



## Town of Angier

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

Robert K. Smith  
Mayor

Elizabeth Krige  
Town Manager

Veronica Hardaway  
Town Clerk

### BOARD OF COMMISSIONERS WORKSHOP

August 15, 2023

6:30pm

**Pledge of Allegiance**

**Invocation**

**Approval of Agenda**

#### **Public Hearing**

1. **Rezoning Request Submitted by K & C Holdings, LLC – (*Jeff Jones, Planning Director*)**
  - a. Staff has received a rezoning request from K & C Holdings, LLC to rezone approximately .55 acres located on W. Williams Street; Lot 15 & Tract A, Angier, NC (Harnett PINs: 0674-50-8044 & 0674-50-8090) from R-10 to R-6.

#### **Business Items:**

1. **Advisory Board Introduction Interviews & Appointments – (*Veronica Hardaway, Town Clerk*)**
  - a. Interviews, consideration of nominations, and appointments to the ABC Board.
2. **Project Status Updates (PD/Town Hall/Park, etc.) – (*Elizabeth Krige, Town Manager*)**
3. **Town Affiliation with Angier Cemetery – (*Elizabeth Krige, Town Manager*)**
4. **Speeding in Downtown Areas – (*Elizabeth Krige, Town Manager*)**
5. **Flooding near Neill's Pointe Subdivision – (*Elizabeth Krige, Town Manager*)**
6. **Flooding at NC-210 and Park Street – (*Bill Dreitzler, Town Engineer*)**



## Town of Angier

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

Robert K. Smith  
Mayor

Elizabeth Krige  
Town Manager

Veronica Hardaway  
Town Clerk

**7. MIT Interlocal Agreement with the North Carolina League of Municipalities –  
(Elizabeth Krige, Town Manager)**

- a. Consideration and approval an Interlocal Agreement for participation in the MIT Health Pool with the North Carolina League of Municipalities.

**8. Board of Commissioner Representation on RFQ Committee**

**Closed Session pursuant to NCGS 143-18.11 (a)(3) to consult with the Town Attorney**



## Board of Commissioners Agenda Report

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

---

<b>MEETING DATE:</b>	August 15, 2023
<b>PREPARED BY:</b>	Jeff Jones, AICP
<b>ISSUE</b>	Rezoning Request
<b>CONSIDERED:</b>	
<b>DEPARTMENT:</b>	Planning & Inspections

---

### SUMMARY OF ISSUE:

Staff has received a rezoning request from K & C Holdings to rezone approximately .55 acres located along W. Williams St., Angier, NC 0674-50-8044 & 0674-50-8090

The current zoning is R-10 and the requested zoning is R-6.

The Planning Board recommended approval of the rezoning request at their July 6th meeting.

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

**FINANCIAL IMPACT:** N/A

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

**REQUESTED MOTION:** I move to approve the rezoning request to R-6.

**REVIEWED BY TOWN MANAGER:**

**Attachments:**

Rezoning Application  
Staff Report



# REZONING STAFF REPORT

Staff Contact: Jeff Jones, AICP  
jajones@angier.org  
(919) 639-2071

Planning Board: July 6, 2023

Public Hearing: August 15, 2023

Requesting Rezoning: (Angier) R-10 to (Angier) R-6

## Applicant Information

### Owner of Record:

Name: Gregory Inc.  
Address: 62 E. McIver Street  
City/State/Zip: Angier, NC 27501

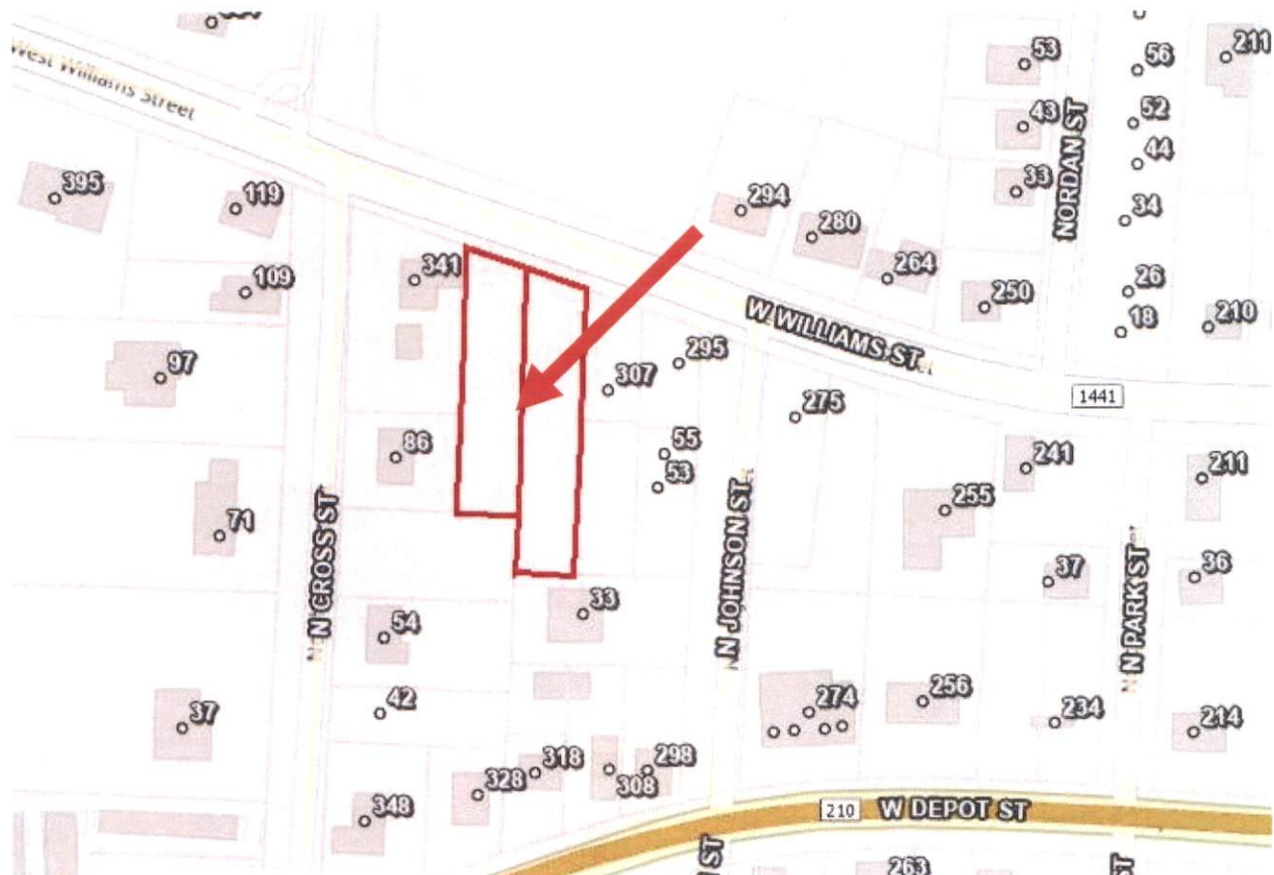
### Applicant:

Name: K & C Holdings LLC  
Address: 206 Raleigh street  
City/State/Zip: Fuquay-Varina, NC 27526

## Property Description

PIN(s): 0674-50-8044 & 0674-50-8090 Acreage: .55 Acres  
Address: W. Williams Street Lot 15 & Tract A, Angier, NC

## Vicinity Map







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

P=Permitted Use R-10 Special Use B-6

## Zoning Compatibility

## Physical Characteristics



Aerial Photograph (2017)

**Site Description:** The property is Vacant

**Surrounding Land Uses:** Surrounding Land Uses include medium to high density residential.

## Services Available

Water:

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

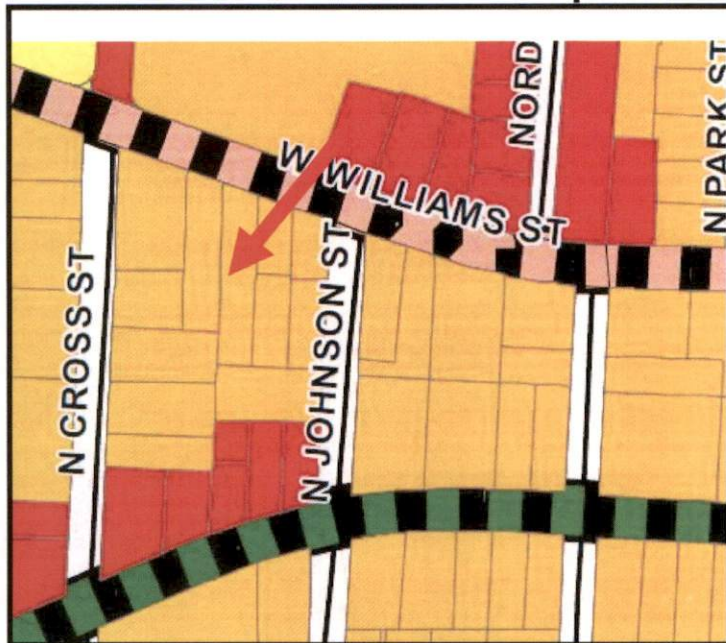
Sewer:

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

Transportation:

Access is provided by W. Williams Street.

## Land Use Classification Compatibility



Future Land Use Map (2017)

	REQUESTED ZONING	LAND USE
	R-6	HI DENS
Parks & Rec Facilities		
Single Family	✓	✓
Multi-Family	✓	✓
Churches		✓
Schools		✓
Medical Office		
Retail Uses		
Restaurants		
Governmental Uses		
Distribution		
Manufacturing Uses		

## 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 allow for zoning that matches the adjacent developed residential lots.
- ☒ **Yes** ☐ **No** The requested zoning district is COMPATIBLE with the existing Land Use Classification.  
REASONING: The requested zoning is in line with the High Density 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 housing in harmony with the surrounding neighborhood.
- ☒ **Yes** ☐ **No** The request is for a SMALL SCALE REZONING and should be evaluated for reasonableness  
REASONING: The proposed rezoning will allow for uses similar to surrounding uses, especially those parcels served with Public Water and Sewer.



---

---

## **Suggested Statement-of-Consistency**

The future Land Use plan has these parcels as High Density Residential, which R-6 would fall under. While just outside of the identified redevelopment area of the comprehensive plan. The high density designation would support the rezoning and will facilitate additional infill housing development that will be similar to the adjacent housing. It is recommended that this rezoning request be **APPROVED**.

---

---

### **Staff Recommendation**

The future Land Use plan has these parcels as High Density Residential, which R-6 would fall under. While just outside of the identified redevelopment area of the comprehensive plan. The high density designation would support the rezoning and will facilitate additional infill housing development that will be similar to the adjacent housing. It is recommended that this rezoning request be **APPROVED**.

---

---

### **Planning Board Recommendation**

At their July 6<sup>th</sup> meeting, the Planning Board recommended **APPROVAL** of the proposed 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: \_\_\_\_\_  
Case #: \_\_\_\_\_

**Property Owner:**

Name: Gregory Inc  
Address: 62 E Mciver Street  
City/State/Zip: Angier, NC 27501  
E-mail: sgreg99413@gmail.com  
Phone: 919-639-2646

**Applicant:**

Name: K&C Property Holdings LLC  
Address: 206 Raleigh Street  
City/State/Zip: Fuquay Varina  
E-mail: office@gemstonehomesnc.com  
Phone: 919-355-6549

**Property Description**

PIN(s): 0674-50-8044.000 & 0674-50-8090.000  
Acreage: .26 & .29 acres  
Address: W. Williams Street Lot 15 & Tract "A"  
Deed  
Book: 4157 Page: 0528

**Rezoning Request:**

Existing zoning district:

R-10

Requested zoning district:

R-6

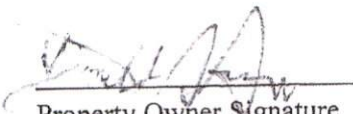
**Required Attachments:**

- 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

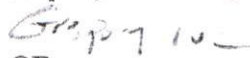


**Signatures:**

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

6-9-23  
Date

  
OR

Christopher Schiavone  
Authorized Agent Signature

6/7/2023  
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.*

## **Rezoning Application**

**for**

**W.Williams Street, Lot 15 & Tract "A"**

We would like to propose the rezoning of the referenced properties above from R-10 to R-6. The future Land Use plan has these parcels as High Density Residential, which R-6 would fall under. While just outside of the identified redevelopment area of the comprehensive plan. I think the high density designation would support the rezoning.

Thanks for your consideration,

Ken Godwin  
President - Gemstone Homes  
919-355-6549

Matthew S. Willis Register of Deeds  
Harnett County, NC  
Electronically Recorded  
06/30/2022 11:36:45 AM  
Book: 4157 Page: 528 - 531 (4)  
Instrument Number: 2022104033

NC Rev Stamp: \$80.00

Fee: \$26.00

HARNETT COUNTY TAX ID #  
04067419240026  
04067415160003 01

06-30-2022 BY: AG

**STATE OF NORTH CAROLINA  
COUNTY OF HARNETT**

**GENERAL WARRANTY DEED**

Excise Tax: \$80.00

Parcel ID Number: 04067419240026 and 04067415160003 01

Prepared By & Mail to: Pope & Pope, Attorneys at Law, P.A.  
PO Box 790, Angier, NC 27501  
File No: 22.274

THIS DEED made this 23 day of June, 2022, by and between

GRANTOR	GRANTEE
Cecilia Y. Sneed (who took title as Cecilia Y. Denning) 1320 Kershaw Drive Raleigh, NC 27609	Gregory, Inc., a North Carolina Corporation 62 E. McIver Street Angier, NC 27501

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

**W I T N E S S E T H:**

THAT said Grantor, for and in consideration of the sum of TEN and no/hundredths DOLLARS (\$10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, has given, granted, bargained, sold, and conveyed, and by these presents does hereby give, grant, bargain, sell, and convey unto said Grantee, its

Page 1 of 4 Pages

**Pope & Pope, Attorneys at Law, P.A.**

Submitted electronically by "Pope & Pope, Attorneys at Law, P.A."  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Harnett County Register of Deeds.



heirs, successors, administrators, and assigns forever, all of that certain piece, parcel, or tract of land situate, lying, and being in Black River Township of said County and State, and more particularly described as follows:

**TRACT I**

Parcel ID No.: 04067419240026

BEING all of Lot 15, containing 0.289 acre, more or less, as shown upon that map entitled, "Recombination Map For Cecilia Y. Sneed" prepared by Larry I. Chasak, Professional Land Surveyor, dated 07-19-99 and recorded in Map No. 99-364, Harnett County Registry, reference to which map is hereby made for greater certainty of description. This is the same property that was formerly described as Lot 15 in the plot and survey made by A.W. Gregory of the Mills property in West Angier, dated October 25, 1921, recorded in Book of Maps #2, Page 71, in the office of the Register of Deeds of Harnett County.

For title reference, see that Deed from H.P. Barbour, et ux. to Robert L. Young and wife, Margaret G. Young recorded in Book 292, Page 77, Harnett County Registry. See also, the Estate of Robert L. Young, Harnett County Clerk of Court File No. 3634 and the Estate of Margaret G. Young, Harnett County Clerk of Court File No. 99 E 243.

**TRACT II**

Parcel ID No.: 04067415160003 01

BEING all of Tract "A", containing 0.258 acre, more or less, as shown upon that map entitled, "Recombination Map For Cecilia Y. Sneed" prepared by Larry I. Chasak, Professional Land Surveyor, dated 07-19-99 and recorded in Map No. 99-364, Harnett County Registry, reference to which map is hereby made for greater certainty of description.

For title reference, see Book 256, Page 401 and Book 494, Page 267, Harnett County Registry. See also, the Estate of Robert L. Young, Harnett County Clerk of Court File No. 3634 and the Estate of Margaret G. Young, Harnett County Clerk of Court File No. 99 E 243.

Pursuant to NCGS §105-317.2 the Grantor herein acknowledges that the real property conveyed herein ☐ does / ☒ does not include the primary residence of the grantor.

The herein described lands are conveyed to and accepted by the Grantees subject to all other easements, rights-of-way and restrictions shown on said map and listed on the public record.


This conveyance is expressly made subject to the lien created by Grantor's real 2022, Harnett County ad valorem taxes.



TO HAVE AND TO HOLD the above-described lands and premises, together with all appurtenances thereunto belonging, or in any wise appertaining, unto the Grantee, its heirs, successors, administrators, and assigns forever, but subject, however, to the limitations set out above.

AND the said Grantor covenants to and with said Grantees, its heirs, successors, administrators, and assigns that it is lawfully seized in fee simple of said lands and premises, and has full right and power to convey all said interest in the same to the Grantee (but subject, however, to the limitations set out above) and that said lands and premises are free from any and all encumbrances, except as set forth above, and that it will (and its heirs, successors, administrators, and assigns shall) forever warrant and defend the title to the same lands and premises, together with the appurtenances thereunto appertaining, unto the Grantee, its heirs, successors, administrators, and assigns against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantors have hereunto set their hand and seal and do adopt the printed word "SEAL" beside their name as their lawful seal as of the day and year first above written.

 (Seal)  
Cecilia Y. Sneed (who took title as  
Cecilia Y. Denning), by Elizabeth D.  
Van Noordt, her Attorney-In-Fact

STATE OF NORTH CAROLINA  
COUNTY OF Brunswick

I, Cori D. Palmer, a Notary Public for the County and State aforesaid, do hereby certify that Elizabeth D. Van Noordt, Attorney-in-fact for Cecilia Y. Sneed, personally appeared before me this day and being by me duly sworn, says that she executed the foregoing and annexed instrument for and in behalf of the said Cecilia Y. Sneed and that her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the Office of the Register of Deeds, Wake County, North Carolina, on the 6th day of November, 2018, and recorded in Deed Book 17286, Page 548, Wake County Registry, and that this instrument was executed under and by virtue of the authority given by said instrument granting her power of attorney.

I do further certify that the said Elizabeth D. Van Noordt Attorney in Fact for Principal, Cecilia Y. Sneed, acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said Cecilia Y. Sneed.

Witness my hand and official seal/stamp, this the 23 day of June, 2022.



Cori D. Palmer  
Notary Public

My Commission Expires:

August 26, 2023



## Board of Commissioners Agenda Report

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

---

**MEETING DATE:** August 15, 2023  
**PREPARED BY:** Veronica Hardaway  
**ISSUE** Advisory Board Interviews & Appointments  
**CONSIDERED:**  
**DEPARTMENT:** Administration

---

### SUMMARY OF ISSUE:

Introduction interviews to be given to potential candidates for the ABC Board. Consideration of nominations and appointments following interviews.

*Note: There are 2 vacant seats currently; those appointed will finish the remaining terms of former members. Jr. Price's term ends 12/31/24 and Mike Hill's term ends 12/31/25.*

### FINANCIAL IMPACT:

N/A

### RECOMMENDATION:

Staff recommends appointment of members to begin their term.

### REQUESTED MOTION:

Nominations and appointments made for candidates to serve on the ABC Board.

### REVIEWED BY TOWN MANAGER:

### Attachments:

- 1 Advisory Board Breakdown
- 2 Candidate Applications

## **Advisory Board Vacancies:**

### **ABC Board – 3yr Term**

2 vacancies

---

## **Advisory Board Candidate Applications Received:**

**ABC Board – Serving remaining terms of 2 former members. Jr. Price's term ends 12/31/24 and Mike Hill's term ends 12/31/25.**

Nicholas Adcock

Joe Langley

Tom Taylor

---





## Town of Angier Board, Commission, or Committee Application

Mayor Bob Smith

Loru Boyer Hawley, Ward 1  
William Alan Coats, Ward 2

Jim Kazakavage, Ward 3  
George "Jr." Price, Ward 4

Name: NICHOLAS ADCOCK Date: 7/24/23  
Home Address: 180 GREEN FOREST CIRCLE, DUNN, NC 28334  
Email: NDA412@GMAIL.COM  
Telephone Numbers: \_\_\_\_\_ (919) 924-2998 (919) 552-6445  
(Home) (Mobile) (Work)  
Date of Birth: 04/12/1983 ☒ Male ☐ Female

*Yearly appointments to all boards and commissions are normally made by January 1 of each year, except in cases of unanticipated vacancies which shall be filled as soon as possible.*

### Application for Appointment to:

*Please mark your 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> choice by putting a 1, 2, or 3 next to the Board or Commission you would like to serve on.*

1 Board of Alcoholic Control – 3yr term \_\_\_\_\_ Community Development Committee – 2yr term  
\_\_\_\_\_ Planning Board (In-town) – 2yr term \_\_\_\_\_ Planning Board/Board of Adjustment (ETJ Member)  
– 2yr term

**The Town of Angier appreciates your interest in serving on a Board. In order to consider this application and provide a sense of balance to various Boards, the Town of Angier requests that the following information be provided:**

Employer: WHOLESALE MOTORS Occupation: GENERAL MANAGER

Circle highest level of education completed: (High School) 10 11 12 GED College (1) 2 3 4 5 6

Do you reside within Town Limits of Angier? ☐ Yes ☒ No Length of Residence in Angier: \_\_\_\_\_ Yrs \_\_\_\_\_ Mths

Have you recently attended a meeting of the board you are interested in serving on: ☐ Yes ☒ No

Civic or Service Organization Experience: I CURRENTLY SERVE AS  
THE FUNDING DIRECTOR FOR THE MILITARY NON PROFIT  
ORGANIZATION VETS TO DRONES.

Town Boards previously served on and year(s) served: NONE

Please list any other Boards/Commissions/Committees on which you currently serve: NONE

Please list any experience or education you have relevant to the Board you are applying for and why you wish to serve: I'VE BEEN THROUGH SUPPLY SCHOOL AND LOGISTICS SCHOOL THROUGH THE UNITED STATES MARINE CORPS. I THINK I WOULD BE A GREAT FIT AS I KNOW RETAIL SALES, SUPPLY, AND CUSTOMER SERVICE VERY WELL!

Is there any conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as an appointee of the Angier Board of Commissioners? If yes, please explain NONE

I understand this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge. I understand that any misstatement may be cause for my removal from any Board/Commission/Committee. I understand regular attendance to any Board/Commission/Committee is important and, accordingly, I further understand that if my attendance is less than the standards established for any such body that this is cause for removal. Information contained in this application will be considered when making appointments and candidates may be interviewed prior to appointment.

I affirm that I have read and understood all of the above

Printed Name: NICHOLAS DANIEL ADCOCK

Signature: [Signature] Date: 7/24/23

**Applicants are required to be a resident of the Town of Angier for In-Town positions and within the Town's ETJ for ETJ positions.**

Return completed to:

Veronica Hardaway

Town clerk

PO Box 278

Angier, NC 27501

Phone: 919.331.6703

Fax: 919.639.6130

Email: [yhardaway@angier.org](mailto:yhardaway@angier.org)

*Received  
7/24*



## Town of Angier Board, Commission, or Committee Application

Mayor Bob Smith

Loru Boyer Hawley, Ward 1  
William Alan Coats, Ward 2

Jim Kazakavage, Ward 3  
George "Jr." Price, Ward 4

Name: Joe Langley

Date: July 28, 2023

Home Address: 298 Kirk Adams Road, Angier, N.C. 27501

Email: [jedwardlangley@gmail.com](mailto:jedwardlangley@gmail.com)

Telephone Numbers: (919)-798-0196  
(Home/Mobile)

Date of Birth: 12/18/1951

☒ Male

☐ Female

*Yearly appointments to all boards and commissions are normally made by January 1 of each year, except in cases of unanticipated vacancies which shall be filled as soon as possible.*

### Application for Appointment to:

Please mark your 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>d</sup> choice by putting a 1, 2, or 3 next to the Board or Commission you would like to serve on.

1 1<sup>st</sup> Board of Alcoholic Control – 3yr term    \_\_\_ Community Development Committee – 2yr term

\_\_\_ Planning Board (In-town) – 2yr term    \_\_\_ Planning Board/Board of Adjustment (ETJ Member)

**The Town of Angier appreciates your interest in serving on a Board. In order to consider this application and provide a sense of balance to various Boards, the Town of Angier requests that the following information be provided:**

Employer: Retired

Circle highest level of education completed: (High School) 10 11 12 GED College 1 2 3 4 5 6



Do you reside within Town Limits of Angier? ☐ Yes ☒ No Length of Residence in Angier: 30 Yrs.  
0 Mths.

Have you recently attended a meeting of the board you are interested in serving on: ☒ Yes ☐ No

Civic or Service Organization Experience:

- Board Chair, Boys and Girls Club of Central Carolina
- Harnett County Partnership for Children, Board Chair
- Board of Directors Angier Chamber of Commerce
- Past President, Angier Chamber of Commerce
- Treasurer, Angier Chamber of Commerce
- St. Bernadette Catholic Church Finance Committee
- Chairman of Bishop's Annual Appeal
- Knights of Columbus
- Angier Kiwanis Club Past President

Town Boards previously served on and year(s) served: None

Please list any other Boards/Commissions/Committees on which you currently serve:

- Board Chair, Boys and Girls Club of Central Carolina
- Harnett County Partnership for Children, Board Chair
- Board of Directors Angier Chamber of Commerce
- Treasurer, Angier Chamber of Commerce
- St. Bernadette Catholic Church Finance Committee

Please list any experience or education you have relevant to the Board you are applying for and why you wish to serve:

- Master Of Science (M.Sc.) In Cyber Security, 2019, University of Maryland University College, Upper Marlboro, Md
- Bachelor Of Science (B.Sc.) In Computer Information Systems and Business, 1985, North Carolina Wesleyan College, Rocky Mount, NC
- Bachelor Of Arts - 1975, North Carolina State University, Raleigh, N.C. 27501

More than 30 years experience in sales, software development, accounting, budgeting and revenue cycle

Is there any conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as an appointee of the Angier Board of Commissioners? If yes, please explain – No Conflict of Interest





## Town of Angier Board, Commission, or Committee Application

---

I understand this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge. I understand that any misstatement may be cause for my removal from any Board/Commission/Committee. I understand regular attendance to any Board/Commission/Committee is important and, accordingly, I further understand that if my attendance is less than the standards established for any such body that this is cause for removal. Information contained in this application will be considered when making appointments and candidates may be interviewed prior to appointment.

I affirm that I have read and understood all of the above

Printed Name: Joe Langley

Signature: \_\_\_\_\_

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

*Joe Langley*  
*7/28/2023*

**Applicants are required to be a resident of the Town of Angier for In-Town positions and within the Town's ETJ for ETJ positions.**

Return completed to:

Veronica Hardaway

Town clerk

PO Box 278

Angier, NC 27501

Phone: 919.331.6703

Fax: 919.639.6130

Email: [vhardaway@angier.org](mailto:vhardaway@angier.org)

*received*  
*7/28*



## Town of Angier Board, Commission, or Committee Application

Mayor Bob Smith

Loru Boyer Hawley, Ward 1  
William Alan Coats, Ward 2

Jim Kazakavage, Ward 3  
George "Jr." Price, Ward 4

Name: THOMAS S. TAYLOR Date: 7/31/23

Home Address: 871 N. BENTON ST. ANGIER NC 27501

Email: ttaylor372@aol.com

Telephone Numbers: 919.639-9444 919.796-6738  
(Home) (Mobile) (Work)

Date of Birth: 07/06/1939 ☒ Male ☐ Female

*Yearly appointments to all boards and commissions are normally made by January 1 of each year, except in cases of unanticipated vacancies which shall be filled as soon as possible.*

### Application for Appointment to:

*Please mark your 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> choice by putting a 1, 2, or 3 next to the Board or Commission you would like to serve on.*

1<sup>st</sup> Board of Alcoholic Control – 3yr term      \_\_\_ Community Development Committee – 2yr term  
\_\_\_ Planning Board (In-town) – 2yr term      \_\_\_ Planning Board/Board of Adjustment (ETJ Member)  
– 2yr term

**The Town of Angier appreciates your interest in serving on a Board. In order to consider this application and provide a sense of balance to various Boards, the Town of Angier requests that the following information be provided:**

Employer: RETIRED Occupation: PLANNING/GOVERNMENT

Circle highest level of education completed: (High School) 10 11 12 GED College 1 2 3 4 5 6

Do you reside within Town Limits of Angier? ☒ Yes ☐ No Length of Residence in Angier: 27 Yrs \_\_\_ Mths

Have you recently attended a meeting of the board you are interested in serving on: ☒ Yes ☐ No

Civic or Service Organization Experience: PAST GOVERNOR NC OPTIMIST, HARNETT CO.  
RED CROSS, HARNETT CO. BOARD OF ADJUSTMENT

Town Boards previously served on and year(s) served: ANGIER PLANNING BOARD

ANGIER ABC

Please list any other Boards/Commissions/Committees on which you currently serve: \_\_\_\_\_

Boy Scout Troop 444 COMMITTEE, OCLONELCHE COUNCIL BOARD BSA

Please list any experience or education you have relevant to the Board you are applying for and why you wish to serve: I WOULD LIKE TO SERVE TO HELP ANGIER GROW

AND TO GIVE BACK TO THIS COMMUNITY.

Is there any conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as an appointee of the Angier Board of Commissioners? If yes, please explain NONE

I understand this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge. I understand that any misstatement may be cause for my removal from any Board/Commission/Committee. I understand regular attendance to any Board/Commission/Committee is important and, accordingly, I further understand that if my attendance is less than the standards established for any such body that this is cause for removal. Information contained in this application will be considered when making appointments and candidates may be interviewed prior to appointment.

I affirm that I have read and understood all of the above

Printed Name: THOMAS S. TAYLOR

Signature: Thomas S. Taylor

Date: 7/31/23

**Applicants are required to be a resident of the Town of Angier for In-Town positions and within the Town's ETJ for ETJ positions.**

Return completed to:

Veronica Hardaway

Town clerk

PO Box 278

Angier, NC 27501

Phone: 919.331.6703

Fax: 919.639.6130

Email: [vhardaway@angier.org](mailto:vhardaway@angier.org)

Received  
7/31/23





## Town of Angier

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

Robert K. Smith  
Mayor

Elizabeth Krige  
Town Manager

Veronica Hardaway  
Town Clerk

### Project Status Update

August 15, 2023

#### 1) WWTP Capacity Purchase

This project is a priority. Current cost estimate from Bill is \$10,400,000. Total amount of funding from ARPA is \$7,818,750. Shortfall of \$2,581,250.

- The total amount of capacity after the purchase is 2.258 MGD.
- Original agreement 1.008 MGD. Currently send 634,000 gallons per day. The developments that have been approved but not yet built represent not yet tributary, meaning they will eventually go to the WWTP but no one is occupying the home yet. The not yet tributary amount is 875,000 gallons per day. After the additional capacity is purchased, the town will have about 750,000 gallons of capacity left per day.

**Staff Recommendation:** Working with USDA to get funding for the shortfall. We may qualify for a partial grant. The town could contract with McGill & Associates (or others) to get a state grant. The Board could consider setting aside a portion of capacity for industrial/commercial users.

#### 2) Police Department

The RFQ has been released. A call with the LGC has been scheduled to discuss the approval process from them. You may remember that most types of debt have to be approved by the LGC before the town can borrow money.

- Annual debt service for a \$5 million loan (30 years at 4% interest) = \$286,000
- Assuming next year's revenues stay the same, there is \$680,000 to pay toward debt service (one time projects-\$600,000, end of obligation to the library-\$80,000)



## Town of Angier

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

Robert K. Smith  
Mayor

Elizabeth Krige  
Town Manager

Veronica Hardaway  
Town Clerk

**Staff Recommendation:** Continue to work with the LGC and identify financing/funding sources for the Police Department.

### 3) Facility at Police Range

Chief Thompson has been in touch with an engineer, we are waiting for the plans to be finalized. During your last meeting, funds appropriated last year were re-appropriated for FY 24. The budget for this facility is \$153,844.

### 4) Town Hall

At this time, we are making do with what we've got.

**Staff Recommendation:** Evaluate current site and current facility. Compare the cost of renovation to new construction. To my knowledge, a budget has not been set for this project.

### 5) Park

According to the Park Master Plan, cost to construct is \$13-19 million. Assuming the highest cost of \$19.4 with a 5% increase due to the estimate being a year old the total cost is \$20.4 m.

- Create a "phased" approach to construction. Site Work cost estimates are being requested.
- Approach the County for a partnership. The County has pocket parks in all the other municipalities.
- Debt at Jack Marley is paid off. The annual debt service was \$83,333.

**Staff Recommendation:**

Explore all entrance options including Campbell Street and Guy Road. Schedule meetings with the Board, Parks & Recreation Director and elected officials (Penny, Burgin, and Nickel) to determine if funding from the legislature is available.

Begin working on a Part F Grant, the maximum amount of the grant is \$500,000 with a \$500,000 match. Submission will be Spring of 2024.

Begin working on a Land and Water Conservation Fund grant, maximum amount is \$500,000; with a \$500,000 match.

Request USDA funding for \$5 million.



## Town of Angier

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

Robert K. Smith  
Mayor

Elizabeth Krige  
Town Manager

Veronica Hardaway  
Town Clerk

### 6) Community Center

The estimated cost about \$7 million. The Community Center will be located at Jack Marley Park and will take up part of a playing field. Once construction begins on this project, the park expansion at Campbell Street will need to begin.

### 7) 500,000 Gallon Elevated Water Storage Tank

- Project is under design
- Project schedule: Bid and Design Package Submittal Sept. 1, 2023  
Bid and Design Package Approval January 1, 2024  
Advertise, Bid, Submit Bid info, ATA May 1, 2024  
Execute construction contract June 1, 2024  
Final Certification and Closeout December 1, 2025  
\*\*Funds must be spent by 12-31-2026
- Estimated project cost \$3,313,500, not including legal fees or land acquisition
- Amount of funding from state \$3,313,500





## Board of Commissioners Agenda Report

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

---

**MEETING DATE:** August 15, 2023  
**PREPARED BY:** Veronica Hardaway  
**ISSUE** Town Affiliation with Angier Cemetery  
**CONSIDERED:**  
**DEPARTMENT:** Administration

---

### SUMMARY OF ISSUE:

Commissioner Coats was asked by community members about the Board appointing trustees to the Angier Cemetery Board. After researching, it was found where a request was made for the Town to take over maintenance of the cemetery but could not find any evidence that the Town did so. Also, there has been no record indicating that members have been appointed by the Board of Commissioners to the Angier Cemetery Board.

### FINANCIAL IMPACT:

N/A

### RECOMMENDATION:

### REQUESTED MOTION:

### REVIEWED BY TOWN MANAGER:

### Attachments:

# Memo

**To:** Elizabeth Yokley-Krige, Town Manager  
**From:** Bill Dreitzler, P.E., Town Engineer  
**Date:** August 8, 2023  
**Re:** Hwy 210 Flooding – July 14, 2023 Rain Event

---

Elizabeth,

As discussed, Jimmy Cook and myself met with Ray Pleasant, Ashley Gilliam and W.L. Hargis on 7-26-23 to discuss flooding that occurred on their respective properties along Hwy 210 following a significant July 14, 2023 rain event. The property owners shared photos of the flooding impacts. It is my understanding that the referenced storm was an approximately 3-inch rain event in a 1-hour time frame, which is significant. Temporary flooding occurred in multiple areas within Harnett County following this event. As is typical with a heavy rainfall in a short period of time, flooding occurred and then receded within hours after the storm. The main concern from the property owners was that the flood level was higher and therefore more expansive on their lots post installation of the new sidewalk than was observed prior to the sidewalk installation. The sidewalk project included an upgrade in diameter to pipe that drains the impacted area from Hwy 210 to the open ditch in West Lillington. The pipe size upgrade was designed to help mitigate the flooding that has occurred in this area over the years; however, it was also understood it would not eliminate the flooding situation. With regards to Ray Pleasant's building and the Farm Bureau building, prior to the sidewalk installation there was a ditch section along Hwy 210. The hydraulic design for the sidewalk project indicated that these parcels would drain into the upgraded underground pipe system. Hydraulic modeling will be needed to evaluate whether the sidewalk is impacting drainage or if the flooding that occurred was predictable based on the level of the storm event. To summarize my recommendations discussed with the property owners, please consider:

1. I discussed the 2022 Flood Mitigation Study for the Southwest Quadrant of Angier and the areas expected to flood during specific rain events based on the modeling.
2. The Study results led to three specific drainage system improvement projects to mitigate the flooding, MM#1, MM#2 and MM#3. The total cost of these measures is estimated to be approximately \$3.3 million.
3. MM#3 is in the design phase. This project is the upgrade in culvert size at South Broad and Hidden Acres Estates (the most downstream mitigation measure).
4. MM#1 and MM#2 have an estimated cost of \$2.5M and funding sources are being sought.
5. The timeframe to have these last 2 mitigation measures designed and installed is likely 2 to 4 years depending on the ability to secure funding.

6. I discussed with the property owners that I would meet with the consultant that prepared the 2022 Study and determine if we can modify the model using the July 14, 2023 rain event. If we can calibrate the model to accurately predict the flooding that occurred, we can evaluate potential short-term measures that may reduce the flood levels and therefore reduce the overall impacts. After reaching out to Gradient, they provided me the following memorandum outlining tasks and cost to achieve the model modifications. Please consider:



**Town of Angier  
Supplemental Flood Study**

On July 14, 2023, the Town of Angier experienced flooding along West Depot Street due to an approximate 3-inches of rainfall within a 1-hour period. The Town would like to gather the data from this rainfall event, conduct a hydrologic and hydraulic (H&H) model of the existing system to determine if the results of the model match the flooding experienced.

Further, the Town would like to determine if there are any short-term solutions to reduce this flooding prior to the implementation of MM#1 and MM#2 from the Southwest Angier Drainage Basin Study Report of March 2022 were implemented. Additionally, the Town would like to see the results of this storm if Mitigation Measure #2 (MM#2) were implemented.

Gradient proposes the following tasks and fees to complete this work:

**Task 1:** Research storm data available on 7/14 storm event (gages and NOAA data).  
Compile and manipulate data to usable format.

*Estimated Fee:* \$850.00

**Task 2:** Update model with 7/14 storm event

*Estimated Fee:* \$350.00

**Task 3:** Model potential solutions to mitigate flooding at property general area/locations (Farm Bureau, Hargis Retail, etc.).

*Estimated Fee:* \$1,200.00

**Task 4:** Develop brief Technical Memo with explanations, exhibits to summarize findings (includes 1 meeting to discuss).

*Estimated Fee:* \$850.00

**Total Estimated Fee:** \$3,250

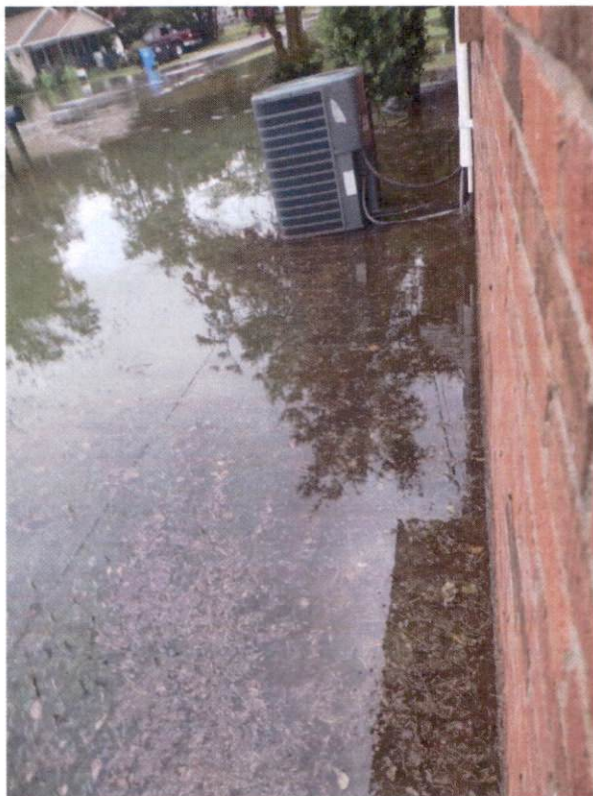
It should be noted the drainage infrastructure recently installed along West Depot Street was considered in the above referenced flood study. These improvements, which were proposed at the time of the study, were incorporated as Existing Conditions 2 in the H&H model. This model indicated, due to the limited depth of the West Depot Street improvements and the limitations of the downstream system, there was little, if any, reduction in the flooding depths in the subject area. We anticipate the results of this supplemental flood study will indicate the same.

In addition, please see below some representative photos that document the level of flooding that occurred after the July 14<sup>th</sup> rain event.





Flooding at Farm Bureau and Ray Pleasant Parcel.



Flooding behind Farm Bureau.



Flooding between Ray Pleasant's property and Farm Bureau.





Hwy 210 Flooding.





Flooding behind W.L. Hargis Building.

Let me know if you have any questions regarding the information provided. Staff is prepared to proceed with the Gradient modeling revision at your direction.

Sincerely,

Bill Dreitzler, P.E., Town Engineer

**INTERLOCAL AGREEMENT FOR A  
GROUP SELF-INSURANCE POOL  
FOR BENEFIT RISK SHARING**

This Agreement, made and entered into in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_, by and between all the parties who are now, or may hereafter become, members of the Municipal Insurance Trust of North Carolina (hereinafter "Trust"):

WITNESSETH:

WHEREAS, certain municipalities and other units of local government of the State of North Carolina have agreed to pool the risks associated with the provision of benefits for their designated benefit plan participants (hereinafter "participants") pursuant to, and to be governed by, the provisions of North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A); and

WHEREAS, the members of the Trust have agreed upon designation of a Board of Trustees to direct the affairs of the Trust, to adopt rules, regulations, policies, and bylaws for implementing and administering the Trust, and to pass upon the admissibility of future members of the Trust; and

WHEREAS, the members have designated the North Carolina League of Municipalities as Administrator of the Trust, subject to the provisions of this Agreement and the policies adopted by the Board of Trustees; and

WHEREAS, by this Agreement the Trust will undertake to discharge, solely from the assets of this Trust, by payment, any claims for benefits covered by the Trust's plan of insurance and benefits, which awards shall have been authorized by the rules of the Trust, and when claims are otherwise determined to be due as a result of a court judgment or settlement agreement; and

WHEREAS, the members of the Trust agree to pay premiums and/or contributions based upon appropriate classifications, rates, loss experience, and other criteria adopted by the Trustees, out of a portion of which the Trust will establish and maintain a fund for the payment of the claims of participants of members, and further, that the members covenant and agree there will be no disbursements out of this fund by way of dividends or distribution of accumulated reserves to the respective members, except at the discretion of the Trustees.

WHEREAS, the members of the Trust, through action of their respective governing bodies, have elected to comply with the conditions of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and obligations herein contained, which are given to and accepted by each member hereof to the other, the parties hereto agree as follows:



## **SECTION I. PURPOSE OF AGREEMENT; COMPOSITION OF BOARD OF TRUSTEES**

The purpose of the Trust established by the signatories hereto is to allow members to jointly provide health benefits, including but not limited to medical, dental, vision, life, accident, disability, and other related insurance benefits, for their participants and to provide for the risk sharing associated therewith. To this end, the Trust shall be governed by a Board of Trustees made up of eleven (11) officials or employees of units of local government. Trustees shall be appointed for three (3) year overlapping terms by the Board of Directors of the North Carolina League of Municipalities and shall serve no more than two consecutive terms. No individual shall serve concurrently on the Board of Trustees and the League's Board of Directors. In addition, the Executive Director of the North Carolina League of Municipalities shall serve as an ex-officio, non-voting member of the Board of Trustees; the ex-officio position shall not have a committee assignment, nor shall the position serve as an officer of the Board of Trustees.

## **SECTION II. TRUSTEES' POWERS, DUTIES, LIABILITY AND INDEMNITY**

The Trustees shall have the following powers and duties, in addition to those set forth elsewhere in this Agreement:

1. To establish guidelines for membership in the Trust;
2. To establish the terms and conditions of coverage, including underwriting criteria and exclusions from coverage;
3. To ensure that all valid claims are promptly paid;
4. To establish, operate, and enforce rules, regulations, policies, and bylaws as between the individual members of the Trust and the Trust;
5. To enter into agreements with such persons, firms, or corporations as it deems appropriate to adjust claims; promote membership in the Trust; provide actuarial and underwriting services; defend against claims and lawsuits; provide accounting services; effect stop-loss coverage in such aggregate and specific amounts as is deemed appropriate; invest the assets of the Trust; provide wellness services and other risk management services for the Trust and member units; maintain records and accounts; and provide any other service necessary or desirable for the sound operation of the Trust;
6. To lease or rent real and personal property it deems to be necessary;
7. To borrow or raise monies for the purpose of the Trust to the extent that the Trustees shall deem desirable upon such terms and conditions as the Trustees in their absolute discretion may deem desirable or proper, and for



any sum so borrowed to issue their promissory note as Trustees and to secure the repayment thereof by pledging all or any part of the pool; and no person or entity lending money to the Trustees shall be bound to see to the application of the money lent or to inquire into the validity, expediency, or propriety of any such borrowing;

8. To rate individually any member unit with rates different from the group rates when the loss experience of the unit warrants such individual rating, in the discretion of the Trustees;
9. To take measures to maintain claim reserves equal to known incurred losses and loss adjustment expenses and to maintain an estimate of incurred but not reported losses; and
10. To take all necessary precautions to safeguard the assets of the Trust.

The Trustees shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties hereunder. The members agree that the Trustees shall not be liable for any mistake of judgment or other action made, taken, or omitted by any employee, agent, contractor, subcontractor, or independent contractor selected with ordinary care and reasonable diligence; nor for loss incurred through investment of Trust money or failure to invest. No Trustee shall be liable for any action taken or omitted by any other Trustee. The Trustees shall not be required to give a bond or other security to guarantee the faithful performance of their duties hereunder.

The members of the Trust agree that, for the payment of any claim against the Trust or the performance of any obligation of the pool hereunder, resort shall be had solely to the assets of the Trust, and neither the Trustee nor the Administrator shall be liable therefor. Further, the Trust shall indemnify and hold harmless the Trustees against any and all claims, suits, actions, debts, damages, costs, charges, and expenses (including but not limited to court costs and attorneys' fees) and against all liability, losses, and damages of any nature whatever, that the Trustees shall or may at any time sustain, or be put to, by reason of the exercise of their power and in the performance of their duties hereunder, or by reason of any mistake of judgment or other action made, taken, or omitted by any employee, agent, contractor, subcontractor, or independent contractor, or for loss incurred through investment of Trust money or failure to invest.

### **SECTION III. PAYMENT OF CLAIMS**

The members of the Trust agree that, for the payment of any claim against the Trust or the performance of any obligation arising hereunder, resort shall be had solely to the assets of the Trust, and neither the Trustees nor the Administrator shall be liable therefor. Accordingly, lawful claims will be paid from the assets of the Trust pursuant to the types and levels of coverage established by the Board of Trustees. The Board of Trustees shall establish a schedule of types and monetary levels of coverages for which the Trust shall be responsible on behalf of its members, including provisions for levels of coverage for which the members shall be individually re-

sponsible. Such types and levels of coverage may vary according to population classifications of members, mutual agreement of the Trust and a member, or such other criteria as may be established by the Trustees. The types and level of coverage shall be shown on a plan of insurance and benefits provided to each member. The Trust shall pay all claims (less the applicable co-pays or co-insurance) for which each member incurs liability during each member's period of membership except where a member has individually retained the risk or where the risk is not covered, and except for amount of claims above the coverage provided by the Trust. The schedule so established may, from time to time, be amended by the Trustees (but not during any coverage period) to sustain the financial integrity of the Trust or to reflect the desires of the members as determined by the Trustees.

#### **SECTION IV. MUTUAL COVENANT OF RISK SHARING**

The members intend this Agreement as a mutual covenant of risk sharing and not as a partnership. No member by reason of being a member of the Trust and contributing to the pool shall be liable to the Trust, to any other member, or to any claimant, except for the payment of the premiums and/or contributions provided for in its application for membership and joinder in this Trust and for any necessary additional assessments levied by the Trustees to offset a claims fund deficiency.

#### **SECTION V. ADMINISTRATOR**

The North Carolina League of Municipalities, an unincorporated association with offices at 215 North Dawson Street, Raleigh, North Carolina, 27603, is designated as the Administrator of the Trust. Subject to the services and sponsorship agreement between the Administrator and the Trust, the Administrator shall provide day-to-day management of the Trust and shall have the authority to contract with third parties for provision of services. The Administrator may establish offices where necessary within the State of North Carolina and employ staff to carry out the Trust's purpose. The Administrator shall deposit to the account of the Trust at any financial institution or financial institutions designated by the Trustees all premiums and/or contributions as collected and such monies shall be disbursed and/or invested only as provided by the rules, regulations, policies, and bylaws of the Trustees. The Administrator may enter into financial services agreements with financial institutions and issue checks in the name of the Trust. The Administrator shall receive such compensation as shall be determined from time to time by written agreement with the Trustees.

#### **SECTION VI. ADMISSION TO MEMBERSHIP; SUSPENSION & EXPULSION**

All members of the Trust hereby agree that the Trustees may admit as members of this Trust only the units of local government set forth in North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A). The Trustees shall be sole judge of whether or not an applicant shall be admitted to membership. Except as otherwise provided in Section VII (g) of this Agreement, a member may be suspended or expelled by the Trustees from the Trust only



after forty-five (45) days' notice has been delivered to the member in accordance with Section XVI of this Agreement. No payment shall be required of the Trust as a result of any accident to or illness of a participant of the suspended or expelled member occurring after forty-five (45) days' notice has been delivered to the member in accordance with Section XVI of this Agreement.

<p><b>SECTION VII. RULES, REGULATIONS, POLICIES, AND BYLAWS; MEMBERS' RESPONSIBILITIES</b></p>
--

The rules, regulations, policies, and bylaws for the administering of the Trust and the admission and expulsion or suspension of members shall be promulgated by the Trustees. In addition, each member of the Trust agrees as follows:

- (a) To make prompt payment of all premiums and/or contributions as required by the Trustees;
- (b) To (and they do hereby) appoint the Trustees and Administrator as its agent and attorney-in-fact, to act in its behalf and to execute all contracts, reports, waivers, agreements, stop-loss contracts, and service contracts; to make or arrange for payment of claims and all other things required or necessary, as covered by the terms of this Agreement and the rules, regulations, policies, and bylaws as now provided or as hereafter promulgated by the Trustees;
- (c) To permit the Trust to defend in the name of and on the behalf of the members any suits or other proceedings which may at any time be instituted against them for which the Trust may be obligated to make payment. It is agreed that the Trust shall make all final decisions regarding the legal defense of claims, and shall have absolute and conclusive authority with regard to defense, settlement, and payment of claims. It is agreed that the independent settlement or payment of any claim by or on behalf of a member without approval of the Trust shall be grounds for expulsion of the member from the Trust;
- (d) To cooperate in all respects with the Trust, the Trustees, the Administrator, and any contractors of the Trust in carrying out the purposes of this Agreement;
- (e) To pay any assessment duly levied by the Trustees under the terms of this Agreement. If a member cancels or withdraws from the Trust, the member shall pay its pro rata share of any assessment relating to the member's period of enrollment;



- (f) In the event of the payment of any loss by the Trust under this Agreement, the Trust shall be subrogated to the extent of such payment to all the rights of the member against any person or other entity legally responsible for damages for such loss, and in such event the member agrees to render all reasonable assistance to affect recovery;
- (g) Risk sharing by the Trust under the terms of this Agreement shall begin upon payment of the premium and/or contributions by the member to the Trust. Risk sharing and insurance purchased from this Trust under the terms of this Agreement shall expire and be cancelled automatically for nonpayment of premiums and/or contributions, and a member may be expelled from the Trust upon thirty (30) days' prior written notice by the Trustees, the Administrator, or their designee delivered to the member in accordance with Section XVI of this Agreement specifying the date that cancellation shall be effective. No payment shall be required of the Trust as a result of any covered loss of a participant of the expelled member occurring after thirty (30) days' notice has been delivered to the expelled member in accordance with Section XVI of this Agreement; and
- (h) In order that an adequate reserve may be maintained, the members further agree that the Trustees shall have the right to assess the members pro-rata in such amounts as will be sufficient to maintain at all times a minimum reserve, equal to at least twice the monthly premium and/or contributions for the insurance and benefits provided by the plan. Should a member fail to pay any assessment as provided for in this Section within thirty (30) days of the assessment date, all interest and claim of such defaulting member in and to the Trust shall automatically cease.

#### **SECTION VIII. ALLOCATION OF MONIES**

The Trustees are authorized to set aside from the contributions collected from members a reasonable sum for the operating and administrative expenses of the Trust. Monies in excess of those required to fulfill the purposes, costs, and other obligations of the Trust will be accumulated in the Trust or distributed to the members at the discretion of and in the manner provided by the Trustees.

#### **SECTION IX. FISCAL YEAR; CONTINUING CONTRACT; WITHDRAWAL OF MEMBERS SUBJECT TO PROVISION OF 30 DAYS' WRITTEN NOTICE TO ADMINISTRATOR; FEE IMPOSED FOR FAILURE TO PROVIDE 30 DAYS' WRITTEN NOTICE OF WITHDRAWAL**

The Trust shall operate on a fiscal year from 12:01 a.m., July 1st to midnight on June 30 of the succeeding year (the "Trust Year"). Application for membership, when approved in writing by the Trustees or their designee, shall constitute a continuing contract for each succeeding

Trust Year unless cancelled by the Trustees, or unless the member shall have resigned or withdrawn from the Trust by having written notice delivered to the Administrator on or before May 30 (i.e., the written notice must be delivered to the Administrator in accordance with Section XVI of this Agreement thirty (30) days prior to the last day, June 30, of the Trust Year). Failure to provide thirty (30) days' written notice shall subject the member to an exiting fee constituting two percent (2%) of the premium for that Trust Year.

<b>SECTION X. MEMBERS BOUND BY AGREEMENT; TERMINATION PERMITTED ONLY AT END OF FISCAL YEAR; FINAL ACCOUNTING</b>
--

Any member who formally applies for membership in this Trust and is accepted by the Trustees shall thereupon become a party to this Agreement and be bound by all of the terms and conditions hereof, and such application shall constitute a counterpart of this Agreement. Cancellation of the Agreement or of any plan, coverage, product or service provided by the Trust on the part of any member, or withdrawal from membership, shall be permitted only at the end of a fiscal year. A terminating member is entitled to a final accounting when all incurred claim are concluded, settled, or paid.

<b>SECTION XI. EXTENT OF INSURANCE BENEFIT TO PARTICIPANTS</b>
--

No participant of a member or any person claiming by or through or under such participant shall have any right, title, or interest in or to the Trust or any part thereof: provided, however, that any participant who shall be actually covered by the policies of insurance of any person claiming by or through such participant shall, subject to the terms and conditions of the plan of insurance and benefits under which the coverage is afforded, be entitled to the insurance benefits in the amount and to the extent provided.

<b>SECTION XII. INTENTION OF INDEFINITE OPERATION; RESERVATION OF RIGHT TO TERMINATE TRUST; REVERSION OF MONIES OR OTHER ASSETS UPON TERMINATION</b>
--

This Trust has been established with the bona fide intention that it shall be continued in operation indefinitely and that the premiums and/or contributions to the pool shall continue for an indefinite period. However, the Trustees reserve the right at any time to terminate the Trust by a written instrument to that effect executed by the Trustees. In the event of such termination, member premiums and/or contributions (other than duly authorized assessments) shall cease as of the date of termination and the assets then remaining in the pool shall continue to be used and applied, to the extent available, for the

- (a) payment of benefits to participants with respect to claims arising prior to such termination and administrative and other expenses and obligations arising prior to such termination; and



- (b) payment of reasonable and necessary expenses incurred in such termination.

Any monies or other assets thereafter remaining in the pool shall revert to the members of the Trust as of the date of termination pro-rata to the annual premiums and/or contributions of said members paid in the year of termination. Upon such termination, the Trustees shall continue to serve for such period of time and to the extent necessary to effectuate termination of the Trust.

### **SECTION XIII. AMENDMENT OF AGREEMENT**

This Agreement may be amended by an agreement executed by those members constituting a majority in paid-in dollar volume of contributions to the Trust during the current Trust Year. In lieu of this amendment procedure, the members hereby appoint the Board of Directors of the North Carolina League of Municipalities as their agents to make any amendments to this Agreement which would not fundamentally alter the contemplated arrangement. For purposes of illustration, and not limitation, an amendment to increase or decrease the number of members of the Board of Trustees or their terms shall not be construed as a fundamental alteration of the arrangement, provided that the current term of a member may not be terminated by any such amendment. Written notice of any amendment proposed for adoption by the Board of Directors of the North Carolina League of Municipalities shall be delivered to each member in accordance with Section XVI of this Agreement not less than 30 days in advance. Written notice of amendments finally adopted by the Board of Directors of the North Carolina League of Municipalities shall be delivered to each member in accordance with Section XVI of this Agreement not more than 30 days after adoption.

### **SECTION XIV. HEADINGS**

The headings of various sections and subsections of this Agreement have been inserted for the convenience of reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

### **SECTION XV. INTERPRETATION**

This Agreement shall be governed and interpreted under the laws of the State of North Carolina. This Agreement is intended to serve as an interlocal agreement, for purposes of executing the undertaking described in the preceding sections and paragraphs, under North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A). The terms of this Agreement do not constitute a coverage document or form applicable to any specific claim. The liability of the Trust to the participants of any member is specifically limited to such obligations as are imposed by the plan of insurance and benefits as approved by the Trustees.



Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

Failure of the Trustees, the Administrator, or their designees to insist in any one or more instances upon the performance of any of the covenants, agreements, and/or conditions of this Agreement, or to exercise any right or privilege herein conferred, shall not be construed as a waiver of any such covenant or condition.

This Agreement contains the entire agreement between the parties, whom shall not be bound by any verbal statement or agreement made heretofore.

#### **SECTION XVI. MEMBER REPRESENTATIVES; NOTICES**

There shall be a Member Representative for each member of the Trust who shall be the agent of the member for purposes of giving and receiving notices required or permitted pursuant to this Agreement. Each member shall designate a Member Representative and provide the member's postal mailing address and, if applicable, a facsimile number and electronic mail address to which the Administrator may provide notices hereunder. The Administrator shall provide forms, as needed, for use by the member in designating its Member Representative and providing its address information. Such information may be updated at any time there is a change in the information provided thereon. Until such time as different information is provided, the Member Representative shall be the member's chief administrative official as shown on the records of the Administrator, and the member's postal mailing address, facsimile number and electronic mail address also shall be that as shown on the records of the Administrator. For purposes of illustration and not limitation, a chief administrative official shall be considered to be a manager, administrator, clerk or executive director as may apply with respect to a particular member.

Any notices required or permitted by this Agreement shall be in writing and may be given: in person, by United States Postal Service, by facsimile, or by electronic mail. Notices shall be deemed delivered: (a) when received if delivered in person, (b) three business days after being deposited with the United States Postal Service, postage prepaid, properly addressed to the party to whom such notice is intended to be given at the address established under this section, (c) on the date sent if given by facsimile, provided that an electronic confirmation of delivery has been received by the sender and that a copy of such notice was also sent on such date by mailing, or (d) on the date sent if given by electronic mail, provided a copy of such notice was also sent on such date by mailing and receipt of the electronic mail is acknowledged by the receiving party by return electronic mail. Notices provided to the Administrator shall be delivered, addressed or

directed as follows, or to such other address as designated by the Administrator in written notice to the member provided in accordance with this paragraph:

Executive Director  
North Carolina League of Municipalities  
150 Fayetteville Street, Suite 300  
Raleigh, North Carolina 27601  
Facsimile number: 919-301-1053  
Electronic address: RMSnotifications@ncmlm.org

IN WITNESS WHEREOF, the participating entity listed below acknowledges its membership in the Trust and acceptance of obligations hereunder, by the due execution hereof, following appropriate governing body approval, by its duly authorized official. Further, the members of the Municipal Insurance Trust of North Carolina have caused these presents to be signed by their duly authorized Chair of the Board of Trustees and have had this Agreement attested by its duly authorized Administrator.

WITNESS:

MUNICIPAL INSURANCE TRUST  
OF NORTH CAROLINA

\_\_\_\_\_  
BY: \_\_\_\_\_  
Chair  
Board of Trustees

NORTH CAROLINA LEAGUE  
OF MUNICIPALITIES

\_\_\_\_\_  
BY: \_\_\_\_\_  
Executive Director  
Administrator

\_\_\_\_\_  
*(NAME OF PARTICIPATING ENTITY)*

\_\_\_\_\_  
*(Clerk, or Secretary to the Board)*

BY: \_\_\_\_\_  
*(Mayor, or Board Chair)*