

BOARD OF COMMISSIONERS WORKSHOP

August 20, 2019

6:30pm

1. *Caboose Project*
 - a. *Presentation slides attached*
2. *Water Contract with Harnett County*
 - a. *Final Revision attached*
3. *Bike Fest Request*
 - a. *Gene Joslyn*
4. *Classic Car Show Request*
 - a. *Dale Robbins with Whole Vet*
5. *Dumpster Requirement – Town Hall*
 - a. *Dumpster Locations provided by Town on Private Property*
6. *System Development Fee Ordinance - Revision*
 - a. *Draft Revision Attached*
7. *Carnival – Special Use Permit*
 - a. *Mayor to give an update*

8. *Draft Policy – Special Permit Event*

a. *Road Closure Requests*

9. *Contract Services – Payroll*

a. *Contract Employee (provided at the meeting)*

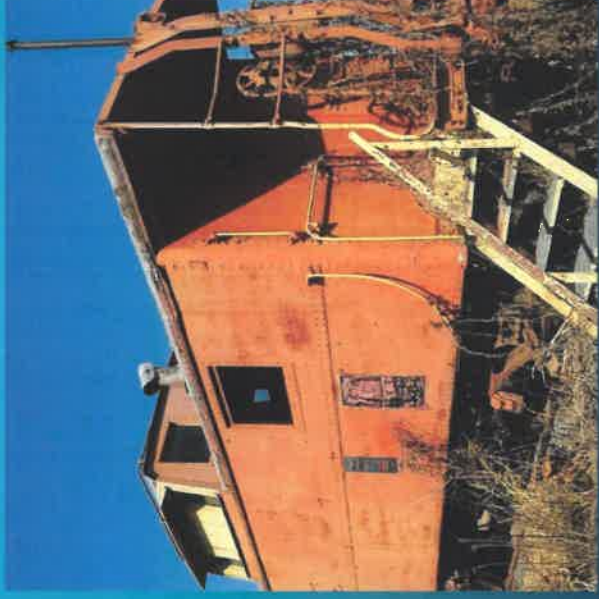
DOWNTOWN ANGIER

PROJECT IDEAS



PROJECT 1

FUQUAY CABOOSE - BEFORE



FUQUAY CABOOSE - AFTER



FUQUAY CABOOSE INTERIOR - BEFORE





AUTHENTIC AND HISTORICALLY CORRECT



FUQUAY CABOOSE INTERIOR - AFTER



OUR CABOOSE



CURRENT CONDITION OF CABOOSE INTERIOR



A decorative graphic at the bottom of the slide featuring a network of light blue lines and circles, resembling a circuit board or a digital network, set against a dark blue gradient background.

PROPOSED BUDGET FOR RENOVATIONS OF OUR CABOOSE \$20,000

NORTH CAROLINA
HARNETT COUNTY

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of September, 2019, by and between the County of Harnett, a body politic, organized and existing under the laws of the State of North Carolina (hereinafter referred to as "County"), and the Town of Angier, a municipal corporation, organized and existing under the laws of the State of North Carolina (hereinafter "Town).

WITNESSETH

WHEREAS, County operates and manages water treatment facilities and water distribution systems located within its boundaries, and has established Harnett Regional Water for the purpose of operating and managing the facilities and systems; and

WHEREAS, Town operates and manages a water distribution system located within its boundaries, and has established a Department of Public Works for the purpose of operating and managing the facilities and systems; and

WHEREAS, County and Town recognize that a regional approach to water supply and treatment benefits both the County and the Town by increasing their capacity to serve their citizens and that there exists a limited and finite capacity to supply, treat and distribute potable water; and

WHEREAS, County and Town have reached an agreement for providing the Town with bulk supply of potable water and the parties desire to set forth the terms and conditions of this Agreement; and

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

I. Purpose. The purpose of this agreement is to set forth the understandings and agreements of the parties regarding the bulk supply of potable water from the County to the Town and the purchase of potable water by the Town from the County.

II. Definitions. In addition to the foregoing, the following definitions and/or explanation of terms shall be used for the purpose of this Agreement.

A. “County Water Distribution Systems” shall mean the County’s network of water distribution lines and other related appurtenances and/or facilities necessary for the delivery of potable water to town connection points.

B. “Metering Points” shall mean those points County shall measure where potable water flows into the Town’s distribution system.

III. County agrees as follows:

A. Quality and Quantity. To furnish the Town at designated points of delivery during the term of this Agreement or any renewal and/or extension thereof, potable treated water meeting the applicable purity standards of the North Carolina Department of Environmental Quality in such quantity that shall not exceed the demand limitations as further defined in Section IV. (C) of this Agreement.

B. Point of Delivery and Pressure. That water will be furnished at a reasonable constant pressure to the overflow elevation of the Town’s existing and future elevated water storage structures. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire,

earthquake or other catastrophe shall excuse the County from this provision for such reasonable period of time as may be necessary to restore service.

- C. Metering Equipment. To furnish, install, operate and maintain at its own expense at points of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the Town and to calibrate such metering equipment as may be agreed upon by County and Town. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the three months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless the County and Town agree upon a different amount. The metering equipment shall be read by the last day of each calendar month. An appropriate official of the Town shall at all reasonable times have access to the meter for the purpose of verifying its readings.
- D. Billing Procedure. To furnish the Town at the designated address not later than the 5th day of each month, with an itemized statement of the amount of water furnished the Town during the preceding month.
- E. Demand Limitations. Recognizing that based on current Town of Angier growth patterns, the demand limitations agreed to in Section IV.C below will result in the Town effectively reaching a water supply capacity limit within the next 10 years.

County agrees to begin discussions with Town regarding the system improvements and cost required to provide the Town up to 3,000,000 gallons per day by 2030.

IV. Town agrees as follows:

- A. Rates and Payment Date. To pay the County, not later than the 20th day of each month, for water delivered in accordance with the following schedule of rates:

\$2.38/1000 gallons of water delivered

and that said rate is subject to change by the Harnett County Board of Commissioners.

- B. Connection Fee. That for any future connections by the Town to the County's distribution system, to pay as a connection fee a sum of money sufficient to cover any and all costs of the county for furnishing and installing metering equipment.
- C. Demand Limitations. To limit its demand in any 24-hour period to that which can be supplied by a constant 1,000 gpm flow rate supplied by the County.

V. General Provisions. It is further mutually understood and agreed by the parties that:

- A. Term of Contract. That this contract shall extend for a term of forty (40) years from the date of the Agreement and, thereafter, may be renewed or extended for such term, or terms, as may be agreed upon by both parties.

County and Town, in addition to all other legal remedies may terminate this Agreement for any material default or breach of this Agreement. County and Town agree that a minimum of 5-year notification must be provided prior to any termination.

- B. Failure to Deliver. That County will, at all times, use reasonable diligence to provide uninterrupted water supply to Town. County shall not be liable to Town

or any consumer purchasing water from Town for damage(s) for failure in, temporary interruption or temporary suspension of water supply, so long as such failure, interruption or suspension is not caused by the willful conduct of County. County reserves the right to suspend the supply, without liability on its part, at such time, for such period, and in such manner as it may deem necessary for the purpose of making adjustments to, changes in, or repairs to the infrastructure and facilities for which suspension of supply and shall provide written notice to Town of any planned suspension no less than ten (10) days in advance of suspension. In the event of an emergency that impairs the supply of potable water to Town, County shall contact Town as soon as reasonably possible.

C. Waiver and Indemnity. To the fullest extent allowed by law, County assumes responsibility for and shall hold harmless, defend and indemnify Town against all liability, claims, judgments, losses, costs, and expenses (including reasonable attorney fees), for any injury, loss, or damage to persons or property including fines by any Federal or State agency and also including personal injury or property damage on account of, or in any way arising out of, the maintenance and operation of water utility infrastructure owned by County. County explicitly disclaims and excludes any warranties under the Uniform Commercial Code, or any other law, including, but not limited to, an implied warranty of fitness for a particular purpose or an implied warranty of merchantability. To the fullest extent allowed by law, Town assumes responsibility for and shall hold harmless, defend and indemnify County against all liability, claims, judgments, losses, costs, and expenses (including reasonable attorney fees) for any and all injury, loss, or damage to

persons or property, including fines by any Federal or State agency, and also including personal injury or property damage to County, its employees, customers, tenants, and citizens on account of, or in any way arising out of the maintenance and operation of water utility infrastructure owned by Town. Neither party shall be responsible to indemnify the other against bodily injury or property damage to the extent that such damages are caused by the negligence of the other. Each party shall notify the other in writing of any claim for indemnification hereunder, and shall describe in such notice the nature and cause of the claim. The party against whom the claim is asserted shall be allowed a reasonable time and opportunity to cure, mitigate, defend and otherwise address the claim.

- C. Modification of Contract. That the provisions of this Contract pertaining to the schedule of rates to be paid by the Town for water delivered are subject to and governed by the Ordinances adopted by County for Harnett Regional Water and subject to change at any time by the Harnett County Board of Commissioners.

Other provisions of this contract may be modified or altered by mutual agreement.

- D. Regulatory Agencies. That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State and the County and Town will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

- E. Franchise. The Town agrees that the County shall have a franchise to furnish water to the master meter of the Town. The County agrees that the Town shall maintain the rights to at any such time during the term of the agreement secure alternate back-up water supply from sources as may be identified by the Town.

- F. Transfer or Assignment. The covenants and agreements contained in this Agreement are specifically binding on the parties hereto, and the covenants and agreements contained in this Agreement and the commitment by the County to provide services to Town is limited to the Town of Angier and may not be transferred or assigned to any other party or parties without the express written consent of County, which consent shall not be unreasonably withheld Furthermore, the covenants and agreements contained in this Agreement and the commitment by the County to provide services to Town is limited to County and may not be transferred or assigned to any other party or parties without the express written consent of the Town, which consent shall not be unreasonably withheld.
- G. Mediation. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The Parties agree that the mediation will be conducted and governed by the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions, and N.G.G.S. Sect. 7A-38.1(c) except as specifically provided otherwise herein. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Harnett County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- H. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.

- I. Entire Agreement. This Agreement represents the entire and integrated agreement between County and Town and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended by written instrument signed by County and Town.
- J. No Third-Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against Town or County.
- K. Severance Clause. In the event any provision of this Agreement is adjudged to be not enforceable or found invalid, such provision shall be stricken and the remaining provisions shall be valid and enforceable.
- L. Notices. All notices or other communications which shall be made pursuant hereto shall be in writing and shall be deemed to be given and received (a) when hand delivered to the address stated below, (b) three (3) days after being mailed to the address stated below, postage prepaid by certified or registered mail of the United States, return receipt requested to the address set forth below:

TO: Town of Angier:
55 North Broad Street
Angier, North Carolina 27501
Attn: Town Manager

TO: County of Harnett:
308 West Duncan Street
Lillington, North Carolina 27546
Attn: County Director of Public Utilities

With copy to:

County of Harnett
Post Office Box 778
Lillington, North Carolina 27546
Attn: County Staff Attorney

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

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: _____
Gordon Springle, Board of Commissioners Chairman

ATTEST:

Gina Wheeler, Clerk

TOWN OF ANGIER

By: _____
Lewis W. Weatherspoon, Mayor

ATTEST:

Veronica Hardaway, Clerk



WHOLE VET

Building Lives Together



Whole Vet provide veterans, transitioning service members, National Guard and Reserve members, and their families with the tools, resources, and support to have a great civilian career and life.

OUR VISION: CAREER AND FAMILY



OUR MISSION: TO SERVE THOSE WHO SERVE
AND HAVE SERVED



- ▶ Whole Vet partners with members of the Military and Veteran Enablement Coalition and others to host quarterly Military Corporate Networking campus visits.

CAREER TRANSITION DAY



- ▶ An essential tool that allows personal interaction between transitioning service members and employees of companies that are on the front lines of a civilian career.

MENTORSHIP



Family Programs focus on Marriage and Youth programs.

FAMILY TRANSITION



- ▶ We believe that through collaboration, transparency and a singular focus on serving those who have served us, together we can accomplish far more as a group than any single organization could possibly do alone.

MILITARY AND VETERAN ENABLEMENT COALITION



- ▶ Previous Event: Pistons for Patriots Car Show May 2019
 - ▶ Spartan Sprint Race Fundraiser June 2019
- ▶ Whole Vet Great American Car, Truck and Bike Show September 2018

COMMUNITY EVENTS



▶ NOVEMBER 9TH, 2019

VETERANS DAY WEEKEND



Address	Trash Dumpsters	Recycle Dumpsters	Recycle/Trash Bins	Cost to Town
100 Black River Dr	4- 6 CY	3- 2 CY	Recycle Bin- 4	\$900
393 E Williams St	3- 8 CY	1- 4 CY	No Bins	\$255.27
300 E Broad St	1- 8 CY	1- 4 CY	Recycle Bin- 1	\$86.54
276 S Raleigh St	2- 8 CY	1- 8 CY*	No Bins	\$256.57
150 Coats Cir	1- 8 CY	2- 8 CY	No Bins	\$1,577.90
12 W Dupree St	1- 4 CY	1- 4 CY	No Bins	\$140.94
100 S Hickory St	1- 4 CY	n/a	n/a	\$215.36
176 Shelly Dr	1- 8 CY	none	No Bins	
370 S Broad St E	1- 8 CY	1- 4 CY	No Bins	
390 S Broad St E	1- 8 CY	1- 4 CY	No Bins	
54 N Broad St E	none	1- 8 CY	No Bins	\$77.50
			TL	\$3,510.08



Board of Commissioners Agenda Report

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

MEETING DATE:	August 20, 2019
PREPARED BY:	Sean Johnson
ISSUE	Town Code Amendment – Water/Sewer Regulations, System Development
CONSIDERED:	Fees
DEPARTMENT:	Planning & Inspections

SUMMARY OF ISSUE:

The Planning Department requests that the Board consider the adoption of an amendment to various sections of Chapter 17 of the Town Code. This amendment intends to update water and sewer related regulations, require master meters for large-scale developments and add System Development Fee language to replace the previous acreage and capacity fees.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends the Board approve the amendments to Chapter 17 of the Town Code as presented.

REQUESTED MOTION: (Amendments will be voted on separately)

I move to approve the amendments to Chapter 17 of the Town Code as presented.

REVIEWED BY TOWN MANAGER:

Attachments:

Town Code Amendment Draft

Water/Sewer Town Code Amendments

Sec. 17-6. - Water service deposit.

Any person desiring town water service shall, before obtaining such service, be required to make a deposit in an amount as ~~determined from time to time by ordinance of the town as prescribed by the town board of commissioners~~ stated in the current rate and fee schedule. This deposit is to be charged to ~~renters~~ tenants only; ~~homeowners~~ property owners will be excluded from the deposit requirement.

(Code 1991, § 17-6; Ord. of 4-18-1989, § 14-3)

Sec. 17-7. - Rates.

The ~~water service~~ fees, ~~charges~~, and ~~usage~~ rates for water and sewer service from the town water and sewer systems shall be as established from time to time by the board of commissioners.

(Code 1975, § 14-4; Code 1991, § 17-7)

Sec. 17-8. - Sewer service charge to commence on completion of water or sewer tap.

When a ~~water or~~ sewer tap is made by the town, the ~~flat rate water and~~ sewer service charge will start immediately upon completion.

Sec. 17-54. – Reserved. ~~Time limit for making connections.~~

~~At such time as a public water or sewer main becomes available to a property, a direct connection shall be made to the public water or sewer main within 60 days. The town board of commissioners may alter this time limit under special circumstances at the request of the property owner.~~

~~(Code 1975, § 14-11; Code 1991, § 17-32)~~

Sec. 17-55. - Installation of lines by developers.

Developers shall install water and sewer lines in accordance with the Town's latest construction specifications and standard details. These installations shall be completed with town ~~approval and~~ supervision, and then ~~turn them over~~ be turned over to the town upon final approval and acceptance by the town.

(Code 1991, § 17-33; Mo. of 4-15-1986)

Sec. 17-56. - Installation of taps by developers.

(a) In new developments, developers shall install water and sewer taps, in accordance with the Town's latest construction specifications and standard details, before the streets are paved.

(b) Taps shall be conducted only by the town staff or licensed utility contractors. ~~or licensed plumbers.~~

(Code 1991, § 17-34; Ord. of 7-21-1987(1); Mo. of 8-3-1993)

Sec. 17-57. – Acreage System Development fees.

(a) Water and sewer System Development Fees ~~service acreage fees~~ are established as authorized by N.C.G.S. 162A-203 in order to fund the costs of capital improvements necessitated by and attributable to new development and to recoup costs of existing facilities which serve such new development. ~~recover the cost of previous capital investments in the water and sewer systems, and to build capital reserve funds for future investment in water and sewer collection distribution and treatment facilities.~~ These fees shall be based upon the size of the meter and are as established from time to time ~~by ordinance,~~ through the process outlined in N.C.G.S. 162A-205 and set forth in the rate and fee schedule of the town. These fees shall be ~~paid~~ charged as follows:

In the case of a residential or nonresidential subdivision, these fees are charged on a per lot basis and are payable prior to the approval of the final plat of the subdivision or an approved phase of the subdivision. Existing lots or parcels for which the owner cannot produce records of previously charged acreage and capacity fees shall be subject to the current System Development fees at the time a building permit is issued.

(b) In addition to the System Development fees ~~all other charges prescribed by ordinance or resolution,~~ there shall be a regulatory fee and meter ~~an acreage fee~~ charge for connecting to the water system and the sewer system of the town. ~~For residential development, these charges shall be calculated on a per lot basis pursuant to the rate and fee schedule. For nonresidential development, these charges shall be based upon the meter size for the project. These charges are to be paid as follows:~~

(1) In the case of a ~~both~~ residential ~~subdivision~~ and nonresidential development, these fees are payable prior to the ~~issuance of the building permit. approval of the final plat of the subdivision or an approved phase of the subdivision.~~ Existing lots or parcels which were approved prior to August 4, 1987, shall be subject to the fee at the time a building permit is issued.

(2) ~~In the case of a nonresidential application, or when there is no subdivision of land involved, these fees are payable prior to the issuance of the building permit.~~

~~(c) These fees are not applicable to land that is proposed for redevelopment, provided that the zoning classification and meter size do not change. If the meter size or zoning classification change to a higher rate of acreage fees, the resulting difference in fees must be paid.~~

(Code 1991, § 17-35; Ord. of 8-4-1987, § 14-43; Mo. of 12-2-1987(1); Mo. of 9-18-1990; Ord. of 3-5-1991)

Sec. 17-59. - Water cutoff valve; sewer lines and cleanout; contractor's water ~~deposit~~ activation

All applicants for water and sewer connections, in addition to other requirements of this chapter, shall comply with the following requirements:

- (1) There shall be installed on each water line a cutoff valve and backflow prevention device on the property owner's side of the water meter box which will provide a means of protecting the Town's water supply and stopping the flow of water without the necessity of using the town's valves in the meter box.
- (2) All sewer lines from buildings to mains shall be constructed of ~~cast iron soil~~ ductile iron pipe, ~~ABS schedule 40~~, or PVC. These lines shall not be smaller than four inches in diameter and should be installed with tracer wire for locating purposes.
- (3) There shall be installed on each sewer line a sewer cleanout installed within the public right of way.
- (4) All items mentioned in subsections (1) and (2) of this section must be approved by the town prior to the town's connecting water to the premises.
- (5) On new construction projects, the contractor or someone acting in his behalf must post a water ~~deposit as would be required for a renter of the property~~ activation fee prior to the town's connecting water to the premises.

(Code 1975, § 14-15; Code 1991, § 17-37; Ord. of 1-3-1989(1), § 14-15)

Sec. 17-61. - Payment of tap fee, Master Meter Required.

- (a) No water or sewer connection shall be made for any premises without first paying the tap fees as listed on the current rate & fee schedule, which can be changed from time to time by the board of commissioners. ~~before any construction is begun by the town. No connection tap charge shall be accepted away from town hall finance offices.~~ For the purposes of this section, tap fees shall include all applicable regulatory fees, system development fees, and meter fees.
- (b) Tap ~~on~~ fees are calculated for each water or sewer tap. ~~The tap on fees and are based on the size of the water or sewer tap. number of dwelling or office units. For example, a 40-unit apartment complex would pay for 40 water and sewer tap fees. A duplex would pay for two water and sewer tap on fees.~~ For residential and nonresidential developments with 10 or more units on a single property, including manufactured home parks, a master meter must be installed to serve the entire development. The size of the master meter required to serve the development shall be determined by the Public Works Director. For developments with less than 10 units on a single property, the property owner must install individual meters serving each unit.
- (c) When a master meter is installed, water and sewer bills will be rendered to the owner of the property. These bills will include a flat rate fee for water and sewer to be calculated using the flat rate shown in the current Rate & Fee Schedule multiplied by the number of units served by the master meter.
- ~~(e) Each dwelling or office unit will be separately metered. For example, a 40-unit apartment complex would be required to install 40 separate water meters. A duplex would be required to install two water meters.~~

(Code 1975, § 14-23; Code 1991, § 17-39; Mo. of 9-18-1990)

Sec. 17-64. – ~~Connection~~ Activation fee.

All ~~homeowners~~ residential and nonresidential building owners and tenants will be required to pay a nonrefundable ~~connection~~ activation fee as established by the rate and fee schedule. This fee is due at the time a water activation application is submitted and is charged to cover the administrative cost to establish each new water account. ~~as established from time to time by ordinance.~~

(Code 1991, § 17-42; Ord. of 2-19-1991)

Water/Sewer Town Code Amendments

Clean Version for Adoption

Sec. 17-6. - Water service deposit.

Any person desiring town water service shall, before obtaining such service, be required to make a deposit in an amount as stated in the current rate and fee schedule. This deposit is to be charged to tenants only; property owners will be excluded from the deposit requirement.

(Code 1991, § 17-6; Ord. of 4-18-1989, § 14-3)

Sec. 17-7. - Rates.

The water service fees and usage rates for water and sewer service from the town water and sewer systems shall be as established from time to time by the board of commissioners.

(Code 1975, § 14-4; Code 1991, § 17-7)

Sec. 17-8. - Sewer service charge to commence on completion of water or sewer tap.

When a water or sewer tap is made by the town, the flat rate water and sewer service charge will start immediately upon completion.

Sec. 17-54. – Reserved.

Sec. 17-55. - Installation of lines by developers.

Developers shall install water and sewer lines in accordance with the Town's latest construction specifications and standard details. These installations shall be completed with town supervision, and then be turned over to the town upon final approval and acceptance by the town.

(Code 1991, § 17-33; Mo. of 4-15-1986)

Sec. 17-56. - Installation of taps by developers.

(a) In new developments, developers shall install water and sewer taps, in accordance with the Town's latest construction specifications and standard details, before the streets are paved.

(b) Taps shall be conducted only by the town staff or licensed utility contractors.

(Code 1991, § 17-34; Ord. of 7-21-1987(1); Mo. of 8-3-1993)

Sec. 17-57. –System Development fees.

- (a) Water and sewer System Development fees are established as authorized by N.C.G.S. 162A-203 in order to fund the costs of capital improvements necessitated by and attributable to new development and to recoup costs of existing facilities which serve such new development. These fees shall be based upon the size of the meter and are established from time to time through the process outlined in N.C.G.S. 162A-205 and set forth in the rate and fee schedule of the town. These fees shall be charged as follows:

In the case of a residential or nonresidential subdivision, these fees are payable prior to the approval of the final plat of the subdivision or an approved phase of the subdivision.

Existing lots or parcels for which the owner cannot produce records of previously charged acreage and capacity fees shall be subject to the current System Development fees at the time a building permit is issued.

- (b) In addition to the System Development fees, there shall be a regulatory fee and meter charge for connecting to the water and sewer system of the town. In the case of both residential and nonresidential development, these fees are payable prior to the issuance of the building permit.

(Code 1991, § 17-35; Ord. of 8-4-1987, § 14-43; Mo. of 12-2-1987(1); Mo. of 9-18-1990; Ord. of 3-5-1991)

Sec. 17-59. - Water cutoff valve; sewer lines and cleanout; contractor's water activation

All applicants for water and sewer connections, in addition to other requirements of this chapter, shall comply with the following requirements:

(1) There shall be installed on each water line a cutoff valve and backflow prevention device on the property owner's side of the water meter box which will provide a means of protecting the Town's water supply and stopping the flow of water without the necessity of using the town's valves in the meter box.

(2) All sewer lines from buildings to mains shall be constructed of ductile iron pipe or PVC. These lines shall not be smaller than four inches in diameter and should be installed with tracer wire for locating purposes.

3) There shall be installed on each sewer line a sewer cleanout installed within the public right of way.

(4) All items mentioned in subsections (1) and (2) of this section must be approved by the town prior to the town's connecting water to the premises.

(5) On new construction projects, the contractor or someone acting in his behalf must post a water activation fee prior to the town's connecting water to the premises.

(Code 1975, § 14-15; Code 1991, § 17-37; Ord. of 1-3-1989(1), § 14-15)

Sec. 17-61. - Payment of tap fee, Master Meter Required.

(a) No water or sewer connection shall be made for any premises without first paying the tap fees as listed on the current rate & fee schedule, which can be changed from time to time by the board of commissioners. For the purposes of this section, tap fees shall include all applicable regulatory fees, system development fees, and meter fees.

(b) Tap fees are calculated for each water or sewer tap and are based on the size of the water or sewer tap. For residential and nonresidential developments with 10 or more units on a single property, including manufactured home parks, a master meter must be installed to serve the entire development. The size of the master meter required to serve the development shall be determined by the Public Works Director. For developments with less than 10 units on a single property, the property owner must install individual meters serving each unit.

(c) When a master meter is installed, water and sewer bills will be rendered to the owner of the property. These bills will include a flat rate fee for water and sewer to be calculated using the flat rate shown in the current Rate & Fee Schedule multiplied by the number of units served by the master meter.

(Code 1975, § 14-23; Code 1991, § 17-39; Mo. of 9-18-1990)

Sec. 17-64. –Activation fee.

All residential and nonresidential building owners and tenants will be required to pay a nonrefundable activation fee as established by the rate and fee schedule. This fee is due at the time a water activation application is submitted and is charged to cover the administrative cost to establish each new water account.

(Code 1991, § 17-42; Ord. of 2-19-1991)

SAMPLE



Town of Smithfield
Planning Department
P.O. Box 761 or
350 East Market Street
Smithfield, NC 27577

Temporary Use Permit Application

TYPES OF EVENT

- | | |
|--|---|
| <input type="checkbox"/> Special Event | <input type="checkbox"/> Modular Office Units. |
| <input type="checkbox"/> Town recognized event _____ | <input type="checkbox"/> Emergency, construction and repair residence. |
| <input type="checkbox"/> Over 100 people in attendance | <input type="checkbox"/> Temporary storage facility (portable storage unit) |
| <input type="checkbox"/> Live Band or Amplified Sound _____ | <input type="checkbox"/> Sale of agricultural products grown off-site |
| <input type="checkbox"/> Requires closure or blockage of Town Street | <input type="checkbox"/> Sale of Fireworks |
| <input type="checkbox"/> Involves Food Trucks | <input type="checkbox"/> Other (please describe) _____ |
| <input type="checkbox"/> Requires Security (potential safety, security concerns) | |
| <input type="checkbox"/> Involves structures larger than 200 square feet and canopies larger than 400 square feet. | |
| <input type="checkbox"/> Involves Town park property | |
| <input type="checkbox"/> Involves Fireworks | |

Name of Event _____

Location of Event (exact street address) _____

Applicant name _____ E-mail address _____

Address _____ Zip _____

Phone number _____ Event date _____

Event start time _____ Event end time _____

Event set up time _____ Event cleanup time _____

Sound amplification Hours _____ Will food or goods be sold? _____

Food Trucks if applicable _____ (requires valid permit for a Mobile Food Unit, NC Sales and Use Certificate, NC Department of Agriculture Permit, and/or ABC Permit, if applicable)

Security agency name & phone, if applicable: _____

Will any Town property be used (i.e., streets, parks, greenways)? _____

If any Town streets require closure, please list all street names. _____

Are event trash cans needed? _____ How many? _____

I hereby certify that the information contained in this application is true to the best of my knowledge and I further certify that this event will be conducted per all applicable local laws. I certify that I have received the attached information concerning the regulations for Temporary Uses. I certify that I have notified all adjoining property owners of the planned temporary use.

Applicant's Name (print) _____ Signature _____ Date _____

Planning Director: _____ Date: _____

Method of Payment: Cash _____ Check# _____ Credit Card _____ Amount \$ _____

Completed applications should be submitted to the Town of Smithfield Planning Department at least 4 weeks prior to the event. Email applications to julie.edmonds@smithfield-nc.com or drop them off in the Planning Department. All applicants should read the following pages before completing all sections required. Incomplete applications may increase the permit processing time. If a person other than the property owner signs this application, a notarized written authorization from the property owner must be attached.

TEMPORARY USE PERMIT PROCEDURES AND SUBMITTAL REQUIREMENTS

The Town of Smithfield requires a Temporary Use Permit, approved by the Planning Department, or the Town Council for various uses. The applicant should contact Town departments directly to make arrangements for public safety personnel or Town property for the event. A list of departments and phone numbers are located below. Failure to make timely arrangements may cause denial of the permit if the Town feels the public health or safety may be affected, or that inadequate steps have been taken to insure that no property damage will be done to Town property. **Property owner notification is required for all types of events.** Attach a signed and notarized affidavit verifying that all adjoining property owners have been notified of the date, time, and description of this event. If the notification was in written form, attach a copy of the letter delivered to adjoining property owners.

The Smithfield Fire Department shall be contacted for carnivals, fairs, tents and membrane structures larger than 200 square feet and canopies larger than 400 square feet.

Events taking place on public streets, in public parks (if in parks, contact Smithfield Parks and Recreation at 919-934-2148). Please provide:

- Complete route, including all intersections where assistance will be needed.
- Details of site where event will begin and end, including set up and clean up
- Traffic access on/off site
- Location/number of off-street parking spaces
- Restroom facilities and trash removal
- Location and type of all temporary structures including tents and canopies
- Proposed signs
- Location and number of food trucks if applicable.

Events taking place at one site. Please provide:

- Location and type of all temporary structures including tents and canopies
- Proposed signage
- Uses on adjacent properties
- Traffic access on/off site
- Location/number of off-street parking spaces
- Restroom facilities and trash removal
- Proposed signs
- Location and number of food trucks if applicable

Food Trucks – Food trucks may conduct sales while parked on a public street when the Town Council has approved a temporary street closing or on property owned by the Town for a Town-sponsored or civic event such as a street festival/fair, or Town Council approved special event. The applicant must also submit a copy of a valid permit for a Mobile Food Unit, NC Sales and Use Certificate, NC Department of Agriculture Permit, and/or ABC Permit when applicable, location of approved grease disposal facility, proof of food truck storage location and a copy of the vehicle or trailer registration.

Food trucks must be located at least 100 feet from the front door of any restaurant and outdoor dining area during restaurant business hours and at least 50 feet from any permitted mobile food vending cart location. Additionally, food trucks are prohibited from parking closer than at least 15 feet of any fire hydrant, and closer than 5 feet from any driveway, sidewalk, utility box or vault, handicapped ramp, building entrance or exit, or emergency call box. Food Trucks serving alcoholic beverages shall be no closer than 50 feet from any place of worship. These minimum distance requirements are all measured in a straight line from the closest point of the proposed food truck location to the closest point from the buffered point, or in the case of a restaurant measured from the closest point of the restaurants main entrance.

Food trucks may not use audio amplification. Freestanding signage shall be limited to a single sandwich board sign of a maximum height of four (4) feet and a maximum length of three (3) feet. All equipment and signage associated with the

food trucks must be located within three (3) feet of the food truck. The food truck operator is responsible for disposing of all trash associated with the operation of the food truck. All areas within fifteen (15) feet of the food truck must be kept clean. Grease and liquid waste may not be disposed in tree pits, storm drains, the sanitary sewer system or public streets.

Modular office units – Factory-fabricated, transportable buildings that are designed to arrive at the site ready for occupancy, except for minor unpacking and connection to utilities, and designed for removal to, and installation at other sites, may be placed on a property to serve as the following, subject to applicable ordinances:

- a) Expansion space for existing churches, health care facilities, and government offices, under specific situations;
- b) Temporary classroom space to augment an existing school facility;

Emergency, construction and repair residences. Factory-fabricated, transportable buildings that are designed to arrive at the site ready for occupancy, except for minor unpacking and connection to utilities, and designed for removal to, and installation at other sites, may be placed on a property to serve as the following, subject to applicable ordinances:

- a) Temporary quarters for a non-residential use when the permanent building has been destroyed by a fire or other physical catastrophe; and

Sale of agricultural products grown off-site: For purposes of this section, locally grown agricultural products are defined as agricultural products grown within the State of NC, including but not limited to: pumpkins; grains and seed crops; fruits of all kinds; vegetables; nursery, floral, ornamental, and greenhouse products; trees and forest products, including Christmas trees, firewood, and pine straw; bees and beekeeping products; seafood; dairy products, any USDA-recognized agricultural product. For purposes of this section, processed or prepared food products of any kind shall not be considered as agricultural products. Additionally:

- a) As well as locations listed above, the temporary sale of agricultural products may occur from a vacant lot.
- b) The temporary sale of agricultural products is exempt from the requirement to be similar to the products of the principal use.
- c) The temporary sale of agricultural products may be accomplished from a vehicle, trailer or tent, per Section 7.30.3 of the UDO.
- d) The temporary sale of agricultural products shall be allowed only with an annual temporary permit which expires on December 31 of each calendar year.
- e) Signs advertising agricultural products for sale shall be allowed provided that:
 1. One ground sign is allowed facing each road on which the property has frontage;
 2. Signs may be displayed only during the season while agricultural products are actually for sale at the location.
 3. Signs shall not exceed 40 sq. feet in area.

Sale of fireworks: The temporary sale of fireworks may be allowed subject to issuance of a temporary use permit pursuant to 7.30.5 of the UDO. The sale of fireworks and other pyrotechnics shall meet all requirements for the temporary sale of non-agricultural goods, except are exempt from the similar product provisions.

Restrictions on fireworks: Section 13-13(9) of the Smithfield Code of Ordinances allows an applicant to request the Town to prohibit the possession, discharge, and/or other use of pyrotechnics other than those used for which a lawful permit has been issued. If the applicant checks "yes" on the application, all types of fireworks, including smoke bombs, sparklers, party poppers, etc., sold legally to the public would be banned at the event. If the applicant checks "no," fireworks sold legally to the general public would be allowed while more dangerous fireworks (rockets, Roman candles, and other exploding fireworks) would still require special permits and approvals. If the applicant wishes to ban all fireworks public notification of such prohibition will be the responsibility of the applicant, both prior to and at the event itself.

Exempt from Temporary Use Permits. Temporary Use Permits are **NOT** required for the following, but may be subject to the maximum allowable time frames and temporary signage requirements:

- a) Athletic events held at approved sports facilities;
- b) Temporary not-for-profit car washes held on developed sites;
- c) Block parties occurring entirely upon the grounds of a private residence or common area of a multi-family residential development;
- d) Other events with 99 people or fewer in attendance provided there is little likelihood of damage to public or private property, injury to persons, public disturbances or nuisances, unsafe impediments to pedestrian or vehicular travel, or other significant adverse effects upon the public health, safety, or welfare;
- e) Private events which are not open to members of the general public typically has a duration of less than 12 hours, and which is not expected to have significant negative impacts on surrounding properties, such as wedding ceremonies, funerals, and private parties, etc.; and
- f) Events which occur or take place entirely within the boundaries of a parcel or parcels which possess development plan approval for such activities, i.e. assembly halls, convention centers, amphitheaters, or event centers, etc.

- g) Sale of Goods Other than Agricultural Products in accordance with UDO Section 7.30.3.
- h) Real estate sales offices and model sales homes in accordance with UDO Section 7.30.2
- i) Temporary construction offices on construction site with an approved site plan in accordance with UDO Section 7.13

Town-recognized events: These are defined as events which is in part, or wholly, sponsored by the Town, recognized by the Town, or proclaimed as a Town-recognized event by the Town Council. Such events shall include only those listed on the Town-recognized Event List as maintained by the Town Clerk. The Town-recognized Event List may be amended as needed by the Town Council. The event sponsors are required to complete temporary use permits and are subject to the maximum allowable time frames, temporary signage requirements, and specific regulations as listed in Section 7.30 of the UDO.

Restrictions on Animals:

Section 4-7 of the Smithfield Code of Ordinances allows that the applicant, for approval of an event, may request that animals not be permitted within the boundaries and confines of the event, with the exception of guide dogs and animals used in the event itself. Upon approval of the request by the Town Manager, responsibility for giving proper notice to the public will rest with the applicant, both in pre-event advertising and through notices posted at the event itself.

Working with various Town Departments:

While the application will be forwarded to the necessary departments for their review, the applicant may need to contact various Town departments directly to make arrangements to utilize Public Safety personnel or Town property for the event.

Police Department: Call 934-2121 to arrange for police assistance in traffic control, parking direction, route layout, etc. If Smithfield police officers will be needed, whether off- or on-duty, arrangements must be made no less than four weeks prior to the event.

Emergency Services: (Fire or EMS Division)—Call 934-2468 to apply for fireworks sales permits, public fireworks display permits and tent permits **ONLY IF** any one single tent is over 200 square feet and any one single canopy is over 400 square feet. Or to arrange for rescue squad personnel or equipment to be present at your event

Permits and Inspections: Call 934-2116 ext. 1111 to apply for temporary use permits. The application is also located at www.smithfield-nc.com in the Planning Department section under printable forms and documents.

Public Works: Call 934-2596 to arrange for barricades, trash and/or rubbish removal by the Town, including arrangements for dumpsters.

Parks and Recreation: Call 934-2148 to arrange for use of Town property, such as Town Commons Stage, Parks or Greenway.

Town Recognized Events List

Through this approval and future ordinance amendments, Temporary Use Permits will be required; however, no fees will be associated with the permit applications submitted for events on the Town Recognized Events list. Requiring permits will reduce scheduling conflicts and will facilitate better internal communication and coordination among Staff.

The following list includes those events that are recognized by the Town of Smithfield as “town recognized events.” This list may be amended as required only by action of the Town Council.

- Ham and Yam Festival
- Ava Gardner Festival
- Tree Lighting
- Christmas Parade
- Town Board Events
- DSDC Events
- Fireworks
- Endless Yard Sale

While exempt from temporary use fees and sign permits, accepting any of these events as town-recognized would not exempt them from Police or Fire Department regulations or building permit requirements, if necessary. This list is maintained in the Town Clerk’s office and may be amended only through Town Council action.

Special Events

Any organized event, specifically including, but not limited to, a circus, carnival, cultural event, fair, party, communal camping, or celebration, which reasonably may be expected to attract more than 100 persons at any one time, or which otherwise may reasonably be expected to increase the risk of:

- Damage to public or private property, beyond normal wear and tear;
- Injury to persons;
- Public or private disturbances or nuisances;
- Unsafe impediments or distractions to, or congestion of, vehicular or pedestrian travel;
- Significant additional police, fire, trash removal, maintenance, or other public services, demands; or
- Other significant adverse effects upon the public health, safety, or welfare

The term "special event" shall not include any organized activities conducted at sites and facilities that are legal uses and structures under this Ordinance and that are typically intended and used for such activities. Examples of such activities include, but are not necessarily limited to, sporting events such as 10K runs not held on public right-of-way, golf, soccer, softball, and baseball tournaments conducted on courses or fields intended and used for such activities; wedding services conducted at reception halls or similar facilities; funeral services conducted at funeral homes or cemeteries; religious services, wedding services, and funeral services conducted at places of worship; or noncommercial activities occurring within, or upon the grounds of, a private residence or upon the common areas of a multi-family residential development.