Board of Commissioners, CAMPO (Capital Area Metropolitan Planning Organization-a regional transportation organization to assist Angier and surrounding cities, counties & towns to leverage state and local funds with federal dollars with transportation needs) will conduct a transit study along NC 55 & US 401 based on the tremendous growth along these corridors. The cost is approximately \$100K-\$150k, and there is no local match. The study, if approved by CAMPO, will take approximately one year to complete.
2. A company named Cloudwyze will soon begin to have a presence in Angier. This company will provide broadband throughout the town providing fiber throughout the neighborhoods. Cloudwyze is a North Carolina homegrown company providing high-speed internet solutions. Currently, Cloudwyze is in Erwin, moving towards Coats, then to Angier, and eventually throughout Harnett County.
3. The Fall Employee Appreciation Luncheon was held on Friday, October 28<sup>th</sup>. A few milestone anniversaries to be recognized: Veronica Hardaway, Administration-5 years, Brandon Johnson, Public Works-10 years, and Chief Lee Thompson, Police-10 years. Longest servicing employees with the Town of Angier: Jimmy Matthews, Public Works-21 years, Derek McLean, Parks & Recreation-23 years, and Jimmy Cook, Public Works Director-26 years! Congratulations to all!

*THE END*

# HUMAN RESOURCES



## HR/PAYROLL MONTHLY REPORT

FOR THE MONTH OF:

October 2022

- Processed payroll Regular 10/7/22 \$65,679.39 and 10/21/22 \$60,305.94
- Compiled & Submitted Monthly Retirement Report on 10/21/22 \$33,379.85
- Remitted Federal & State payroll tax on 10/7/22 and 10/21/22
- Invoiced Harnett County SRO Contract for October 2022
- Sent out reminders for annual evaluations
- Advertised for New positions approved in budget
  - Public Works Utilities Maintenance Worker
  - 2 Patrol Officer Positions
- Hired new Public Works Utilities Maintenance Worker who started on October 24th
- Hired new Planning Director who starts on October 27<sup>th</sup>
- Processed applications as they were sent in and provided to the departments for review and consideration
- Sent information to Jim Kazakavage as requested for Salary Study
- Held our Flu/Covid Clinic on October 12th
- Held our first Wellness Lunch & Learn on October 3rd
- Sent our reminders for Neogov trainings that were due
- Reviewed Liability lines for payroll to stay on top of any corrections that need to be made before audit time
- Worked on revising Town Policies
- Organized our Fall Employee Appreciation Luncheon for October 28<sup>th</sup>



# ENGINEERING

# Memo

**To:** Gerry Vincent, Town Manager  
**From:** Bill Dreitzler, P.E., Town Engineer  
**Date:** October 26, 2022  
**Re:** November 2022 BOC Meeting - Engineer's Staff Report

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Please consider my staff report for the scheduled November, 2022 Board of Commissioners meeting:

## **Hwy 210 Sidewalk Extension Project**

Lanier Construction Co., Inc. has mobilized and the project is moving forward. The current project completion date is August 5, 2022. NCDOT is currently reviewing 2 proposed Supplementals for this project. The first is for the installation of a new sewer lateral and the second for the installation of 2 fire hydrants. The Supplementals will add these work items as line items within the project. We estimate that project to be approximately 30% complete.

### **Project Budget**

Federal Funding:	\$ 888,548.00
Town Funding:	<u>574,838.00</u>
Project Budget:	\$ 1,463,386.00

## **Willow, Junny and West Lillington Sidewalk Extension – LAPP (EB-6020)**

The Summit Engineering Contract has been executed and the project is moving forward. Summit is currently in the survey location phase of design. The current project schedule anticipates a construction LET date in July 2024. Included is an estimated 8-month time frame for ROW acquisition. However, this estimated acquisition time frame may be revised when we know the extent of construction easements, permanent drainage easements and right-of-way that will actually be required. NCDOT has approved the proposed project milestone date changes; therefore, the official LET date is July 2024. NCDOT has authorized us to advertise an RFQ for the ROW acquisition; however, we are not authorized to execute a contract at this time. Staff anticipates advertising the ROW acquisition RFQ in December 2022.

## **Wastewater Inflow/Infiltration Evaluation**

The video inspection work has been completed and Hydrostructures is in the process of evaluating. Once the evaluation is completed, they will provide a Condition Assessment Report/Technical Memorandum. The Report was received on 10-26-2021 and is currently under staff review. The Report has broken down recommended repairs as Priority 5, Priority 4 and Priority 3 as per the NASSCO Rating System. Priority 5 represents locations with sewer lines in the worst condition and needing repairs in the near-term. Priority 4 represents identified sewer lines with severe defects. Priority 3 represents identified sewer lines with

moderate defects that will continue to deteriorate if not repaired. The opinion of cost for repairs are:

Priority 5: \$ 208,438  
Priority 4: \$ 225,625  
Priority 3: \$ 226,875  
**Total Cost: \$660,938**

**Town staff is evaluating potential funding sources for the proposed I/I repairs. Removing I/I from our wastewater collection system reduces our monthly treatment cost with Harnett Regional Water.**

#### **Wastewater Collection and Water System Master Plan**

The utility mapping will be updated as new developments are recorded and populated within the Harnett County GIS system. At present, we will be updating the wastewater collection and water distribution system mapping to include a) Southern Acres, b) Kathryn's Retreat and c) Bellewood. **The update is underway. As subsequent developments record final plats and are updated on the Harnett County GIS Site we will update our Utility Master Plans accordingly.**

#### **Construction Standards**

The updated water and sewer standard details are being drafted. The water and sewer details have been completed, reviewed and final comments are being addressed. Staff met for a work session to mark-up Roadway details on January 13, 2022. Upon final mark-up edits, the details will be provided to our drafting consultant. **No change in status since last month.**

#### **Sanitary Sewer Flow Tracking**

Through July 2022 our Average Daily Flow (ADF) to the North Harnett Regional Wastewater Treatment Plant is 0.522 MGD or roughly 51.8% of our 1.008 MGD treatment allocation. We are currently tracking 0.598 MGD in obligated but not yet tributary flows (13 different active developments). Therefore, our ADF + NYT flow is over our permitted capacity by 0.113 MGD. In addition, we are tracking 5 additional developments that are in the design phase that currently total 0.343 MGD in projected wastewater flow.

We have received written notification from HRW of their intent to begin the permitting and design of the North Harnett Regional Wastewater Treatment Plant. HRW is currently planning an expansion in the range of 6-7.5 MGD. The current plant capacity of 7.5 MGD. The Town has submitted a letter to HRW formally requesting an initial purchase of an additional 1.25 MGD of wastewater treatment. Furthermore, the Town has requested for a contract modification that provides for the purchase of an additional 1.0 MGD within the next 5 to 10 years. **The September numbers have not yet been compiled. The flow tracking spreadsheet will be updated the first week of November to include both September and October flow totals.**

#### **Pump Station #1 – Dupree Street and Pump Station #6**

Temple Grading and Construction Company, Inc. was the low bidder with a bid price of \$3,866,083.00 and has been issued a Notice to Proceed. Staff continues to hold weekly progress meetings (every Friday at 10 AM) to keep the project moving forward. The



Contractor has completed installation of the force main for PS #1. All shop drawing submittals have been approved. The contractor is in the process of ordering materials and evaluating delivery dates such that a project schedule can be produced. We are currently estimating that PS#6 will go on-line in March 2023.

#### **Stormwater Utility Fee**

An initial discussion regarding Stormwater Utility Fees was held at the BOC Workshop on Tuesday, May 18, 2021. The Board instructed staff to continue with the process of developing a Stormwater Utility Fee Structure. The initial step will be developing a Stormwater Capital Improvement Plan. **Based on direction at the budget retreat, staff is preparing an updated memorandum regarding a Stormwater Utility Fee to include recommendations on a path forward.**

#### **500,000 Gallon Elevated Water Storage Tank**

Staff held a kickoff meeting with MBD Consulting on Thursday, August 25, 2022. The initial phase of design will be a study that will include determining a location for a booster pump station, the elevated water storage tank and determining if any system upgrades will be required based on the selected location for the tank. We anticipate this phase of design to take approximately 6 to 8 weeks. **Staff anticipates receipt of the initial Study within the next 2 weeks.**

#### **Old Core Water Distribution System Replacement Project**

The Town received a Letter of Intent to Fund this project from NC DEQ on March 11, 2022. The next step in this process will be to prepare and advertise a Request for Qualifications (RFQ) for the selection of an engineering design consultant. The RFQ was advertised on August 22, 2022 and submittals are to be received by September 22, 2022. Staff will review the submittals independently and based on the final ranking select a firm for contract negotiations. **Staff is in the process of interviewing the top 2 selected firms. The final interview is scheduled for October 26, 2022. A selection will occur shortly thereafter. We anticipate bringing a recommendation of award to the Board of Commissioners at the December BOC meeting.**

#### **Southwest Drainage Basin Mitigation Measure #3 (MM#3)**

On June 3, 2022 the Town received a letter from NC DEQ notifying us that we have been approved for American Rescue Plan funding from the State Fiscal Recovery Fund in the amount of \$400,000. These funds will be used to supplement the cost of engineering design, permitting and construction of MM#3. This project will increase capacity for road culverts at South Broad and Hidden Acres Estates. This is a flood prone area during heavy rain events with frequent overtopping of the roadways. The Gradient Study estimated a total cost of \$800,000 for MM#3. The ARP funds will be supplemented by Town of Angier General Funds. **The project RFQ was advertised on October 6, 2022 with a submittal deadline of November 3, 2022. Upon receipt of the qualification packages, staff will review, rank and select a top qualified firm. Contract negotiations will follow final selection. We anticipate bringing a recommendation of award to the December 2022 BOC meeting.**

#### **Wastewater Treatment Additional Capacity Purchase – Supplemental Funding**

The Town received a Letter of Intent to Fund this project from NC DEQ on March 11, 2022. We are coordinating with the State and Harnett Regional Water on the process and timing for

release of this funding. The Town received \$3,293,750 in ARPA Earmark funds to be used as a supplement to the cost of the additional 1.25 MGD in wastewater treatment capacity in the North Harnett Regional Wastewater Treatment Plant. In the current budget, the Town received an additional \$2.85M that will be applied towards the purchase of the additional wastewater treatment capacity. Therefore, the total ARP funds that will be applied to treatment capacity is \$6,143,750. **Staff is currently working with NC DEQ Division of Water Infrastructure to outline a process for execution of this funding award. It differs from our other earmark funds in that it is HRW that is executing the engineering, permitting and construction with the Town as a stakeholder in the project.**

#### **Additional Capital Projects – Funding Source Evaluation**

Staff continue to evaluate funding opportunities for the following projects on our Capital Improvement Program:

- Southwest Angier Drainage Basin Study MM1 and MM2.
- Wastewater Collection System Inflow and Infiltration Repairs.

#### **Miscellaneous**

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

- Attendance as staff engineer at the Pre-Development, TRC, Planning Board Meetings, Board of Commissioners Meetings, and Board of Adjustment Meetings, as requested by the Town Manager.
- Meet with citizens on an on-call basis for issues predominately related to storm drainage.

Sincerely,

A handwritten signature in dark ink, appearing to read "Bill Dreitzler", with a stylized flourish at the end.

Bill Dreitzler, P.E., Town Engineer

# PARKS & RECREATION



**MONTHLY REPORT**  
**ANGIER PARKS & RECREATION**  
**October 25, 2022**

- Fall sports season is finishing up. This fall Angier Parks and Rec. has teams in Soccer for boys and girls ages 3-13, Flag Football ages 6-8, Pee Wee Football ages 8-10, Midget Football ages 11-13, Cheerleading ages 4-13, T-Ball ages 3-5, Coach Pitch Baseball ages 6-8, Kid Pitch Baseball ages 9-12, Softball ages 9-12. We have more than 750 participants in our fall sports program this season. This is another record number of participants for our program. Games will continue for all of our fall sports teams through the first week of November. On an average night this fall we have around 800-1,000 people in attendance at Jack Marley Park between 5:30pm-9:15pm. The fall sports season has been very successful.
- We have contracted Carolina Recreation & Design LLC to install our new playground at the north playground area by the skate park. Spoke to their representative last week and they should begin construction the week before or after Thanksgiving. Construction should take 2-3 weeks depending on weather.
- Registration for our winter sports began on October 24 and will continue through November 18. Harnett County Schools will be allowing us to use the Angier Elementary School Gym again this season for our winter sports.
- Trunk or Treat Fall Celebration will be held at Jack Marley Park on Saturday October 29 from 5:00pm-7:00pm. We expect over 50 cars with candy for trunk or treat and over 1,000 participants. There will also be food trucks and concessions along with (2) bouncy houses and a "shuttle/hay ride" available.

# PUBLIC WORKS



## Town of Angier

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

Robert K. Smith  
Mayor

Gerry Vincent  
Town Manager

Veronica Hardaway  
Town Clerk

November 1, 2022

### Public Works staff report for the Month November

- Staff took 28 loads of limbs/Leaves to the landfill the month of September (57.08tons)
- Staff took 9 loads of Household to the landfill the month of September (10.59 tons)
- Staff set 12 new water meters
- Staff completed 200 workorders to mark Town Utilities (water and sewer lines).
- Staff made water and sewer taps at 372 and 386 Woodcroft Dr
- Staff made water line repair at Mary Marvin Trail
- Staff made water line repair at West Depot and Cross Street
- Staff GIS water meters
- Hydro Structures GIS mapping sewer manhole and sewer lines around town
- Staff cut off 100 Residents for no payment of water bills.
- Staff inspecting new utilities at Coble Farms, Neill Point and Spring Village, Honeycutt oaks, Tanglewood
- Lanier's Construction installing storm pipe for the sidewalk project along NC 210 and park street.
- Staff cutting grass and edging sidewalks
- Staff striped parking stalls along East Depot street (DMV and Ed's)



# POLICE DEPARTMENT



# Angier Police Department

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

Angier, North Carolina 27501

Office (919) 639-2699

Chief of Police  
Garland L. Thompson, Jr.  
[gthompson@angier.org](mailto:gthompson@angier.org)

Date        October 26, 2022  
To         Town Manager Gerry Vincent  
From       Garland L. Thompson, Jr

Subject Matter:    October, 2022    Police Activities & Statistical Data

ABC Monthly Report is included in Board Packets

**\*\*Police activities for the month of October, consisted of 3,341 calls for Service/Officer initiated activities (call logs). Officers investigated 31 offenses. During these investigations; 12 individuals were arrested on a total of 26 charges, 5 arrests were made due to outstanding warrants (warrant service), 2,781 Subdivision / Security checks were logged for the month of October, 17 traffic accident reports were created this month, 64 traffic citations were issued totaling 84 charges and 72 verbal or written warnings. Our Criminal Investigations and Narcotics Divisions have written and served multiple court orders this month, most of which have dealt with an ongoing Death Investigation.**

- We are preparing for Truck or Treat with Cassey Todd
- ABC Officer's started doing permittee inspections
- We have purchased pedal carts, alcohol goggles and an obstacle course for Alcohol education
- We participated in the Meet your Neighbor event at the park.

Thank you,  
Chief of Police  
Garland L. Thompson, Jr.  
[gthompson@angier.org](mailto:gthompson@angier.org)

State of North Carolina  
Alcoholic Beverage Control Commission  
ABC Law Enforcement Monthly Report  
GS 18B-501(f1)



Board:

Angier Town

Reporting Month / Year:

Oct-22

Regulatory Activity and Training	
Violations Reports Submitted to ABC Commission	0
Total Number of Offenses Contained in Reports	0
Sell to Underage Campaign Checks	0
Permittee Inspections	5
Compliance Checks	0
Seller / Server Training	0
Alcohol Education	1

ABC Law Violations	At Permitted Establishment	Away From Permitted Establishment
Sell / Give to Underage		0
Attempt to Purchase / Purchase by Underage		0
Underage Possession		1
Unauthorized Possession		0
Sell / Give to Intoxicated		0
All Other Alcohol Related Charges		0
	<b>Total:</b>	<b>1</b>

Controlled Substance Violations	At Permitted Establishment	Away From Permitted Establishment
Felony Drug Related Charges		2
Misdemeanor Drug Related Charges		5
	<b>Total:</b>	<b>7</b>

Other Offenses	At Permitted Establishment	Away From Permitted Establishment
Driving While Impaired		3
All Other Criminal Charges		94
	<b>Total:</b>	<b>97</b>

<b>TOTAL CRIMINAL CHARGES:</b>	<b>105</b>
--------------------------------	------------



<b>Agencies Assisted</b>	
Assistance Provided to Other Agencies	0

<b>Remarks</b>
We conducted a DWI check point on 10/24/2022

**Reporting Officer / Title:**

G.Thompson / Chief

**Report Date:**

10/26/2022

# Call Log Call Type Summary

Angier Police Department

09/28/2022 - 10/26/2022

<No Call Type Specified>	4	911 Hang Up - 911 Hang Up	10
Alarm Activation - Alarm Activation	19	Animal Complaint - Animal Complaint	1
Assist EMS - Assist EMS	2	Assist Motorist - Assist Motorist	9
Assist Other Agency - Assist Other Agency - Law Enforcement	2	Business Walk Thru - Business Walk Thru	180
Careless and Reckless Vehicle - Careless and Reckless Vehilce	6	Code Enforcement - Code Enforcement	1
Communicate Threats - Communicate Threats	1	Crash - Traffic Accident	17
Custody Dispute - Child Custody Dispute	2	Direct Traffic - Direct Traffic	31
Disturbance - Disturbance	11	Domestic Dispute - Domestic Dispute	8
Drug Activity - Drug Activity	2	DWI - Driving While Impaired	3
Escort - Escort	8	Follow Up - Follow Up	1
Foot Patrol - Foot Patrol	27	H&R - Hit and Run	1
Juvenile Complaint - Juvenile Complaint	1	Larceny - Larceny	4
Mental Subject - Mental Subject	1	Missing Person - Missing Person	1
Noise Complaint - Noise Complaint	2	OD - Drug/Alcohol Overdose	1
Order Violation - Order Violation	3	Other Call - Other Call Not Listed	2
Property Damage - Property Damage	2	Security Check - Security Check	1,570
Shots Fired - Shots Fired	2	Stand-By - Stand-By	2
Subdivision Check - Subdivision Check	1,211	Suspicious Activity - Suspicious Activity	14
Suspicious Person - Suspicious Person	8	Suspicious Vehicle - Suspicious Vehicle	11
Traffic Checkpoint - Traffic Checkpoint	1	Traffic Stop - Traffic Stop	136
Trespassing - Trespassing	1	TWO - Talk With Officer	12
Unauthorized Use of Motor Vehicle - Unauthorized Use of Motor Vehicle	1	Warrant Service - Warrant Service	3
Welfare Check - Welfare Check	6		

Total Number Of Calls: 3,341

# FINANCE

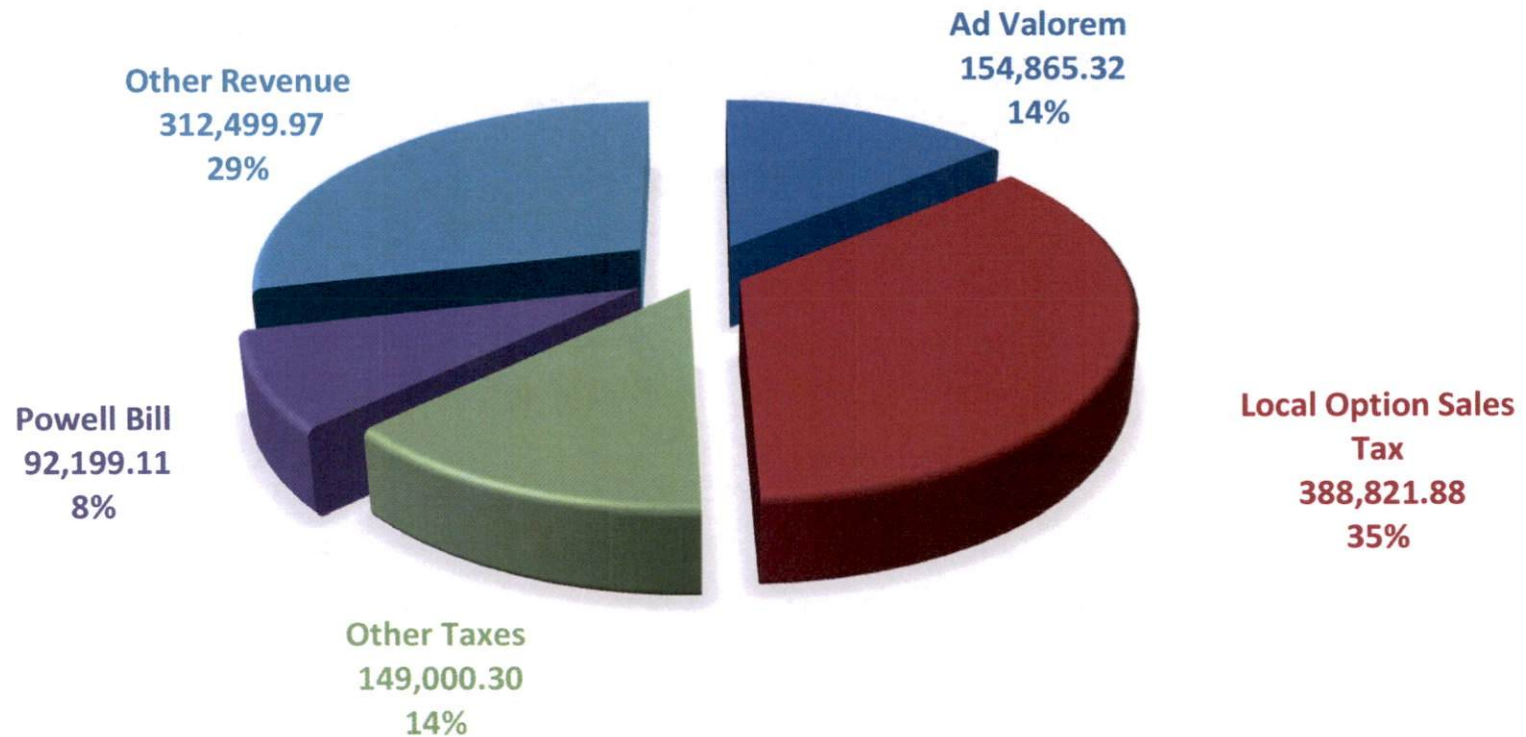




# *Town of Angier*

## November 2022 Financial Report

### GENERAL FUND REVENUE (INCLUDING POWELL BILL)





## General Fund Departments



Administration  
0.192

Police  
0.349

Streets &  
Sanitation  
0.137

Planning &  
Inspections  
0.104

Parks &  
Recreation  
0.072

Library  
0.030

Depot  
0.003

Inter-Fund  
Transfers...

Principle  
0.070

## Your Tax Dollar at Work

Cents to the Dollar



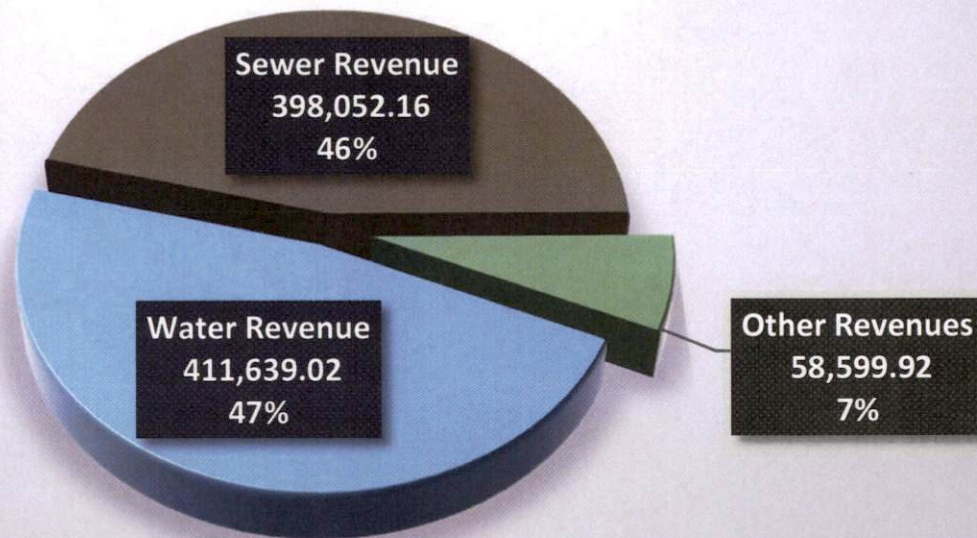
## General Fund Departmental % Spent Relative to Month within Fiscal Year 2023





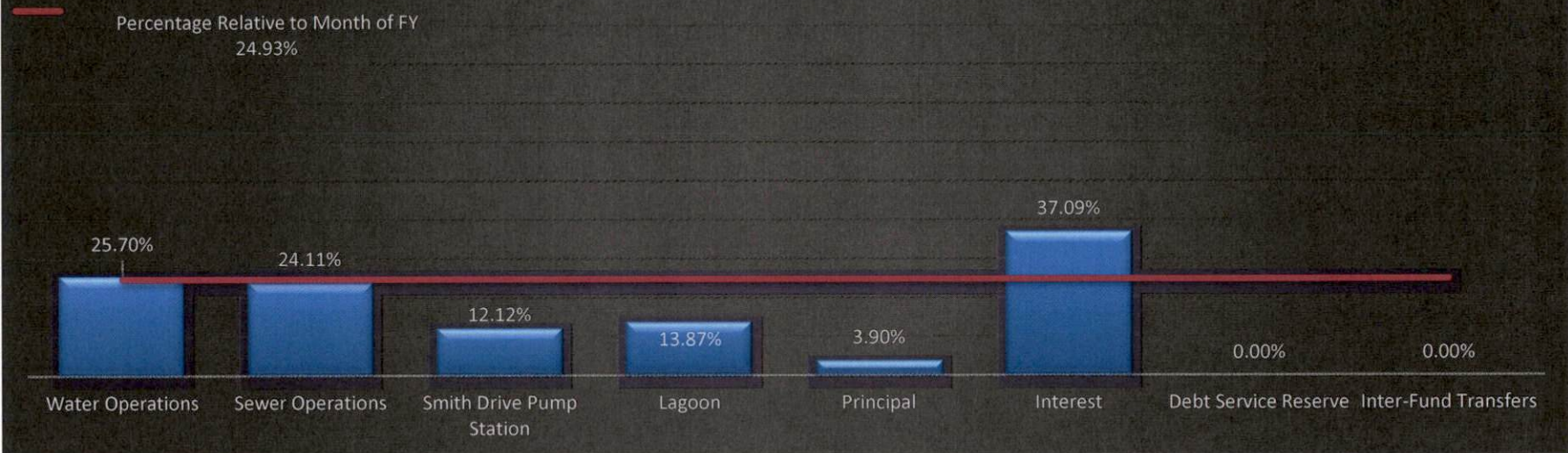


## Water & Sewer Fund Revenue





## Water & Sewer Departmental % Spent Relative to Month within Fiscal Year 2023



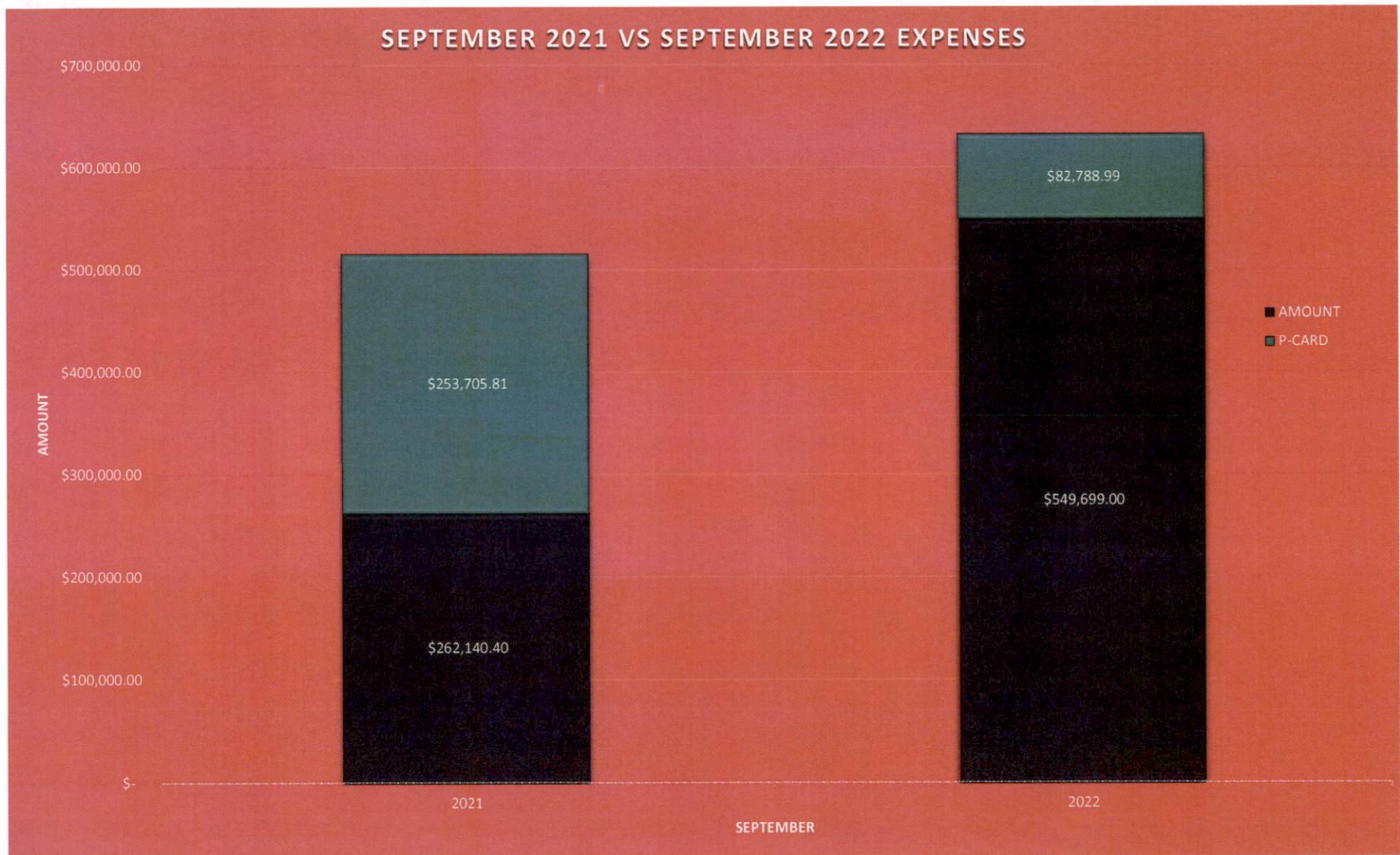




### SALES AND USE TAX ANALYSIS FY's 2015-2023

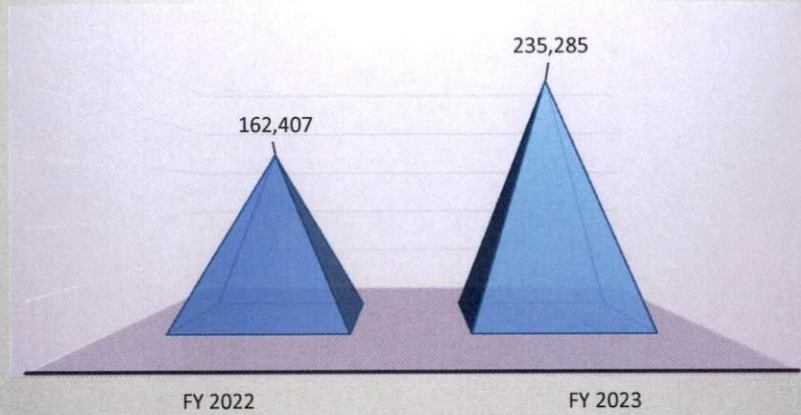
	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
JULY	\$ 45,037.32	\$ 50,244.39	\$ 56,084.29	\$ 66,869.58	\$ 65,195.40	\$ 77,370.47	\$ 73,777.08	\$ 99,205.03	\$ 129,678.23
AUGUST	\$ 45,670.51	\$ 49,930.99	\$ 55,557.40	\$ 61,087.65	\$ 72,533.17	\$ 76,455.85	\$ 83,580.63	\$ 104,823.15	\$ 124,473.97
SEPT	\$ 52,446.12	\$ 55,797.12	\$ 67,886.26	\$ 66,601.23	\$ 73,538.08	\$ 82,101.99	\$ 95,415.88	\$ 114,026.62	\$ 134,669.68
OCT	\$ 43,269.18	\$ 53,165.24	\$ 52,701.25	\$ 61,370.24	\$ 58,542.31	\$ 76,940.98	\$ 90,420.40	\$ 105,684.08	\$ 130,847.86
NOV	\$ 50,359.42	\$ 43,719.03	\$ 60,488.28	\$ 65,335.23	\$ 66,991.57	\$ 76,243.84	\$ 84,738.69	\$ 106,173.65	
DEC	\$ 39,041.39	\$ 51,358.88	\$ 62,670.74	\$ 67,374.14	\$ 69,018.88	\$ 76,768.83	\$ 82,731.52	\$ 115,478.70	
JAN	\$ 49,563.38	\$ 48,985.49	\$ 60,488.28	\$ 59,520.04	\$ 71,875.13	\$ 79,174.71	\$ 85,773.42	\$ 117,637.65	
FEB	\$ 46,618.33	\$ 50,354.19	\$ 64,688.65	\$ 68,248.48	\$ 75,991.44	\$ 78,426.77	\$ 91,131.96	\$ 120,791.01	
MARCH	\$ 58,298.98	\$ 60,691.74	\$ 73,243.06	\$ 75,235.74	\$ 80,537.79	\$ 83,543.99	\$ 102,935.98	\$ 130,563.39	
APRIL	\$ 44,937.03	\$ 44,835.77	\$ 53,970.97	\$ 57,544.30	\$ 65,539.52	\$ 67,996.27	\$ 90,251.80	\$ 105,285.71	
MAY	\$ 42,622.56	\$ 47,875.96	\$ 60,008.79	\$ 58,211.82	\$ 64,390.11	\$ 68,856.81	\$ 71,307.59	\$ 102,743.53	
JUNE	\$ 47,167.89	\$ 57,925.24	\$ 70,884.97	\$ 71,628.50	\$ 82,125.20	\$ 79,460.71	\$ 105,550.51	\$ 130,776.42	
TOTAL	\$ 565,032.11	\$ 614,884.04	\$ 738,672.94	\$ 779,026.95	\$ 846,278.60	\$ 923,341.22	\$ 1,057,615.46	\$ 1,353,188.94	\$ 519,669.74
Increase/(Decrease)									
Previous FY	\$ 40,092.89	\$ 49,851.93	\$ 123,788.90	\$ 40,354.01	\$ 67,251.65	\$ 77,062.62	\$ 134,274.24	\$ 270,347.57	\$ 95,930.86
% Growth	7.64%	8.82%	20.13%	5.46%	8.63%	9.11%	14.54%	27.95%	22.25%



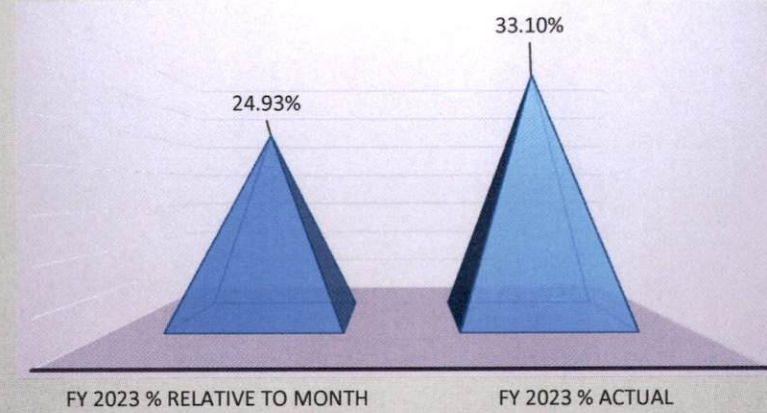




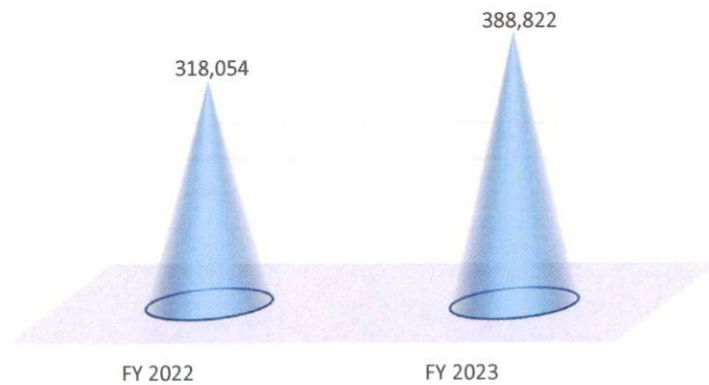
**Ad Valorem (FY 2022 vs FY 2023 Actual)**



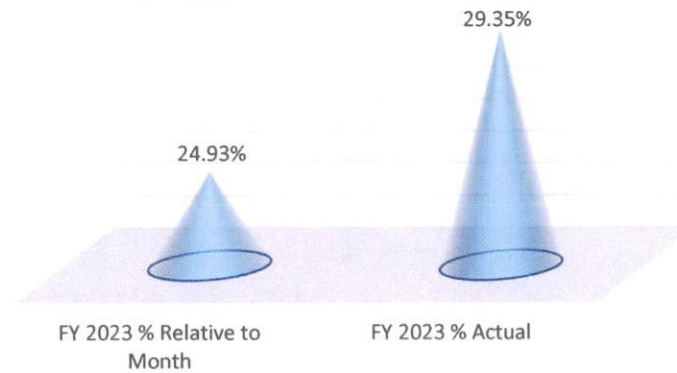
**Ad Valorem (% Budget vs % Actual)**



**LOST (FY 2022 vs FY 2023 Actuals)**



**LOST (% Budget vs % Actual)**



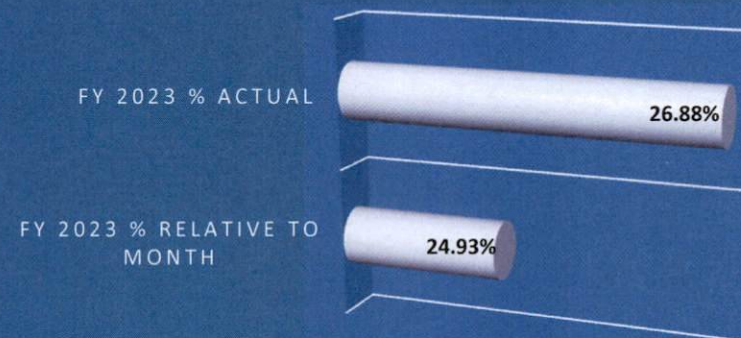




### BUILDING PERMITS (FY 2022 VS FY 2023 ACTUALS)



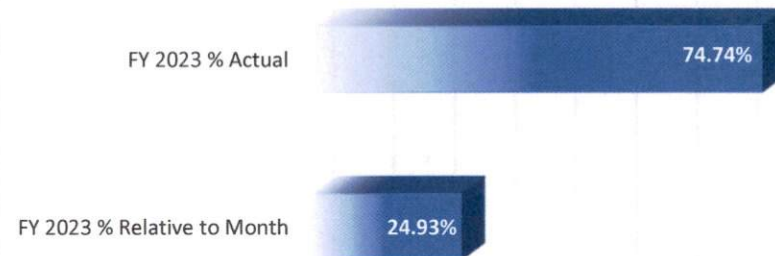
### BUILDING PERMITS (% BUDGET VS % ACTUAL)



### PLANNING FEES & PERMITS (FY 2022 VS FY 2023 ACTUALS)



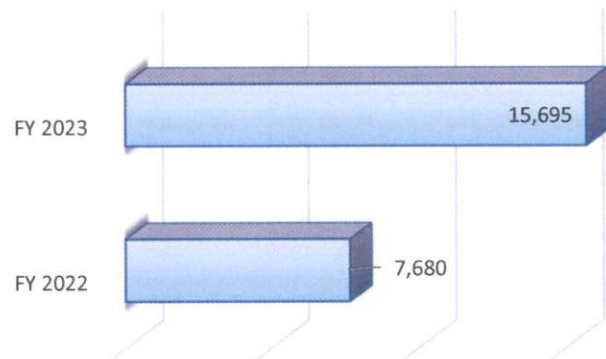
### PLANNING FEES & PERMITS (% BUDGET VS % ACTUAL)



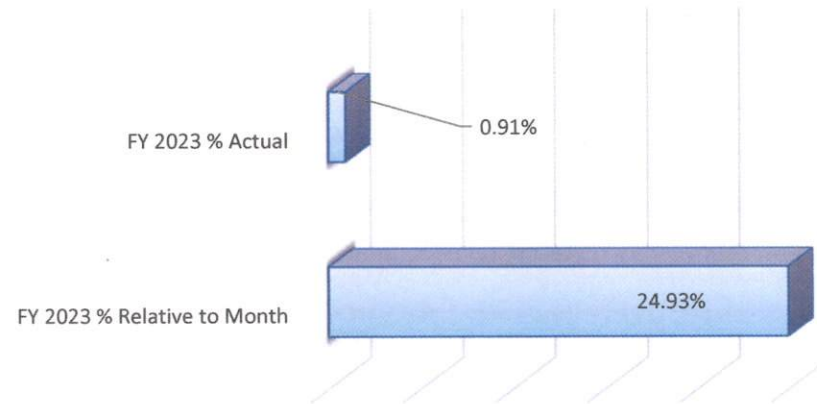




Code Enforcement (FY 2022 vs FY 2023  
Actuals)

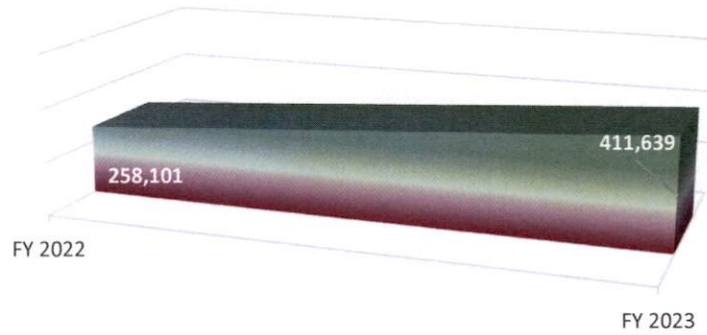


Code Enforcement (% Budget vs % Actual)

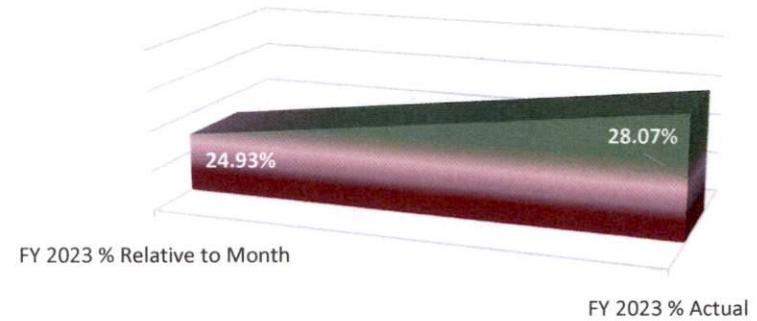




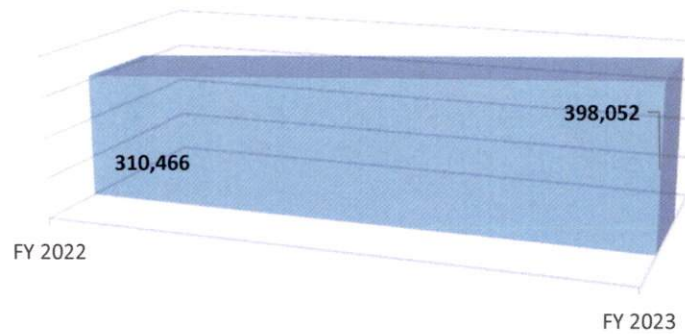
Water Sales (FY 2022 vs FY 2023 Actuals)



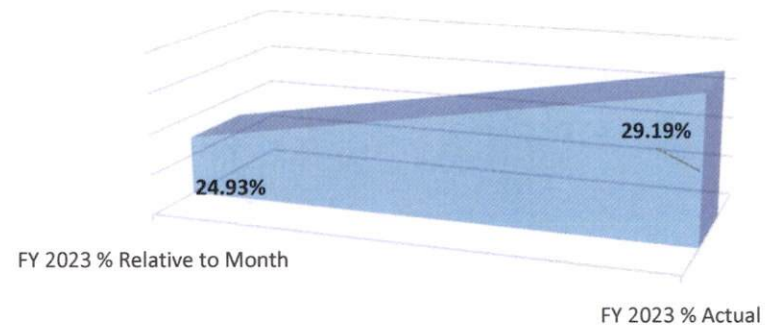
Water Sales (% Budget vs % Actual)



Sewer Sales (FY 2022 vs FY 2023 Actuals)

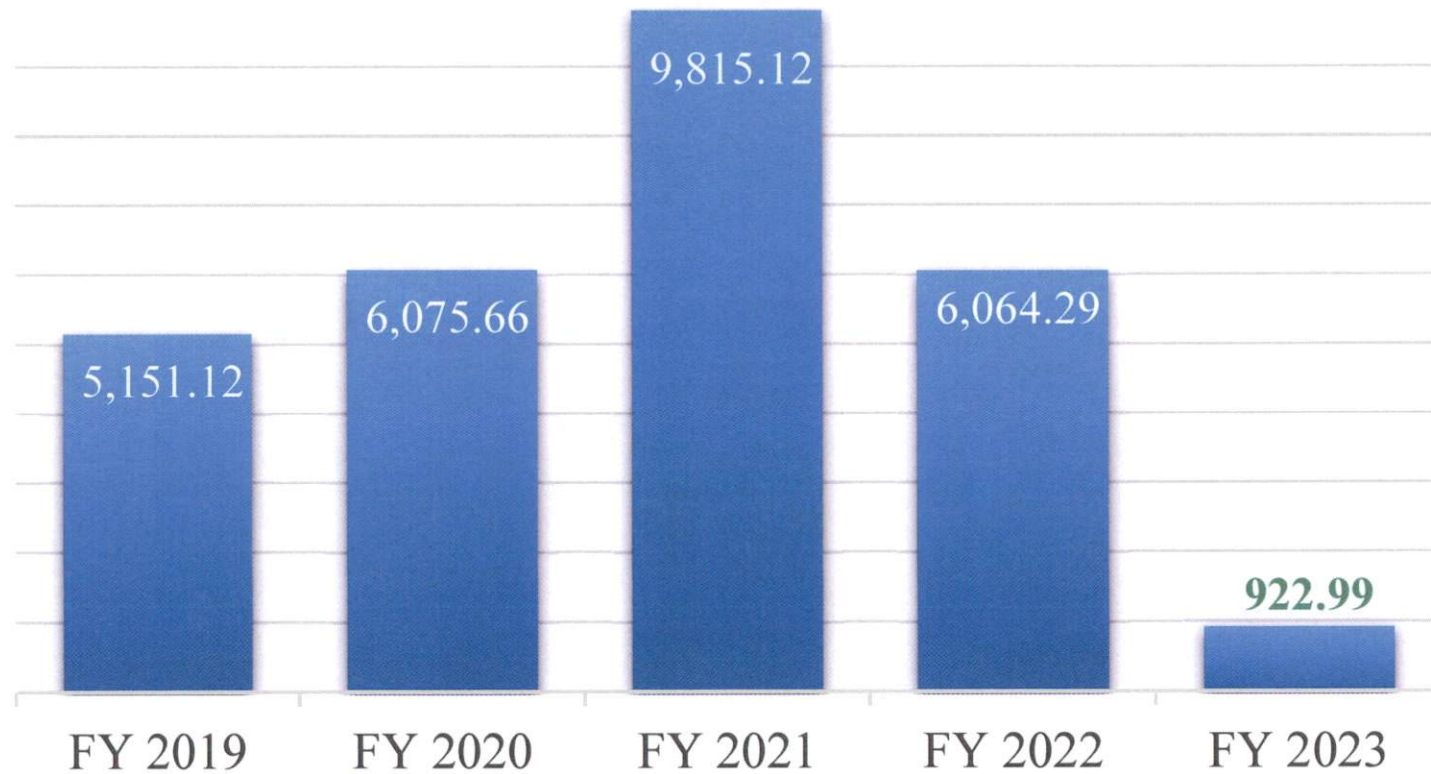


Sewer Sales (% Budget vs % Actual)





## (Recovered Utility Delinquencies)







	FY 2021 - 2022			FY 2022 - 2023			Profit/Loss		
	Late Fees/ Reconnection fees	Activation Fees	NSF fees	Late Fees/ Reconnection fees	Activation Fees	NSF fees	Late/ Reconnectio n Fees	Activation fees	NSF fees
July	\$ 8,820.00	\$ 2,520.00	\$ 100.00	\$ 8,230.00	\$ 3,500.00	\$ 75.00	\$ (590.00)	\$ 980.00	\$ (25.00)
August	\$ 9,240.00	\$ 3,400.00	\$ 100.00	\$ 8,790.00	\$ 3,401.00	\$ 50.00	\$ (450.00)	\$ 1.00	\$ (50.00)
September	\$ 7,809.60	\$ 2,650.00	\$ 125.00	\$ 7,830.00	\$ 4,298.00	\$ 75.00	\$ 20.40	\$ 1,648.00	\$ (50.00)
October	\$ 6,850.00	\$ 2,050.00	\$ 50.00				\$ -	\$ -	\$ -
November	\$ 9,720.00	\$ 2,250.00	\$ 75.00				\$ -	\$ -	\$ -
December	\$ 11,980.00	\$ 3,300.00	\$ 125.00				\$ -	\$ -	\$ -
January	\$ 15,940.00	\$ 2,907.00	\$ 50.00				\$ -	\$ -	\$ -
February	\$ 10,190.00	\$ 3,800.00	\$ 675.00				\$ -	\$ -	\$ -
March	\$ 9,460.00	\$ 4,643.00	\$ 75.00				\$ -	\$ -	\$ -
April	\$ 8,250.00	\$ 4,450.00	\$ 150.00				\$ -	\$ -	\$ -
May	\$ 8,076.00	\$ 4,250.00	\$ 75.00				\$ -	\$ -	\$ -
June	\$ 5,003.00	\$ 4,900.00	\$ -				\$ -	\$ -	\$ -
Subtotal:	\$ 111,338.60	\$ 41,120.00	\$ 1,600.00	\$ 24,850.00	\$ 11,199.00	\$ 200.00	\$ (1,019.60)	\$ 2,629.00	\$ (125.00)



## Statement of Revenues & Expenditures September 30, 2022)

General Fund				
	Budget	YTD	Variance	Percentage
<b>Revenues:</b>				
Ad Valorem Taxes	3,071,850	154,865.32	(2,916,984.68)	5.04%
Motor Vehicle Tax	286,568	80,419.77	(206,148.23)	28.06%
Local Option Sales Tax	1,325,000	388,821.88	(936,178.12)	29.35%
Other Taxes	407,500	68,580.53	(338,919.47)	16.83%
Restricted Intergovernmental	100,849	43,939.49	(56,909.51)	43.57%
Permits and Fees	619,885	173,797.15	(446,087.85)	28.04%
Recreation Department Fees	77,254	62,577.00	(14,677.00)	81.00%
Investment Earnings	3,000	13,196.30	10,196.30	439.88%
Other General Revenues	23,500	18,990.03	(4,509.97)	80.81%
Fund Balance Appropriated	679,774	-	(679,774.00)	0.00%
<b>Total Revenues</b>	<b>6,595,180</b>	<b>1,005,187.47</b>	<b>(5,589,992.53)</b>	<b>15.24%</b>
<b>Expenditures:</b>				
	<b>Budget</b>	<b>YTD</b>	<b>Variance</b>	<b>Percentage</b>
Governing Body	72,762	17,146.08	55,615.92	23.56%
Administration	587,439	259,091.14	328,347.86	44.11%
Finance	341,674	113,613.25	228,060.75	33.25%
Police Department	1,945,782	469,519.90	1,476,262.10	24.13%
Planning & Inspections Department	874,467	140,389.53	734,077.47	16.05%
Streets & Sanitation Department	867,200	184,749.05	682,450.95	21.30%
Parks & Recreation Department	478,073	96,834.06	381,238.94	20.26%
Library Department	188,757	40,100.58	148,656.42	21.24%
Depot	21,000	4,158.65	16,841.35	19.80%
Debt Service Obligations:				
Interest	5,738.00	1,065.15	4,672.85	18.56%
Principle	116,488.00	94,570.30	21,917.70	81.18%
Inter-Fund Transfers	1,095,800.00	56,200.81	1,039,599.19	5.13%
<b>Total Expenditures</b>	<b>6,595,180</b>	<b>1,477,438.50</b>	<b>5,117,741.50</b>	<b>22.40%</b>
<b>Revenues over Expenditures (Spread) -----&gt;</b>		<b>(472,251.03)</b>		





## Statement of Revenues & Expenditures September 30, 2022)

### Angier Elementary Drainage Fund

	Budget	YTD	Variance	Percentage
<b>Revenues:</b>				
Harnett County Board of Education	14,907	-	(14,907.00)	0.00%
Harnett County Board of Education	-	71.24	71.24	0.00%
<b>Total Revenues</b>	<b>14,907</b>	<b>71.24</b>	<b>(14,835.76)</b>	<b>0.48%</b>
<b>Expenditures:</b>	<b>Budget</b>	<b>YTD</b>	<b>Variance</b>	<b>Percentage</b>
Construction	14,907	-	14,907.00	0.00%
<b>Total Expenditures</b>	<b>14,907</b>	<b>-</b>	<b>14,907.00</b>	<b>0.00%</b>
Revenues over Expenditures (Spread) ----->		<b>71.24</b>		

## Statement of Revenues & Expenditures September 30, 2022)

### General Capital Reserve Fund

	Budget	YTD	Variance	Percentage
<b>Revenues:</b>				
Interest Earned	-	6,198.65	6,198.65	0.00%
Transfer from G/F - Junny/Willow	223,250	-	(223,250.00)	0.00%
P&R Development Fees	103,300	179,000.00	75,700.00	173.28%
Municipal Building	1,540,323	-	(1,540,323.00)	0.00%
Fund Balance Appropriated	-	-	-	0.00%
<b>Total Revenues</b>	<b>1,866,873</b>	<b>185,198.65</b>	<b>(1,681,674.35)</b>	<b>9.92%</b>
<b>Expenditures:</b>	<b>Budget</b>	<b>YTD</b>	<b>Variance</b>	<b>Percentage</b>
Transfer to Junny/Willow Project	223,250	-	223,250.00	0.00%
Transfer to P&R Project	103,300	-	103,300.00	0.00%
Transfer to Municipal Building Project	1,540,323	-	1,540,323.00	0.00%
<b>Total Expenditures</b>	<b>1,866,873</b>	<b>-</b>	<b>1,866,873.00</b>	<b>0.00%</b>
Revenues over Expenditures (Spread) ----->		<b>185,198.65</b>		





## Statement of Revenues & Expenditures September 30, 2022)

Municipal Building Project Fund				
	Budget	YTD	Variance	Percentage
<b>Revenues:</b>				
Interest Earned	-	0.47	0.47	0.00%
Transfer from General Fund	319,590	-	(319,590.00)	0.00%
Transfer from General Fund CRF	693,855	-	(693,855.00)	0.00%
<b>Total Revenues</b>	<b>1,013,445</b>	<b>0.47</b>	<b>(1,013,444.53)</b>	<b>0.00%</b>
<b>Expenditures:</b>				
Preconstruction Department	84,577.00	-	84,577.00	0%
Architectural Department	928,868	-	928,868.00	0.00%
<b>Total Expenditures</b>	<b>1,013,445</b>	<b>-</b>	<b>1,013,445.00</b>	<b>0.00%</b>
Revenues over Expenditures (Spread) ----->		<b>0.47</b>		

## Statement of Revenues & Expenditures September 30, 2022)

Booster Club				
	Budget	YTD	Variance	Percentage
<b>Revenues:</b>				
Interest Earned	-	8.92	8.92	0.00%
Booster Club Proceeds	2,000	1,137.36	(862.64)	56.87%
Booster Club Proceeds	33,000	-	(33,000.00)	0.00%
<b>Total Revenues</b>	<b>35,000</b>	<b>1,146.28</b>	<b>(33,853.72)</b>	<b>3.28%</b>
<b>Expenditures:</b>				
Uniforms	-	-	-	0.00%
Printing & Publishing	2,000	-	2,000.00	0.00%
Professional Services	-	-	-	0.00%
Contract Services	-	-	-	0.00%
Capital Outlay	33,000	12,163.37		36.86%
<b>Total Expenditures</b>	<b>35,000</b>	<b>12,163.37</b>	<b>22,836.63</b>	<b>34.75%</b>
Revenues over Expenditures (Spread) ----->		<b>(11,017.09)</b>		



### Statement of Revenues & Expenditures September 30, 2022)

Powell Bill Fund				
	Budget	YTD	Variance	Percentage
<b>Revenues:</b>				
Vehicle Licenses	19,500	6,127.50	(13,372.50)	31.42%
Interest on Investments	-	301.71	301.71	0.00%
State Street - Aid	138,642	85,769.90	(52,872.10)	61.86%
Fund Balance Appropriated	-	-	-	0.00%
<b>Total Revenues</b>	<b>158,142</b>	<b>92,199.11</b>	<b>(65,942.89)</b>	<b>58.30%</b>
<b>Expenditures:</b>				
Equipment Maintenance	10,000	700.00	9,300.00	7.00%
Fuel	6,000	561.82	5,438.18	9.36%
Materials	10,000	-	10,000.00	0.00%
Contracted Service	132,142	-	132,142.00	0.00%
Paving (Stemming from Vehicle Licenses	-	-	-	0.00%
Capital Outlay	-	-	-	0.00%
<b>Total Expenditures</b>	<b>158,142</b>	<b>1,261.82</b>	<b>156,880</b>	<b>0.80%</b>
Revenues over Expenditures (Spread) ----->		<b>90,937.29</b>		

### Statement of Revenues & Expenditures September 30, 2022)

Junny Road/Willow Street Capital Project Fund				
	Budget	YTD	Variance	Percentage
<b>Revenues:</b>				
TRANSFER FROM GENERAL FUND	125,000	-	(125,000.00)	0.00%
<b>Total Revenues</b>	<b>125,000</b>	<b>-</b>	<b>(125,000.00)</b>	<b>0.00%</b>
<b>Expenditures:</b>				
ENGINEERING	-	29,752.99	(29,752.99)	0.00%
CONSTRUCTION	125,000	-	125,000.00	0.00%
<b>Total Expenditures</b>	<b>125,000</b>	<b>-</b>	<b>125,000</b>	<b>0.00%</b>
Revenues over Expenditures (Spread) ----->		-		





## Statement of Revenues & Expenditures September 30, 2022)

### American Rescue Plan Act & CARES Act Fund

	Budget	YTD	Variance	Percentage
<b>Revenues:</b>				
Interest on Investments	-	4,154.81	4,154.81	0.00%
American Rescue Plan Distribution	1,725,747	862,873.33	(862,873.67)	50.00%
CARES Act Distribution	88,310	-	(88,310.00)	0.00%
<b>Total Revenues</b>	<b>1,814,057</b>	<b>867,028.14</b>	<b>(947,028.86)</b>	<b>47.79%</b>
<b>Expenditures:</b>	<b>Budget</b>	<b>YTD</b>	<b>Variance</b>	<b>Percentage</b>
ARPA Department				
Angier Business Improvement	-	-	-	0.00%
General Fund Government Service	-	-	-	0.00%
Downtown Sewer Improvements	-	-	-	0.00%
WATER/SEWER & DRAINAGE	1,725,747	-	1,725,747.00	0.00%
CARES Act Department				
CARES Act	78,310	-	78,310.00	0.00%
General Fund Utilization	10,000	-	10,000.00	0.00%
<b>Total Expenditures</b>	<b>1,814,057</b>	<b>-</b>	<b>1,814,057.00</b>	<b>0.00%</b>
Revenues over Expenditures (Spread) ----->		<b>867,028.14</b>		

## Statement of Revenues & Expenditures September 30, 2022)

### HWY 210/Park Street Sidewalk Project Fund

	Budget	YTD	Variance	Percentage
<b>Revenues:</b>				
NC Department of Transportation	585,394	63,462.38	(521,931.62)	10.84%
PAYMENT IN-LIEU OF SIDEWALK	-	-	-	0.00%
Transfer from General Fund	804,508	-	(804,508.00)	0.00%
<b>Total Revenues</b>	<b>1,389,902</b>	<b>63,462.38</b>	<b>(1,326,439.62)</b>	<b>4.57%</b>
<b>Expenditures:</b>	<b>Budget</b>	<b>YTD</b>	<b>Variance</b>	<b>Percentage</b>
Engineering	3,413	-	3,413.00	0.00%
Construction	1,386,489	178,331.35	1,208,157.65	12.86%
<b>Total Expenditures</b>	<b>1,389,902</b>	<b>178,331.35</b>	<b>1,211,570.65</b>	<b>12.83%</b>
Revenues over Expenditures (Spread) ----->		<b>(114,868.97)</b>		





## Statement of Revenues & Expenditures September 30, 2022)

### SW Drainage Project (Mitigation Measure #3)

	Budget	YTD	Variance	Percentage
<b>Revenues:</b>				
NC DEQ DISBURSEMENT	400,000	-	(400,000.00)	0.00%
TRANSFER FROM GENERAL FUND	451,125	-	(451,125.00)	0.00%
Fund Balance Appropriated	-	-	-	0.00%
<b>Total Revenues</b>	<b>851,125</b>	<b>-</b>	<b>(851,125.00)</b>	<b>0.00%</b>
<b>Expenditures:</b>				
DESIGN, PERMITTING, SURVEY, CONST. S	101,526	-	101,526.00	0.00%
CONSTRUCTION CONTINGENCY	63,454	-	63,454.00	0.00%
NC DEQ DISTBURSEMENT	423,025	-	423,025.00	0.00%
MOBILIZATION	21,151	-	21,151.00	0.00%
EROSION CONTROL	42,303	-	42,303.00	0.00%
TRAFFIC CONTROL	31,727	-	31,727.00	0.00%
UTILITY CONFLICTS	84,605	-	84,605.00	0.00%
GEOTECH, STRUCTURAL ENG., & REAL ES	31,727	-	31,727.00	0.00%
CONTINGENCY	51,607	-	51,607.00	0.00%
<b>Total Expenditures</b>	<b>851,125</b>	<b>-</b>	<b>851,125</b>	<b>0.00%</b>
Revenues over Expenditures (Spread) ----->		-		



## Statement of Revenues & Expenditures September 30, 2022)

Water & Sewer Fund				
	Budget	YTD	Variance	Percentage
<b>Revenues:</b>				
Water Sales	1,490,453	411,639.02	(1,078,813.98)	27.62%
Sewer Sales	1,508,803	398,052.16	(1,110,750.84)	26.38%
Investment Earnings	5,949	10,040.60	4,091.60	168.78%
Late Fees/Reconnections	130,000	24,850.00	(105,150.00)	19.12%
Other Operating Revenues	242,332	23,709.32	(218,622.68)	9.78%
Transfer from W/S Capital Reserve	-	-	-	0.00%
<b>Total Revenues</b>	<b>3,377,537</b>	<b>868,291.10</b>	<b>(2,509,245.90)</b>	<b>25.71%</b>
<b>Expenditures:</b>				
	Budget	YTD	Variance	Percentage
Water Operations	1,352,120	347,477.68	1,004,642.32	25.70%
Sewer Operations	889,501	214,477.08	675,023.92	24.11%
Smith Drive Regional Pump Station	579,000	70,194.74	508,805.26	12.12%
Lagoon	70,510	9,777.89	60,732.11	13.87%
Debt Service				0.00%
Principal	288,243	11,236.91	277,006.09	3.90%
Interest	173,163	64,232.86	108,930.14	37.09%
Debt Service Reserve	-	-	-	0.00%
Inter-Fund Transfers	25,000	-	25,000.00	0.00%
<b>Total Expenditures</b>	<b>3,377,537</b>	<b>717,397.16</b>	<b>2,660,139.84</b>	<b>21.24%</b>
Revenues over Expenditures (Spread) ----->		<b>150,893.94</b>		



### Statement of Revenues & Expenditures September 30, 2022)

#### NC Department of Environmental Quality Water Line Project (Option 8) Fund

	Budget	YTD	Variance	Percentage
<b>Revenues:</b>				
Interest Earned	-	398.58	398.58	0.00%
NC DEQ Distribution	92,276	-	(92,276.00)	0.00%
TRANSFER FROM WATER & SEWER FUND	25,000	-	(25,000.00)	0.00%
<b>Total Revenues</b>	<b>117,276</b>	<b>398.58</b>	<b>(116,877.42)</b>	<b>0.34%</b>
<b>Expenditures:</b>	<b>Budget</b>	<b>YTD</b>	<b>Variance</b>	<b>Percentage</b>
Professional Fees (Engineering)	2,276	-	2,276.00	0.00%
Capital Outlay (Construction)	115,000	-	115,000.00	0.00%
<b>Total Expenditures</b>	<b>117,276</b>	<b>-</b>	<b>117,276.00</b>	<b>0.00%</b>
Revenues over Expenditures (Spread) ----->		<b>398.58</b>		

### Statement of Revenues & Expenditures September 30, 2022)

#### Water & Sewer Capital Reserve Fund

	Budget	YTD	Variance	Percentage
<b>Revenues:</b>				
Interest Earned	0	1309.04	1309.04	0
Pump Stations & Force Main	75,000	-	(75,000.00)	0.00%
Harnett County Sewer Capacity	200,885	-	(200,885.00)	0.00%
<b>Total Revenues</b>	<b>275,885</b>	<b>1,309</b>	<b>(274,575.96)</b>	<b>0.47%</b>
<b>Expenditures:</b>	<b>Budget</b>	<b>YTD</b>	<b>Variance</b>	<b>Percentage</b>
Transfer to Pump Station #1 & #6 Project	75,000	-	75,000.00	0.00%
Transfer to HC Sewer Capacity	200,885	-	200,885.00	0.00%
<b>Total Expenditures</b>	<b>275,885</b>	<b>-</b>	<b>275,885.00</b>	<b>0.00%</b>
Revenues over Expenditures (Spread) ----->		<b>1,309.04</b>		





## Statement of Revenues & Expenditures September 30, 2022)

### Water Distribution Core System Replacement

	Budget	YTD	Variance	Percentage
<b>Revenues:</b>				
INTEREST EARNED	-	-	-	0.00%
NC DEQ/DWI DISTRIBUTION	4,250,000	-	(4,250,000.00)	0.00%
Fund Balance Appropriated	-	-	-	0.00%
<b>Total Revenues</b>	<b>4,250,000</b>	<b>-</b>	<b>(4,250,000.00)</b>	<b>0.00%</b>
<b>Expenditures:</b>				
PRINTING & PUBLISHING	-	-	-	0.00%
PERMITTING	25,000	-	25,000.00	0.00%
PROFESSIONAL FEES (ENGINEERING DES	240,000	-	240,000.00	0.00%
CONSTRUCTION COSTS	3,400,000	-	3,400,000.00	0.00%
LAND SURVEYING COSTS	75,000	-	75,000.00	0.00%
CONTINGENCY (15%)	510,000	-	510,000.00	0.00%
<b>Total Expenditures</b>	<b>4,250,000</b>	<b>-</b>	<b>4,250,000</b>	<b>0.00%</b>
Revenues over Expenditures (Spread) ----->		-		

## Statement of Revenues & Expenditures September 30, 2022)

### Elevated Water Storage Tank Replacement

	Budget	YTD	Variance	Percentage
<b>Revenues:</b>				
INTEREST EARNED	-	-	-	0.00%
ELEVATED WATER STORAGE TANK REPLA	2,456,250	-	(2,456,250.00)	0.00%
Fund Balance Appropriated	-	-	-	0.00%
<b>Total Revenues</b>	<b>2,456,250</b>	<b>-</b>	<b>(2,456,250.00)</b>	<b>0.00%</b>
<b>Expenditures:</b>				
PRINTING & PUBLISHING	-	181.00	(181.00)	0.00%
PERMITTING	15,000	-	15,000.00	0.00%
PROFESSIONAL FEES (ENGINEERING DES	171,500	-	171,500.00	0.00%
CONSTRUCTION COSTS	1,965,000	-	1,965,000.00	0.00%
LAND SURVEYING COSTS	10,000	-	10,000.00	0.00%
CONTINGENCY (15%)	294,750	-	294,750.00	0.00%
<b>Total Expenditures</b>	<b>2,456,250</b>	<b>181.00</b>	<b>2,456,069</b>	<b>0.01%</b>
Revenues over Expenditures (Spread) ----->		(181.00)		



## Statement of Revenues & Expenditures September 30, 2022)

Asset Forfeiture Fund				
	Budget	YTD	Variance	Percentage
<b>Revenues:</b>				
Unauthorized Substance Use Distribution	1,290	20,089.98	18,799.98	1557.36%
Federal Equitable Sharing Distribution	28,710	20,859.13	(7,850.87)	72.65%
<b>Total Revenues</b>	<b>30,000</b>	<b>40,949.11</b>	<b>10,949.11</b>	<b>136.50%</b>
<b>Expenditures:</b>				
Unauthorized Substance Use Dept.				
<i>Reserved</i>				
Safety Equipment	-	-	-	0.00%
Capital Outlay	1,290	-	-	0.00%
<i>Reserved</i>				
Federal Equitable Sharing Dept.				
<i>Reserved</i>				
Safety Equipment	-	-	-	0.00%
Capital Outlay	28,710	-	-	0.00%
<i>Reserved</i>				
<b>Total Expenditures</b>	<b>30,000</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>
Revenues over Expenditures (Spread) ----->		<b>40,949.11</b>		



## Statement of Revenues & Expenditures September 30, 2022)

### System Development Fee (Buy-In Method)

	Budget	YTD	Variance	Percentage
<b>Revenues:</b>				
Interest on Investments	-	2,988.73	2,988.73	0.00%
SDF (Water Buy-In Method)	68,000	12,219.38	(55,780.62)	17.97%
SDF (Sewer Buy-In Method)	201,000	39,880.00	(161,120.00)	19.84%
<b>Total Revenues</b>	<b>269,000</b>	<b>55,088.11</b>	<b>(213,911.89)</b>	<b>20.48%</b>
<b>Expenditures:</b>	<b>Budget</b>	<b>YTD</b>	<b>Variance</b>	<b>Percentage</b>
Harnett County WWTP Expansion	269,000	-	269,000.00	0.00%
<b>Total Expenditures</b>	<b>269,000</b>	<b>-</b>	<b>269,000.00</b>	<b>0.00%</b>
Revenues over Expenditures (Spread) ----->		<b>55,088.11</b>		

## Statement of Revenues & Expenditures September 30, 2022)

### System Development Fee (Incremental Cost Method)

	Budget	YTD	Variance	Percentage
<b>Revenues:</b>				
Interest on Investments	-	25.22	25.22	0.00%
SDF (Water Incremental Method)	2,050	415.62	(1,634.38)	20.27%
<b>Total Revenues</b>	<b>2,050</b>	<b>440.84</b>	<b>(1,609.16)</b>	<b>21.50%</b>
<b>Expenditures:</b>	<b>Budget</b>	<b>YTD</b>	<b>Variance</b>	<b>Percentage</b>
Transfer to Capital Project Fund	2,050	-	2,050.00	0.00%
<b>Total Expenditures</b>	<b>2,050</b>	<b>-</b>	<b>2,050.00</b>	<b>0.00%</b>
Revenues over Expenditures (Spread) ----->		<b>440.84</b>		





FY 2023 Cash Flow Report			
Funds	July	August	September
General Fund	(94,271.17)	217,595.90	27,959.72
Angier Elementary Drainage	190.95	190.95	190.95
General Capital Reserve	55,014.84	14.84	124,014.84
Municipal Building Project	1,749.52	1,749.52	1,749.52
P&R Donations	33,056.89	34,044.25	19,864.03
Powell Bill	46,441.69	47,154.08	49,326.58
Junny Rd/Willow St Project	-	-	(29,752.99)
ARPA & CARES Act	0.10	0.43	0.43
HWY 210 Sidewalk Extension	159,180.09	79,332.04	79,332.04
SW Drainage Project	-	-	-
Water & Sewer Fund	477,132.52	500,623.78	414,264.09
NC DEQ Water Line Project	13.78	13.78	(4,565.22)
Water & Sewer Capital Resesrve	-	-	-
Asset Forfeiture Fund	(1,872.18)	426.51	426.51
SDF (Buy-In Method)	11,212.24	4,653.06	20,468.52
SDF (Incremental Cost Method)	333.94	380.12	138.66
<b>Total Cash Flow -----&gt;</b>	<b>688,183.21</b>	<b>886,179.26</b>	<b>703,417.68</b>



FY 2023 Investment of Idle Funds Report			
Funds	July	August	September
General Fund	3,051,301.41	2,571,689.06	2,638,137.10
Angier Elementary Drainage	15,015.90	15,015.90	15,041.96
General Capital Reserve	1,211,100.05	1,266,100.05	1,268,297.07
Municipal Building Project	-	-	-
P&R Donations	-	-	-
Powell Bill	50,150.52	50,150.52	50,237.54
Junny Rd/Willow St Project	-	-	-
ARPA & CARES Act	951,194.92	1,814,067.92	1,817,215.81
HWY 210 Sidewalk Extension	-	-	-
SW Drainage Project	-	-	-
Water & Sewer Fund	2,075,184.37	2,075,476.04	2,079,177.34
NC DEQ Water Line Project	84,089.02	84,089.02	84,234.94
Water & Sewer Capital Resesrve	276,177.36	276,177.36	276,656.60
Asset Forfeiture Fund	351.55	63,387.57	63,510.24
SDF (Buy-In Method)	607,643.24	624,127.24	625,210.27
SDF (Incremental Cost Method)	5,005.30	5,005.30	5,394.64
<b>Total Invested Idle Funds----&gt;</b>	<b>8,327,213.64</b>	<b>8,845,285.98</b>	<b>8,923,113.51</b>

