



# *Board of Commissioners Workshop Meeting Agenda*

**Tuesday, May 17, 2022  
6:00 PM**

Location: 28 N Raleigh Street, Angier, NC 27501

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**Call to Order**

**Pledge of Allegiance**

**Invocation**

**Approval of Agenda**

**Presentation**

- 1. National Public Works Week Proclamation**
- 2. National Police Week Proclamation**

**Public Comment**

**Consent Agenda**

- 1. Approval of Minutes**
  - a. March 15, 2022 – Work Session
  - b. April 5, 2022 – Regular Meeting
  - c. April 19, 2022 – Work Session

**Public Hearings**

- 1. Voluntary Annexation Petition**
  - a. A petition for Annexation was submitted by Joel R. Young & Sherrill F. Young, Jr., requesting to annex approximately 122.5 acres located at 6600 Wimberly Road (**Wake** PIN: 0684661987). A Sufficiency of the Petition and a Certification of Results were issued in April; a date to set the public hearing was approved in April and advertised accordingly. Following the required Public Hearing, the Town Board will be qualified to consider the adoption of an ordinance to annex the property.

## **2. Voluntary Annexation Petition**

- a. A petition for Annexation was submitted by the William Coy Rogers Heirs requesting to annex approximately 15.62 acres located at 9405 Kennebec Road, Willow Spring, NC (**Wake** PIN: 0684477282). A Sufficiency of the Petition and a Certification of Results were issued in April; a date to set the public hearing was approved in April and advertised accordingly. Following the required Public Hearing, the Town Board will be qualified to consider the adoption of an ordinance to annex the property.

## **3. Conditional Rezoning Request**

- a. Application submitted by Pulte Group to rezone approximately 122.5 acres located at 6600 Wimberly Road & 9405 Kennebec Road, Willow Spring, NC (**Wake** PINs: 0684661987 & 0684477282) from R-30 to CZ-R-6.

## **4. Rezoning Request**

- a. Application submitted by the Town of Angier to rezone approximately 0.345 acres located on the Town's property at 92 S. Broad Street W. to place the property in our Central Business District for the construction of the Angier Farmer's Market project (**Harnett** PIN: 0673-79-3165.000).

## **New Business**

### **1. Voluntary Annexation Petition**

- a. Consideration and approval of Resolution #R011-2022 to Direct the Clerk to Investigate the Sufficiency of the Petition submitted by Roger Howard Dupree for approximately 91.85 acres located on Tippet Road & Roy Adams Road, Angier, NC (**Harnett** PINs: 0673-45-5069.000; 0673-44-2149.000 & 0673-53-1625.000).

### **2. Ordinance to Demolish Dilapidated Dwelling**

- a. Consideration and approval of an Ordinance to Demolish Dilapidated Dwelling located at 922 N. Broad Street E.

### **3. Budget Amendment #12**

- b. Consideration and approval of Budget Amendment #12 that pertains to the recognition of revenue received in the General Fund, HWY 210/Park Street Project Fund, and the Water & Sewer Fund.

### **4. Town Hall – Generator Bid Award**

- a. Consideration and approval of the apparent low bid by Cummins Sales & Service of \$108,760

### **5. Town Manager's Recommended FY22-23 Budget Message**

- a. Budget books will be distributed to the Board of Commissioners

## **Old Business**

### **1. Resolution #R012-2022 – Fixing a Date for Annexation Public Hearing submitted by Vann Stephenson**

- a. Consideration and approval of Resolution #R012-2022 to Fix a Date for Public Hearing of a voluntary annexation submitted by Vann Stephenson for approximately 74.716 acres located at 1251 N. Raleigh St., Angier, NC (**Harnett** PIN: 0674-46-8078.000).



**2. Resolution #R013-2022 – Fixing a Date for Annexation Public Hearing submitted by the Sandra V. Stephenson & Peggy V. Hardison**

- a. Consideration and approval of Resolution #R013-2022 to Fix a Date for Public Hearing of a voluntary annexation submitted by Sandra V. Stephenson & Peggy V. Hardison for approximately 17.675 acres located on NC 55 W., Angier, NC (**Harnett** PINS: 0673-94-3543.000 & 0673-93-4853.000).

**3. Ordinance Amendment – Sections 13.11 & 4.9.3**

- a. Consideration and approval of a draft amendment to Sections 13.11 and 4.9.3 of the Ordinance related to nonconforming automobile storage, junkyards, and salvage yards.

**Manager's Report**

**Staff Reports**

**Mayor and Town Board Reports**

**Adjourn**

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

# PRESENTATIONS

# **PROCLAMATION**

***National Public Works Week May 15<sup>th</sup> – 21<sup>st</sup> 2022***

***WHEREAS***, public works professionals focus on infrastructure, facilities, emergency management, and services that are of vital importance to sustainable and resilient communities and the public health, high quality of life, and well-being of the people of Angier; and

***WHEREAS***, these infrastructures, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are federally mandated first responders, and the engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

***WHEREAS***, it is in the public interest for the citizens, civic leaders, and children in Angier to gain knowledge and maintain ongoing interest and understanding of the importance of public works first responders and public works programs in their respective communities; and

***WHEREAS***, the year 2022 marks the 62<sup>nd</sup> annual National Public Works Week sponsored by the American Public Works Association be it now; and

***NOW, THEREFORE***, be it resolved that I, ***Robert K. Smith***, Mayor of the Town of Angier proclaim National Public Works Week as, May 15-21, 2022; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

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Robert K. Smith, Mayor

***IN WITNESS WHEREOF***, I have hereunto set my hand and caused to be affixed the Great Seal of the Town of Angier on this seventeenth day of May in the year of our Lord Two Thousand Twenty-Two.



# **PROCLAMATION**

## ***National Police Week May 15<sup>th</sup> – 21<sup>st</sup> 2022***

**WHEREAS**, in 1962 President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week; and

**WHEREAS**, the members of the law enforcement agency of the Town of Angier play an important role in safeguarding the rights and freedoms of the citizens of our community; and

**WHEREAS**, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our department recognize their duty to serve the people by safeguarding life and property, protecting them against violence or disorder, and protecting the innocent against deception and the weak against oppression or intimidation; and

**WHEREAS**, our police department has grown to be a modern and scientific law enforcement agency which unceasingly provides a vital public service;

**NOW, THEREFORE**, be it resolved that I **Robert K. Smith**, Mayor of the Town of Angier proclaim National Police Week as, May 15-21, 2021 and further extend appreciation to our Police Chief Lee Thompson, and to all Law Enforcement for the vital services they perform and their exemplary dedication to the community they serve.

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Robert K. Smith, Mayor

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused to be affixed the Great Seal of the Town of Angier on this seventeenth day of May in the year of our Lord Two Thousand Twenty-Two.

# CONSENT AGENDA

**Town of Angier  
Board of Commissioners  
Work Session  
Tuesday, March 15, 2022, 6:30 P.M.  
Angier Municipal Building  
28 North Raleigh Street  
Minutes**

The Town of Angier convened during a regularly scheduled Board of Commissioners Work Session meeting Tuesday, March 15, 2022, in the Board Room inside the Municipal Building at 28 North Raleigh Street.

**Members Present:** Mayor Bob Smith  
Mayor Pro-tem Loru Boyer Hawley  
Commissioner Alan Coats  
Commissioner Jim Kazakavage  
Commissioner George Junior Price via *Zoom*

**Members Absent:**

**Staff Present:** Town Manager Gerry Vincent  
Town Clerk Veronica Hardaway  
Planning Director Sean Johnson  
Public Works Director Jimmy Cook  
Parks & Recreation Director Derek McLean  
Chief of Police Lee Thompson  
Library Director Katy Warren  
Community Development Coordinator Heather Keefer  
Human Resource Director Melissa Wilder  
Town Attorney Dan Hartzog Jr.

**Others Present:**

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

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

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

**Board Action:** The Town Board unanimously approved to allow Commissioner Price to participate remotely via *Zoom*.

**Motion:** Mayor Pro-tem Hawley



**Vote:** 3-0, unanimous

**Approval of the March 15, 2022 meeting agenda:** The Town Board unanimously approved the agenda as presented.

**Board Action:** The Town Board unanimously approved the March 15, 2022 meeting agenda as presented.

**Motion:** Mayor Pro-tem Hawley

**Vote:** 4-0, unanimous

### **Presentation**

#### **1. Harnett County Library Consolidation Discussion**

Assistant County Manager, Brian Haney, gave a short presentation regarding the Harnett County Library Consolidation and how it would affect Angier. Currently four of five municipalities operate their own libraries and in some ways are already on a consolidated system through resource sharing and shared access to materials through NC Cardinal. Full library consolidation has been a goal of the County's for some time so that every resident can have the same exemplary experience at any library location in Harnett County. Not all libraries within Harnett County have the same funding levels, hours, or level of programming offered in other branches. The intent would be for each branch's offerings fit the needs and desires of the community not to say the same programming would be at all locations or govern what each branch can provide. Some branches will benefit in a substantial increase in staffing and service levels while some will receive substantial cost savings.

The County is proposing to move forward with the consolidation effective July 1, 2022 for any municipality that wishes to consolidate recommending a three-year phase in for the County to assume total responsibility for operational funding. In year one, each municipality would contribute 2/3 of the County's recommended budget for their library unless their FY 2022 funding level is below that amount, in year two, that contribution would be reduced to 1/3 of the County's recommended budget for the library, and year 3, the County would absorb all operational costs. Outside of the phased-in approach to funding, the rest of the transition would be effective July 1, 2022 including the absorption of existing staff and management of day-to-day operations. At this point, a consolidation agreement will need to be drafted and be approved by all five municipalities boards. The agreement will be tailored to each individual library's needs.

The Board had some questions regarding benefits and salaries of employees. Mr. Haney responded that employees wouldn't be making any less than their current salary and benefits would be negotiated to be more comparable to what they are currently receiving.

It was the consensus of the Board to move forward with reviewing a draft agreement prior to approval.

## **New Business**

### **1. National Library Week Proclamation**

**Board Action:** The Town Board unanimously approved a Proclamation recognizing National Library Week as April 3<sup>rd</sup> to April 9<sup>th</sup>.

**Motion:** Commissioner Coats

**Vote:** 4-0, unanimous

Mayor Smith acknowledged that National Library Week will be recognized from April 3<sup>rd</sup> to April 9<sup>th</sup> this year by way of Proclamation. He presented the Proclamation to Library Director Katy Warren and thanked her department for doing such a great job.

### **2. Angier Community Garden**

Library Director Katy Warren gave an update on the Angier Library Community Garden. To date, meetings have been had with the Harnett County Extension agent that looked over the garden's reserved space which is in front of the mural of the library. A meeting is scheduled with the Durham County Extension agent to provide her expertise on urban community gardening. This project will be community funded as well as maintenance of the garden, the library will be the facilitator. The garden will have a variety of items such as herbs, flowers, and vegetables. These items will be available to anyone who wishes to take and anything left over will be donated within the Town. Donations of gardening tools, raised bed materials, and other items can be discussed with her.

### **3. Community Development Advisory Board Update**

Community Development Coordinator Heather Keefer reviewed the purpose of the Community Development Advisory Board. She stated that staff has worked with the advisory board to develop a framework for the Community Development Advisory Board after leaving the Main Street America's required program structure. As a result, three subgroups have been created to help the advisory board move forward and serve the community. The subgroups are: 1) Infrastructure & Assets; 2) History & Community Character; 3) Events & Marketing.

The Community Development Advisory Board Chairman, Addison Allgood, gave a brief update on current projects the board is currently working on.

### **4. Community Development Advisory Board Interviews**

The Town Clerk explained there are currently three vacant positions on the Community Development Advisory Board and there are three candidates wishing to serve. It was also explained that candidate, Tyjah Johnson, could not make tonight's meeting due to a prior commitment, but will be available for interview at April's meeting.

Each candidate had a five-minute question and answer session during open session with the Town Board. Candidates were interviewed as follows:

Daisy Haywood  
Alexa Whittington

Appointments will be made at April's Board of Commissioner's meeting.

**Adjournment:** There being no further business, the Town Board voted unanimously to adjourn the meeting at 7:37pm.

**Motion:** Mayor Pro-tem Hawley

**Vote:** Unanimous, 4-0

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Robert K. Smith, Mayor

Attest:

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Veronica Hardaway, Town Clerk



**Town of Angier  
Board of Commissioners  
Tuesday, April 5, 2022, 6:30 P.M.  
Angier Municipal Building  
28 North Raleigh Street  
Minutes**

The Town of Angier convened during a regularly scheduled Board of Commissioners meeting on Tuesday, April 5, 2022, in the Board Room inside the Municipal Building at 28 North Raleigh Street.

**Members Present:** Mayor Bob Smith  
Commissioner Alan Coats  
Commissioner Jim Kazakavage

**Members Excused:** Mayor Pro-tem Hawley  
Commissioner Price

**Staff Present:** Town Manager Gerry Vincent  
Town Clerk Veronica Hardaway  
Planning Director Sean Johnson  
Library Director Katy Warren  
Public Works Director Jimmy Cook  
Chief of Police Lee Thompson  
Parks & Recreation Director Derek McLean  
Finance Director Hans Kalwitz  
HR Director Melissa Wilder  
Community Development Coordinator Heather Keefer  
Town Attorney Dan Hartzog, Jr.

**Others Present:**

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

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

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

**Board Action:** The Town Board unanimously voted to excuse Mayor Pro-tem Hawley as she is in the hospital; and Commissioner Price as he's teaching a class out of town.

**Motion:** Commissioner Coats

**Vote:** 2-0; unanimous

Mayor Smith extended his sincere prayers to Loru and her family for a speedy recovery.

**Approval of the April 5, 2022 meeting agenda:** The Town Board unanimously approved the agenda as presented.

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

**Motion:** Commissioner Coats

**Vote:** 2-0; unanimous

### **Presentation**

Mayor Smith presented a Proclamation and Life Saving Award to Corporal Levi Creek thanking him for his heroic actions taken while on duty which resulted in preservation of a life. This incident took place March 3, 2022 where a citizen suffered a severe laceration causing major blood loss. Corporal Creek administered a CAT tourniquet and provided medical care until EMS arrived. It was noted by Harnett County EMS as well as Wake Med Physicians that if it wasn't for Corporal Creek's quick action, there would have been a tragic outcome.

### **Public Comment**

Lucas Strachan, 162 W. Williams Street, shared his concern regarding the Town's growth as it relates to safety and mentioned the need for additional crosswalks, sidewalks, and posted speed limit signs preferably of a lower speed. He commended the new dog park down at Jack Marley Park and asked if there would be any accessible water in the future.

Town Manager Gerry Vincent shared that through future projects, downtown will be more accessible, walkable, and safe. These projects will be carried out next fiscal year that will include streetscapes that will make it safer for pedestrians. Water for the dog park right now is very costly as the existing waterline along Hwy 210 would have to cross a creek, however the Town could look into other alternatives to make that happen. Mr. Vincent stated that speed limit sign concerns will be discussed with NCDOT.

Mike Hill, 48 S. Park Street, commended Heather Keefer, Katy Warren, and Addison Allgood for receiving awards at the Chamber Banquet held March 22<sup>nd</sup>. The Town should be proud of the recipients that received awards. He did share that he was disappointed in a couple of Commissioners that did not stand and applaud all award recipients.

Chuck Zoia, 62 Camille Brooks Drive, spoke of concerns regarding the addition of another subdivision on Wilma Street and how additional traffic could pose hazardous conditions on the undersized street. He also voiced his concerns that in the event of an emergency, Wilma Street is a dead-end road with over a hundred houses in several subdivisions with no second means of egress.

Mayor Smith stated at their annual retreat, the Town Board had voted to do what was necessary to widen Wilma Street by three feet.

## **Consent Agenda**

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

- a. March 1, 2022 – Regular Meeting

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

**Motion:** Commissioner Kazakavage

**Vote:** 2-0, unanimous

## **Public Hearings**

### **1. Conditional Rezoning Request – Easley Properties, LLC**

Planning Director Sean Johnson stated that this conditional rezoning was previously denied at the January 4<sup>th</sup> meeting. The applicant, Meritage Homes, has since made changes to the subdivision plan. He then stated that the application was for an approximately 57.38 acre property located on NC 55 W. and Old Buies Creek Road (Harnett PIN: 0673-83-7341.000). The current zoning is RA-30 and the proposed zoning is Conditional R-6. The Planning Board voted unanimously to recommend the approval of the rezoning with the list of proposed conditions at their March 8<sup>th</sup> meeting. Staff recommends approval with the listed draft conditions as well.

Mr. Johnson stated the property is currently vacant agricultural land with surrounding land uses that include low and medium density residential, as well as a nearby church and office building. There is road frontage both on Hwy 55 W. and Old Buies Creek Road, as well as a small section on Ennis Road. The proposed property was annexed at the January meeting, so Town water and sewer is available upon the developer's extension. The rezoning request is compatible with the medium density residential classification shown on the Future Land Use Map. The subdivision plan proposes 2.6 units per acre.

Total Residential Units Previously Proposed: 162 lots at 2.8 units per acre

Amended Total Residential Units Proposed: 152 lots at 2.6 units per acre

Previously Proposed Lot Size: Minimum of 6,000sqft

Amended Proposed Lot Size: 124 lots at minimum of 6,000sqft & 28 lots at minimum of 10,000sqft

Mr. Johnson then reviewed the draft conditions to be incorporated into the zoning regulations of this property.

1. The parcel in question shall only be developed with single family residential lots
2. There shall be no more than 152 lots on the parcel in question. In the case of a reduction in the total lot count based on unforeseen design constraints, the Planning Director may approve minor adjustments to the proposed subdivision plan
3. The minimum lot size shall be at least 6,000sqft



4. There shall be at least 28 lots greater than or equal to 10,000sqft
5. The minimum lot width shall be 50ft
6. The minimum building setbacks shall be as required in the R-6 district
7. The proposed Northbound left-turn lane and Southbound right-turn lane improvements on NC 55 shall be installed per NCDOT standards prior to the recordation of any lots shown on the subdivision plan
8. There shall be a Northbound right-turn lane installed on Ennis Rd. to serve the proposed access to the subdivision. This turn lane, along with street connection to Ennis Road, shall be installed to NCDOT standards prior to recordation of the 100<sup>th</sup> lot in the subdivision
9. There shall be a minimum of 19 acres of open space preserved in the proposed subdivision. Open space shall be developed in accordance to Chapter 6 of the Angier Zoning Ordinance
10. The proposed 20ft street buffers along NC 55, Old Buies Creek Rd and Ennis Rd shall be installed per the Type A Buffer standards in Section 7.3 of the Angier Zoning Ordinance
11. There shall be curb & gutter and 5ft wide sidewalk installed throughout the proposed subdivision on both sides of each proposed street
12. There shall be curb & gutter and 5ft wide sidewalk installed along the existing roadways adjacent to the subdivision which stub to the North and South of the property in question – includes NC 55, Old Buies Creek Rd. and Ennis Rd.
13. There shall be a 15ft Type A landscaping buffer installed along the rear of Lots 40-43 adjacent to the neighboring property prior to recordation of these lots.

The Board had questions regarding dedicated open space.

Mr. Johnson stated there was a very slight decrease in total open space to accommodate the larger lot sizes. Approximately 33% of dedicated green space is proposed, which far exceeds the ordinance's minimum requirement of 20%. There is quite a bit of active walking trails around the existing pond, as well as proposed amenity areas throughout the development.

Mayor Smith disclosed that he lives across the street from the proposed project.

Mayor Smith opened the Public Hearing.

Sarah Shirley, P.E., the applicant's Engineer, thanked the Board for hearing their proposed changes. Some of those changes include a mix of lot sizes and addressing adjacent neighbor concerns of stormwater issues. There will be internal sidewalk systems next to the trails that connects to the external sidewalk system providing over two miles of trails and sidewalk combined. To help mitigate stormwater management, there's two proposed retention ponds along with the existing pond. All of the homes will be Energy Star Certified. They are committed to working with multiple reviewers of the preliminary plat that include planning, fire, engineering, stormwater permitting, erosion and sediment control, NCDOT, school district, and USPS.

Meredith Mabry, 876 Ennis Road, shared her concern for lots marked #40, 41, 42, and 43, as they are very close to her property, and requested if some type of screening could be placed there. She also shared her concern regarding future roadway improvements of Hwy 55 with Ennis Road being a service road and how that will be impacted once additional homes are added.

Ms. Shirley responded that buffers are not required, however, they are willing to commit to screening behind those lots. She also shared a Traffic Impact Analysis has been conducted and all future and proposed NCDOT roadway improvements have been considered.

Seeing no one, Mayor Smith closed the Public Hearing.

Commissioner Coats shared how impressed he is with the proposed changes.

Mr. Coats clarified that after consulting with the Town Attorney, he did not recuse himself from the proposed rezoning on S. Wilma Street heard at the previous month's meeting. He made it clear that he did reside on the street of the proposed rezoning, however he would not financially gain or lose anything from that project.

Commissioner Kazakavage asked where the runoff from the existing pond drains.

Mr. Johnson stated that stormwater matters would be addressed during construction drawing review, and explained that any additional runoff caused by increased impervious surface has to be accounted for on site.

Ms. Shirley stated that when runoff leaves the property it runs to a culvert under NC 55 and does feed into a creek downstream.

**Board Action:** The Town Board voted to approve the proposed Rezoning Request and the conditions proposed, in addition to a 15ft wide Type A landscape buffer along the rear of Lots 40-43 adjacent to neighboring property prior to recordation; for the application submitted by Easley Properties, LLC (Harnett PIN: 0673-83-7341.000).

**Motion:** Commissioner Coats

**Vote:** 2-0; unanimous

## **2. Sections 13.11 & 4.9.3 Junkyard Ordinance Amendment**

**Board Action:** The Town Board voted to table this item for 12 months.

**Motion:** Commissioner Kazakavage

**Vote:** no vote was taken for further discussion

Commissioner Kazakavage made a motion to table this item for 12 months as it's only fair to allow time to those who need to make accommodations for this Ordinance.



Commissioner Coats acknowledged that Commissioner Hawley has put a lot of work into this particular item, and he would like to wait until she can weigh in. However, he suggested tabling this topic for 6 months.

**Board Action:** The Town Board amended the motion to table this item for 6 months.

**Motion:** Commissioner Kazakavage

**Vote:** no vote was taken for further discussion

Mayor Smith was concerned there is no active ordinance implementation at this time and wants to be sure something doesn't come up.

Town Attorney Dan Hartzog, Jr. suggested that one option is to delay the Public Hearing until next month as long as the Town posts notice. However, the Public Hearing can be heard tonight and then the Board can delay decision until the next meeting.

It was the consensus of the Board to continue with the Public Hearing.

Mayor Smith opened the Public Hearing.

Planning Director Sean Johnson stated that based on comments received from the Board at the February 15<sup>th</sup> workshop, staff has drafted an amendment to Sections 13.11 and 4.9.3 of the Ordinance related to nonconforming automobile storage, junkyards, and salvage yards. These amendments are intended to allow for the Code Enforcement Staff to enforce the screening of properties in Angier's jurisdiction which have more than three junked motor vehicles stored on their property. The Planning Board recommended approval of this Ordinance amendment as proposed at their March 8<sup>th</sup> meeting.

Terminology has been changed based on the Board's feedback to remove references to junk vehicles and junkyards to be replaced with "Unregistered and nonfunctional vehicle" & "storage yard". If no action is taken, the screening requirements for those existing junkyards will remain legal non-conforming also known as "grandfathered in".

The screening required by this amendment is a 6ft opaque fence blocking unregistered and nonfunctional vehicles from view. At this point, Staff has been directed by the Board to temporarily seize enforcement action until an amendment can be presented.

Mr. Johnson also stated he has been in discussions with Commissioner Hawley to possibly come to an informal solution through working with the property owner of the *Stuart's Wrecker Service* site rather than the Ordinance enforcement route.

Mayor Smith had concern regarding the definition "an establishment or place of business in which is maintained, operated, or used for storage, keeping, buying, or selling vehicle parts" as automobile part stores could be subject to the Ordinance. He suggested incorporating verbiage to include "inoperative" or "vehicles".



Mr. Johnson pointed out the proposed definition states “any lot containing more than three unregistered and nonfunctional vehicles.” Mayor Smith would like to see the first sentence of the definition be more specific to what Mr. Johnson pointed out.

Tommy Burns, 2237 Oak Grove Church Road, stated he has submitted written comments earlier and would like them to be entered into the record. He stated that options that were proposed to him by Commissioner Hawley are less than those improvements required by the Ordinance language as presented, and is concerned with making those improvements if the Board is going to adopt this amendment at a later date anyway.

*Mr. Burns’ written comments:*

Public Hearing Comments

4/5/2022

Tommy Burns  
2237 Oak Grove Church Rd.  
Angier, NC 27501

Ordinance Amendment(s)

Sections 13.11 and 4.9.3

Commissioners,

I appreciate the opportunity to again enter comments into the record regarding the matter(s) and the property potentially affected by this at 165 N. Raleigh Street. The business on this property has operated here for a number of decades. I believe the spirit and intent of this ordinance amendment should be that any new uses comply with a greater buffering standard as opposed to long term, established business that are existing legal uses. The same logic is applied to new homes built to current building codes. The Town does not go back and make older homes comply with current building codes, unless there is substantial improvement or damage.

The standards of fencing and buffering are unreasonable and place an undue burden and hardship on this 81-year-old business owner and the 75-year-old recently widowed land owner. A strict application of this ordinance would create undue and unreasonable hardships on both parties; of which they would never be able to recoup a investment of this nature, given the age of both land owner and business owner. Black mesh screening nor landscape buffering are included as acceptable opaque buffers as these would provide a more effective buffering for properties with highway road frontage. These additional options would also capture the intent of the ordinance to screen “junked motor vehicles” from the public view.

There has been no change of use in many years on this property and has certainly been no changes since the Town UDO and other ordinances were added to the regulations of the Town.

A sixty-day compliance window from the time of notification is also not reasonable in any ordinance standard, and especially not given the current supply chain, labor shortage and economic interruptions that currently exists.

The most reasonable, common sense approach to this is to pursue option 2 and deny the amendment and allow this existing, legal use to “cure” itself, as it will in very short order. It also prevents costly legal actions on the part of all parties affected of which it is doubtful the Town would prevail. I would think the Town would want to be known as a Town that is business friendly with a pride in its past and with respect and admiration for the taxpayers who have carried the way for many years so others can enjoy the fruits of success and growth that the Town has and will certainly experience in the future.

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

**Board Action:** The Town Board voted to amended the motion to table this item until next month's meeting.

**Motion:** Commissioner Kazakavage

**Vote:** 2-0; unanimous

### **New Business**

#### **1. Community Development Advisory Board Interview**

Candidate Tyjah Johnson had a five-minute question and answer session with the Town Board.

Community Development Coordinator Heather Keefer explained that the advisory board currently has three vacancies and recommended appointing all three candidates.

#### **2. Community Development Advisory Board Appointments**

**Board Action:** The Town Board unanimously voted to appoint Daisy Haywood, Alexa Whittington, and Tyjah Johnson to the Community Development Advisory Board.

**Motion:** Commissioner Coats

**Vote:** 2-0, unanimous

#### **3. Voluntary Annexation Petition**

Planning Director Sean Johnson stated that staff received a voluntary annexation petition from Dwight & Eloise Stephenson for approximately 74.716 acres located at 1251 N. Raleigh Street, Angier, NC (0674-46-8078.000).

**Board Action:** The Town Board unanimously voted to approve Resolution #R006-2022 to Direct the Clerk to Investigate the Sufficiency of the Petition submitted by Dwight & Eloise Stephenson (Harnett PIN: 0674-46-8078.000).

**Motion:** Commissioner Kazakavage

**Vote:** 2-0, unanimous

#### **4. Voluntary Annexation Petition**

Planning Director Sean Johnson stated that staff has received a voluntary annexation petition from Sandra V. Stephenson & Peggy V. Hardison for approximately 17.675 acres located on NC 55 W., Angier, NC (0673-94-3543.000 & 0673-93-4853.000).

**Board Action:** The Town Board unanimously voted to approve Resolution #R007-2022 to Direct the Clerk to Investigate the Sufficiency of the Petition submitted by Sandra V. Stephenson & Peggy V. Hardison (Harnett PINs: 0673-94-3543.000 & 0673-93-4853.000).



**Motion:** Commissioner Coats

**Vote:** 2-0, unanimous

## **5. Budget Amendment #11**

Finance Director Hans Kalwitz stated this budget amendment pertains to revenues that have exceeded anticipation within the General Fund and the Booster Club Fund. The Library Donation revenue line has received donations, of which is treated as a restricted revenue, and the Library Department's respective expenditure line will, in effect, have increased allowable spending. The Booster Club Proceeds revenue line has received field rental revenue for which allowable spending will be increased. This budget amendment will acknowledge revenue that has exceeded anticipation in the General Fund and the Booster Club Fund; \$180 and \$350 respectively. To maintain a balanced budget, the aforementioned revenue will be appropriated to associated expenditure lines.

**Board Action:** The Town Board unanimously voted to Budget Amendment #11 that pertains to revenues that have exceeded anticipation within the General Fund and the Booster Club Fund.

**Motion:** Commissioner Coats

**Vote:** 4-0, unanimous

## **Old Business**

### **1. Resolution #R002-2022 – Fixing a Date for Annexation Public Hearing submitted by Joel R Young and Sherrill F. Young, Jr.**

Planning Director Sean Johnson stated staff has received a voluntary annexation petition from Joel R. Young and Sherrill F. Young, Jr. for an approximately 122.5 acre property located at 6600 Wimberly Road (**Wake** PIN: 0684661987).

### **2. Resolution #R008-2022 – Fixing a Date for Annexation Public Hearing submitted by William Coy Rogers Heirs**

Planning Director Sean Johnson stated staff has received a voluntary annexation petition from the William Coy Rogers Heirs for approximately 15.62 acres located at 9405 Kennebec Road, Willow Spring, NC (**Wake** PIN: 0684477282).

**Board Action:** The Town Board unanimously voted to approve Resolution #R002-2022 to Fix a Date for Annexation Public Hearing submitted by Joel R. Young and Sherrill F. Young, Jr.; and Resolution #R008-2022 to Fix a Date for Annexation Public Hearing submitted by William Coy Rogers Heirs for May 3, 2022.

**Motion:** Commissioner Kazakavage

**Vote:** 2-0; unanimous



## **Manager's Report**

- Department Reports (Informational Items included in Agenda packets)

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

1. Last Friday, the Board of Commissioners held its annual retreat. Thank you for your commitment of time, your patience with so much information to consider and absorb, and thank you to my staff for their hard work!
2. Reviewed Budget Work Schedule
3. Logistics with vacating Town Hall for new construction: Administration moved out in February to the Public Works Facility, Planning & Inspections moved out last week to the Parks & Recreation Building in Jack Marley Park, Police will move at the end of April/first of May, and Finance/Utilities will move out at the end of May/first of June. Demolition is scheduled for July.

Mayor Smith reviewed the Engineers report and stated that the Town has received a Letter of Intent to Fund the 500,000-gallon elevated water storage tank & the Old Core Water Distribution System Replacement from NC DEQ on March 11, 2022. The next step in this process will be to prepare and advertise a Request for Qualifications (RFQ) for the selection of an engineering design consultant.

## **Mayor & Town Board Reports**

**Adjournment:** Being no further business, the Town Board voted unanimously to adjourn the meeting at 8:20pm.

**Motion:** Commissioner Kazakavage

**Vote:** 2-0; unanimous

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Robert K. Smith, Mayor

Attest:

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Veronica Hardaway, Town Clerk

**Town of Angier  
Board of Commissioners  
Work Session  
Tuesday, April 19, 2022, 6:30 P.M.  
Angier Municipal Building  
28 North Raleigh Street  
Minutes**

The Town of Angier convened during a regularly scheduled Board of Commissioners Work Session meeting Tuesday, April 19, 2022, in the Board Room inside the Municipal Building at 28 North Raleigh Street.

**Members Present:** Mayor Bob Smith  
Mayor Pro-tem Loru Boyer Hawley  
Commissioner Alan Coats  
Commissioner Jim Kazakavage  
Commissioner George Junior Price

**Members Absent:**

**Staff Present:** Town Manager Gerry Vincent  
Human Resource Director Melissa Wilder  
Planning Director Sean Johnson  
Public Works Director Jimmy Cook  
Library Director Katy Warren  
Finance Director Hans Kalwitz  
Community Development Coordinator Heather Keefer  
Town Engineer Bill Dreitzler  
Town Attorney Dan Hartzog Jr.

**Others Present:**

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

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

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

**Approval of the April 19, 2022 meeting agenda:** The Town Board unanimously approved the agenda as presented.

**Board Action:** The Town Board unanimously approved the April 19, 2022 meeting agenda as presented.

**Motion:** Commissioner Coats

**Vote:** 4-0, unanimous

## **Presentation**

### **1. Angier's Southwest Drainage Study**

Town Engineer Bill Dreizler stated that Gradient, PLLC was selected to perform a hydraulic analysis of an approximately 400-acre drainage basin in Southwest Angier, referred to as the Southwest Angier Drainage Basin Study. Mr. Dreitzler introduced Gordon Rose and Heath Wadsworth with Gradient, PLLC.

Heath Wadsworth, P.E., identified the Southwest Drainage area to be approximately 400 acres in the southwest part of town. Areas of concern were identified to be:

Concern Area	Description
1	88 S. Park Street; yard and house floods
2	161 W. McIver Street; yard floods and water under house
3	12 Crestview; yard floods regularly and water gets underneath house
4	S. Park Street between W. Church and W. Depot Streets; Entire street floods
5	Ditch from S. Cross St to W. McIver St; inspect for debris and pipe sizes
6	Ditch from Oakwood Dr to Crestview Dr along W. McIver St; overflows
7	Ditch from Crestview Dr to S. Raleigh St; Partially clogged
8	Ditch from S. Raleigh St. to S. Broad St. E; inspect for debris and pipes
9	Ditch from S. Broad St. E./Hidden Acres Est to Black Riv; inspect
10	Ditch from S. Broad St. E./Hidden Acres Est to Black Riv; inspect

The Scope of the project included identifying key drainage outfalls and infrastructure; discuss specific historical flooding areas and desires to mitigate with the Town which includes identification of key concern areas; provide an analysis of flooding within the drainage basin; identify ditch sections and storm pipes expected to exceed design capacities; filed survey as required for the planning level analysis; provide recommendations for improvements within the drainage basin; provide an engineer's opinion of cost for recommendation improvements; and summarize findings in a final report.

The model results indicate significant flooding occurs during most storm events near the intersections of Park/West Depot Streets, Park/West Lillington Streets, and West McIver/Crestview Drive. Flooding in these areas inundates existing structures, including flooding crawl spaces and HVAC units, and in some cases entering the living space. Another concern area is road overtopping and flooding occurring at the intersection of S. Broad St. and the entrance to



Hidden Acres Estates. It is estimated that this area will experience road flooding during storm events less than the 10-year storm. This flooding overtops the only vehicular access to the Hidden Acres Estate development. The proposed drainage improvements along West Depot Street and the Honeycutt Oaks development, under construction currently, were added to the existing conditions.

Mr. Wadsworth reviewed three key recommended mitigation measures to help alleviate problem areas. Mitigation Measure #1 are improvements from W. Depot Street to S. Raleigh Street where drainage improvements will significantly reduce the flooding in the concern areas. Most of the work will be done within existing Right-of-Way with some easement acquisition that would be required for ditch improvements and pipe extension. Mitigation Measure #2 are channel and pipe improvements at W. Smithfield Street to W. Williams Street where most of proposed improvements would be outside of the Right-of-Way, easement acquisitions would again be required for ditch improvements. Mitigation Measure #3 are culvert improvements at S. Broad Street and Hidden Acres Estates that would reduce overtopping frequency of S. Broad Street and Hidden Acres Estates; estimated level-of-service will be greater than 25-year storm event, however low cover existing utilities will create design challenges.

Mr. Wadsworth recommended beginning with Mitigation Measure #3 prior to making any other improvements. Town Manager Gerry Vincent stated the Town has received \$400,000 from the General Assembly for this project, which will be submitted to the State to get approval to move forward for next year's budget. All improvements projects recommended by this Study will cost approximately \$3.2 million, and that just includes the three mitigation measures within the southwest drainage basin.

### **New Business**

#### **1. Resolution #R009-2022 – to accept ARPA Funds for proposed treatment capacity upgrade at North Harnett Regional WWTP**

Town Manager Gerry Vincent stated that the Town of Angier has been approved for the American Rescue Plan Act (ARPA) funding from the State Fiscal Recovery Fund in the amount of \$3,293,750 that was requested by the General Assembly members Senator Burgin, Representative Strickland, and Representative Penny. This amount is in reference to increase sewer capacity at the Harnett Regional Wastewater Treatment Plant. Funds will not be disbursed unless the offer is accepted by way of Resolution and returned to the Division of Water Infrastructure.

**Board Action:** The Town Board unanimously approved Resolution #R009-2022 to accept ARPA Funds for proposed treatment capacity upgrade at North Harnett Regional WWTP.

**Motion:** Mayor Pro-tem Hawley

**Vote:** 4-0, unanimous

## **2. Resolution #R010-2022 – to accept ARPA Funds for proposed Water Distribution Core System Replacement & Junny Road 500,000-gallon Elevated Water Storage Tank**

Town Manager Gerry Vincent stated that the Town of Angier has been approved for an additional ARPA grant from the State Fiscal Recovery Fund in the amount of \$6,706,250. This amount is in reference to the proposed Water-Distribution Core System Replacement and a new 500,000-gallon Elevated Water Storage Tank on Junny Road. These funds will also not be disbursed unless the offer is accepted by way of Resolution and returned to the Division of Water Infrastructure.

**Board Action:** The Town Board unanimously approved Resolution #R010-2022 to accept ARPA Funds for proposed Water Distribution Core System Replacement & Junny Road 500,000-gallon Elevated Water Storage Tank.

**Motion:** Mayor Pro-tem Hawley

**Vote:** 4-0, unanimous

## **3. Debt Service Reserve Budget Ordinance**

Finance Director Hans Kalwitz stated that this Budget Ordinance is in regard to the FY 2021 audit. Within the audit, the Town had one finding; having an unrecorded fund (Debt Service Reserve) during the FY 2020 audit that resulted in the Water & Sewer Fund being undervalued. The result positively impacted the FY 2021 audit, although action was taken to record the \$142,736 and was noted as a prior period adjustment.

The Town will reinstate the Debt Service Reserve Fund, only to dissolve it by means of transferring the money within the Debt Service Reserve Fund into the Water & Sewer Fund. The net financial impact is neutral, as the transfer to the Water & Sewer Fund will be recognized, although no budget amendment will be made to accept the revenue in order to increase allowable spending. This is merely to maintain consistency with the FY 2021 financial statements and to make certain no further finding will take place on the topic.

**Board Action:** The Town Board unanimously approved the Debt Service Reserve Budget Ordinance in regard to the FY 2021 Audit.

**Motion:** Mayor Pro-tem Hawley

**Vote:** 4-0, unanimous

## **4. Angier Rezoning – Morris Coats Property**

Planning Director Sean Johnson stated the property in question is roughly 2-acres and is owned by Morris Coats and Stuart Matthews. The property is located on Highway 55 just over the Wake County line, right across the street from *Sunni Skies*. This property was zoned commercial back when it was in Wake County's jurisdiction in 1977, up until the Town rezoned the property when



it took it into Angier's ETJ in 2015 with Wake County Board of Commissioners approval. The property owners were of the understanding that the land would remain commercially zoned when Angier acquired it into their jurisdiction, however to their surprise, the property is actually zoned as RA-30 (Residential/Agriculture). They have provided documentation of the commercial zoning prior to the Town's ETJ expansion.

Mr. Johnson provided a copy of the letter that was distributed to property owners in 2015 when the Town acquired Wake County land into their ETJ. The letter, however, is contradictory in that it states the property owner's zoning district will not change unless they formally request a change. The formal procedure for the property in question to be changed back to commercial is to go through the rezoning process regardless of fault. Mr. Coats and Mr. Matthews have already submitted their application to begin the rezoning process and have requested the Board consider waiving the application fee.

**Board Action:** The Town Board voted to waive the Rezoning Application Fee.

**Motion:** Mayor Pro-tem Hawley

**Opposed:** Commissioner Price

**Vote:** 3-1; motion carried

Commissioner Coats acknowledged Mayor Smith and Town Manager Gerry Vincent's birthdays.

Mr. Vincent gave an update regarding the land acquisition behind the *Thanks a Latte* building.

Commissioner Price requested that for future meetings to refrain from stating where Board members are in the absence of meetings due to liability and security concerns.

**Adjournment:** There being no further business, the Town Board voted unanimously to adjourn the meeting at 7:20pm.

**Motion:** Mayor Pro-tem Hawley

**Vote:** Unanimous, 4-0

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Robert K. Smith, Mayor

Attest:

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Veronica Hardaway, Town Clerk





## Board of Commissioners Agenda Report

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

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**MEETING DATE:** May 17, 2022  
**PREPARED BY:** Sean Johnson  
**ISSUE** Voluntary Annexation Petition  
**CONSIDERED:**  
**DEPARTMENT:** Planning & Inspections

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### SUMMARY OF ISSUE:

Staff has received a voluntary annexation petition from Joel R. Young and Sherrill F. Young, Jr. for an approximately 122.5 acre property located at 6600 Wimberly Road (Wake PIN: 0684661987).

The Town Clerk has investigated the sufficiency of the annexation petition, and the Public Hearing has been advertised for the May 17, 2022 Board meeting.

Attached is the voluntary annexation petition and boundary survey for your review.

**FINANCIAL IMPACT:** N/A

**RECOMMENDATION:** N/A

**REQUESTED MOTION:** I move to approve/deny the annexation petition submitted by Joel R. Young and Sherrill F. Young, Jr.

**REVIEWED BY TOWN MANAGER:**

### Attachments:

Voluntary Annexation Petition  
Aerial Map



## Town of Angier

Robert K. Smith  
Mayor

Gerry Vincent  
Town Manager

**Ordinance No.:** A004-2022  
**Date Adopted:** May 17, 2022

### **AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE TOWN OF ANGIER, NORTH CAROLINA**

**WHEREAS**, the Town of Angier Board of Commissioners has been petitioned under N.C. General Statute § 160A – 58.1 by property owners Joel R. Young and Sherrill F. Young, Jr., on November 30, 2021, to annex the area described in said petition and inclusive to Wake County (Wake County PIN#: 0684661987) described below; and,

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

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

**WHEREAS**, there has been a Public Hearing on the question of this annexation, which has taken place on Tuesday, May 17, 2022, at or shortly thereafter 6:00 p.m. inside the Angier Municipal Building Board Room, after due notice by publication in the *Daily Record* and,

**WHEREAS**, the Town of Angier Board of Commissioners finds that the area described therein meets the standards of N.C. General Statute § 160A – 58.2 (.1(b)), to wit:

- (a) The nearest point on the proposed satellite corporate limits is not more than three (3) miles from the primary corporate limits of the Town of Angier;
- (b) No point on the proposed satellite corporate limits is closer to the primary corporate limits of another municipality than to the primary corporate limits of the Town of Angier;
- (c) The area is so situated that The Town of Angier will be able to provide the same services within the proposed satellite corporate limits that it provides within the primary corporate limits;
- (d) No subdivision, as defined in N.C. General Statutes §160A-376, will be fragmented by this proposed annexation; and,
- (e) The Town of Angier has been exempted from the ten (10%) percent limitation satellite annexation regulation as pursuant to N.C. General Statutes § 160A-58.1(b); and,

**WHEREAS,** The Town of Angier Board of Commissioners further finds that the Petition has been signed by all the owners of the property in the area who are required by law to sign; and

**WHEREAS,** The Town of Angier Board of Commissioners further finds that the Petition is otherwise valid, and the public health, safety and welfare of the Town of Angier and of the area proposed for annexation will be best served by annexing the area described;

**NOW, THEREFORE, BE IT ORDAINED,** by the Mayor and Town of Angier Board of Commissioners that:

Section 1. By virtue of the authority granted by N.C. General Statutes § 160A-58.2, the following described noncontiguous property is hereby annexed and made part of The Town of Angier, North Carolina, as of May 17, 2022;

*Being more particularly described as follows:*

#### **LEGAL DESCRIPTION**

*Joel R., Jr. & Sherrill F. Young Property, Willow Springs, North Carolina  
Panther Branch Township, Wake County, North Carolina*

##### Tract 1

*BEING all that tract of land containing 128.58 acres more or less, located in Panther Branch Township, Wake County, North Carolina; and being more particularly described as follows:*

*COMMENCING at a PK nail found in the centerline intersection of Lipscomb Road and Wimberly Road, thence leaving said PK nail north 35 deg. 23 min. 34 sec. east 87.36 feet to an iron pipe found on the northern right-of-way line (allowing 60') of Wimberly Road, thence north 60 deg. 00 min. 55 sec. east 225.71 feet to an iron pipe found on the same right-of-way line and also being the southwestern property corner of the John A. Wichtrich Family Trust property (Deed Book 7037, page 575, Wake County Registry) and the BEGINNING point, thence continuing with the John A. Wichtrich Family Trust property (Deed Book 7037, page 575, Wake County Registry) north 02 deg. 32 min. 28 sec. east 892.45 feet to a point on Wrenn Branch, thence following the run of Wrenn Branch the following calls:*



(1) north 62 deg. 43 min. 49 sec. east 99.85 feet to a point, (2) north 82 deg. 38 min 26 sec. east 183.34 feet to a point, (3) north 69 deg. 22 min. 34 sec. east 142.64 feet to a point, (4) south 82 deg. 26 min. 53 sec. east 43.23 feet to a point, (5) north 06 deg. 20 min. 53 sec. east 89.30 feet to a point, (6) north 25 deg. 46 min. 38 sec. east 86.88 feet to a point, (7) north 24 deg. 42 min. 11 sec. west 38.96 feet to a point, (8) north 27 deg. 14 min. 15 sec. east 34.96 feet to a point, (9) north 49 deg. 26 min. 37 sec. east 164.80 feet to a point and (10) north 38 deg. 37 min. 54 sec. east 272.33 feet to a point, thence leaving Wrenn Branch and the John A. Wichtrich Family Trust property (Deed Book 7037, page 575, Wake County Registry) and with the William Coy Rogers Heirs property (Plat Book 1984, page 661, Wake County Registry) the following 2 calls: (1) north 87 deg. 56 min. 07 sec. east 383.92 feet to a point and (2) north 37 deg. 20 min. 29 sec. east 1650.65 feet to a point, thence leaving the William Coy Rogers Heirs property (Plat Book 1984, page 661, Wake County Registry) and with the run of Black Creek the following 15 calls: (1) south 75 deg. 55 min. 35 sec. east 247.91 feet to a point, (2) south 78 deg. 21 min. 15 sec. east 114.85 feet to a point, (3) north 19 deg. 53 min. 42 sec. west 79.02 feet to point, (4) north 77 deg. 18 min. 13 sec. east 156.63 feet to a point, (5) south 05 deg. 01 min. 06 sec. east 176.68 feet to a point, (6) south 89 deg. 49 min. 57 sec. east 126.33 feet to a point, (7) north 63 deg. 08 min. 41 sec. east 118.72 feet to a point, (8) south 20 deg. 40 min. 12 sec. east 92.93 feet to a point, (9) south 55 deg. 34 min. 28 sec. east 66.23 feet to a point, (10) south 68 deg. 31 min. 08 sec. east 106.10 feet to a point, (11) south 03 deg. 06 min. 24 sec. east 96.74 feet to a point, (12) south 74 deg. 01 min. 07 sec. east 141.62 feet to a point, (13) south 87 deg. 22 min. 51 sec. east 118.28 feet to a point, (14) south 41 deg. 08 min. 26 sec. east 144.95 feet to a point and (15) south 48 deg. 03 min. 39 sec. east 167.42 feet to a point, thence leaving Black Creek and with the Edward Vance Currin property (Deed Book 3509, page 810, Wake County Registry) south 00 deg. 15 min. 19 sec. east 1223.67 feet to a point, thence leaving the Edward Vance Currin property (Deed Book 3509, page 810, Wake County Registry) and with the Erin & Edward Becton properties (Deed Book 17244, page 1384, Wake County Registry) the following 2 calls: (1) south 38 deg. 53 min. 03 sec. west 499.23 feet to a point and (2) south 00 deg. 22 min. 07 sec. east 198.24 feet to a point, thence leaving the Erin & Edward Becton properties (Deed Book 17244, page 1384, Wake County Registry) and continuing with the northern right-of-way line (allowing 60') of Wimberly Road south 83 deg. 25 min. 30 sec. west 791.64 feet to an iron pipe found, thence leaving the northern right-of-way line (allowing 60') of Wimberly Road and with the Daniel Carr, Jr. & Shannon H. Burch properties (Deed Book 10889, page 2508 & Deed Book 16419, page 1129, Wake County Registry) the following 3 calls: (1) north 00 deg. 33 min. 55 sec. east 401.57 feet to an axle iron found, (2) south 89 deg. 27 min. 31 sec. west 1076.20 feet to a point and (3) south 01 deg. 31 min. 17 sec. west 16.23 feet to a point, thence leaving the Daniel Carr, Jr. & Shannon H. Burch properties (Deed Book 10889, page 2508 & Deed Book 16419, page 1129, Wake County Registry) and with the Dace J. Blaskovitz property (Deed Book 18070, page 1823, Wake County Registry) south 89 deg. 46 min. 17 sec. west 320.50 feet to a point, thence leaving the Dace J. Blaskovitz property (Deed Book 18070, page 1823, Wake County Registry) and with the James D. & Linda R. Stanley property (Deed Book 13848, page 1829, Wake County Registry) south 89 deg. 46 min. 17 sec. west 166.00 feet to a point, thence continuing with the James D. & Linda R. Stanley property and the Sandra & Benjamin Gillam property (Deed Book 13731, page 2121, Wake County Registry) south 00 deg. 56 min. 35 sec. west 546.58 feet to a point, thence leaving the Sandra & Benjamin Gillam property (Deed Book 13731, page 2121, Wake County Registry) and continuing with the northern right-of-way line (allowing 60') of Wimberly Road the following 11 calls: (1) south 83 deg. 22 min. 49 sec. west 38.65 feet to a point, (2) south 83 deg. 20 min. 40 sec. west 99.08 feet to a point, (3) south 83 deg. 18 min. 51 sec. west 96.63 feet to a point, (4) south 82 deg. 48 min. 20 sec. west 107.09 feet to a point, (5) south 80 deg. 19 min. 17 sec. west 100.64 feet to a point, (6) south 78 deg. 30 min. 42 sec. west 78.08 feet to a point, (7) south 77 deg. 06 min. 35 sec. west 100.26 feet to a point, (8) south 76 deg. 15 min. 03 sec. west 105.89 feet to a point, (9) south 76 deg. 02 min. 39 sec. west 100.19 feet to a point, (10) south 73 deg. 25 min. 19 sec. west 101.81 feet to a point and (11) south 68 deg. 17 min. 16 sec. west 37.49 feet to an iron pipe found, the BEGINNING point.



Tract 2

BEING all that tract of land containing 1.775 acres more or less, located in Panther Branch Township, Wake County, North Carolina; and being more particularly described as follows:

COMMENCING at a PK nail found in the centerline intersection of Lipscomb Road and Wimberly Road, thence leaving said PK nail north 65 deg. 22 min. 09 sec. east 353.43 feet to a point on the southern right-of-way line (allowing 60') of Wimberly Road, said point also being the BEGINNING point, thence continuing with the southern right-of-way line (allowing 60') of Wimberly Road the following 10 calls: (1) north 73 deg. 25 min. 19 sec east 76.20 feet to a point, (2) north 76 deg. 02 min. 39 sec. east 98.71 feet to a point, (3) north 76 deg. 15 min. 03 sec. east 105.33 feet to a point, (4) north 77 deg. 06 min. 35 sec. east 99.08 feet to a point, (5) north 78 deg. 30 min. 42 sec. east 76.40 feet to a point, (6) north 80 deg. 19 min. 17 sec. east 98.39 feet to a point, (7) north 82 deg. 48 min. 20 sec. east 105.52 feet to a point, (8) north 83 deg. 18 min. 51 sec. east 96.36 feet to a point, (9) north 83 deg. 20 min. 40 sec. east 99.05 feet to a point and (10) north 83 deg. 22 min. 49 sec. east 40.17 feet to a point, thence leaving the southern right-of-way line (allowing 60') of Wimberly Road and with the Faye Lipscomb property (Deed Book 21-E-, page 1661, Wake County Registry) south 00 deg. 22 min. 31 sec. east 145.63 feet to a point, thence leaving the Faye Lipscomb property (Deed Book 21-E-, page 1661, Wake County Registry) and with the David and Faye Lipscomb property (Book of Maps 2010, page 498, Wake County Registry) south 88 deg. 44 min. 18 sec. west 879.43 feet to a point, the BEGINNING point.

Section 2. Upon and after May 17, 2022, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in The Town of Angier and shall be entitled to the same privileges and benefits as other parts of The Town of Angier. Said territory shall be subject to municipal taxes according to General Statute § 160A-58-10.

Section 3. The Mayor of the Town of Angier, North Carolina, shall cause to be recorded in the office of the Registrar of Deeds of Wake County, and in the office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1. above, together with a duly certified copy of this Ordinance. Such a map shall also be delivered to the Wake County Board of Elections, as required by N.C. General Statutes § 163-288.1.

Section 4. Notice of this adoption of this Ordinance shall be published once, following the effective date of annexation, in a newspaper having general circulation in The Town of Angier, North Carolina.

*Duly adopted by the Angier Board of Commissioners on this the 17<sup>th</sup> day of May, 2022, during their regularly scheduled monthly meeting.*

ATTEST:

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Robert K. Smith, Mayor

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Veronica Hardaway, Town Clerk

APPROVED AS TO  
FORM:

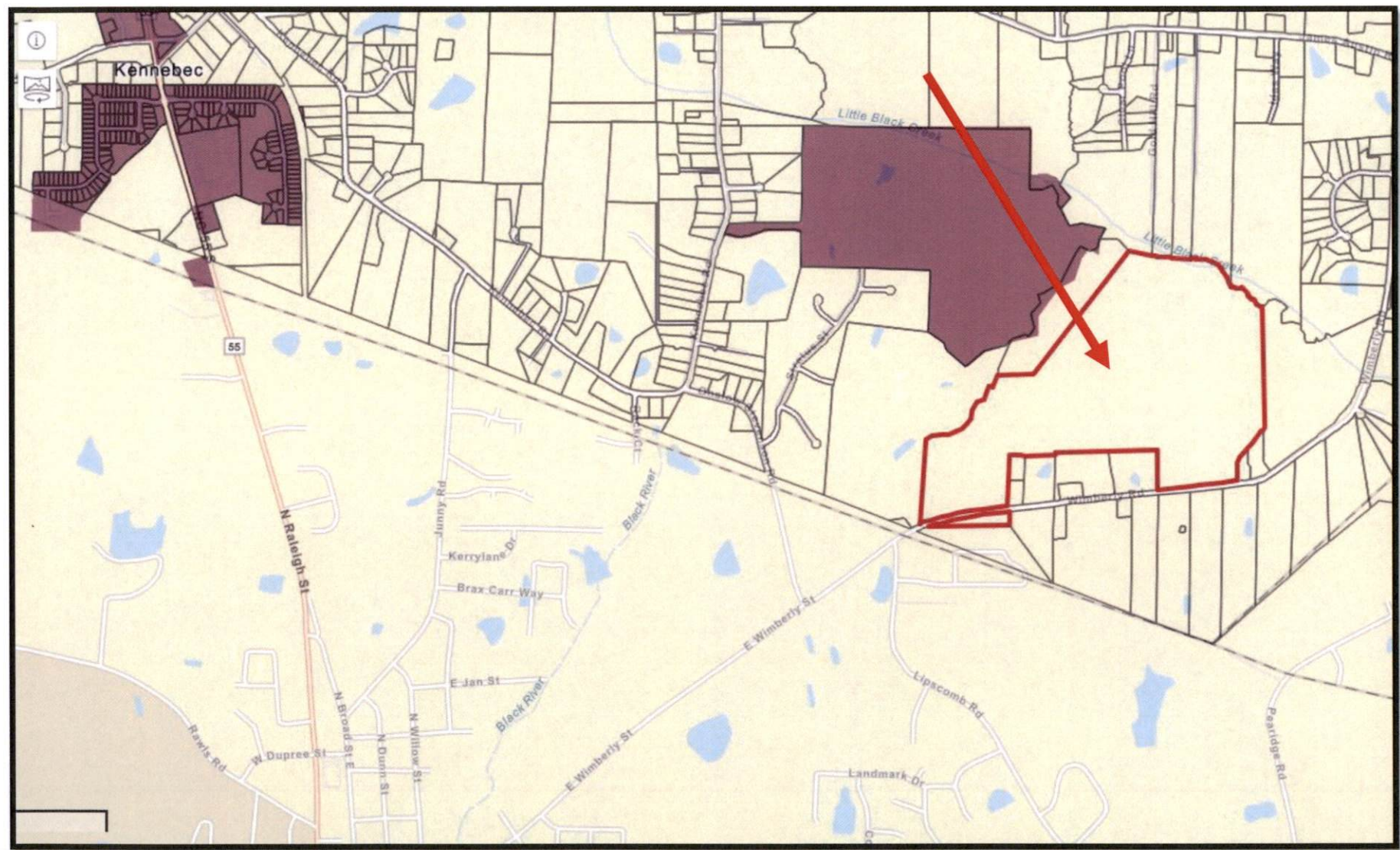
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Dan Hartzog Jr., Town Attorney



Young Property Annexation – 122.5 Acres

6600 Wimberly Road, Angier, NC





**- NOTES -**

1. ONLY A PARTIAL BOUNDARY SURVEY HAS BEEN COMPLETED BY CHANDLER LAND SURVEYING AT THIS TIME. OTHER INFORMATION SHOWN WAS TAKEN FROM REFERENCED RECORDED DEEDS AND PLATS.
2. SEE SHEET 2 OF 2 FOR LINE TABLE AND ADJOINING PROPERTY OWNERS.

NC GRID  
NAD 83

N/F  
HIGHLAND RIDGE, LLC  
DB 18482, PG 735  
PB 2021, PG 819

\* LOCATED IN ANGLIER ETJ \*

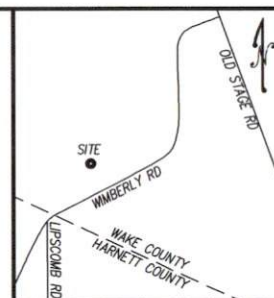
N/F  
JOHN A. WICHTRICH FAMILY TRUST  
DB 7037, PG 575  
BOM 1996, PG 888

RUN OF WRENN BRANCH  
IS THE PROPERTY LINE

**- TRACT 1 -**  
128.580 ACRES  
5,600,925 SQ. FEET

**- LEGEND -**

IPF IRON PIPE FOUND  
IRF IRON ROD FOUND  
PKF PK NAIL FOUND  
AXF AXLE FOUND FOUND  
R/W RIGHT-OF-WAY



- VICINITY MAP NOT TO SCALE -

N/F  
EDWARD VANCE CURRIN  
DB 3509, PG 810  
BOM 1998, PG 1081

**- NOTE -**  
L41 & L42 ARE TIE LINES ONLY

**WIMBERLY ROAD - SR 2761**  
(60' PUBLIC R/W)

**- OWNER -**  
JOEL R. JR. & SHERRILL F. YOUNG  
7412 GRIST MILL ROAD  
RALEIGH, NC 27615  
DEED BOOK 1345, PAGE 003  
PIN 0684-66-1987

chandler land surveying

83 Adams Point Drive, Garner, North Carolina, 27529  
Phone: 919-291-9163

SCALE: 1" = 500'



**EXHIBIT MAP**

FOR  
**PROPOSED ANNEXATION**  
OF

**JOEL R. JR. & SHERRILL F. YOUNG PROPERTY**  
**WILLOW SPRINGS, NORTH CAROLINA**

SCALE: 1" = 500' DATE: 12-15-2021  
PANTHER BRANCH TOWNSHIP WAKE COUNTY NORTH CAROLINA

**PROJECT #**  
2021218  
**SURVEYED BY**  
JHC/SAR  
**DRAWN BY**  
DBR  
**DRAWING NAME**  
2021218-ANNEX  
**SHEET NUMBER**  
1 OF 2

PKF AT THE INTERSECTION OF  
WIMBERLY ROAD AND LIPSCOMB ROAD

**- TRACT 2 -**  
1.775 ACRES  
77,328 SQ. FEET  
N/F  
DAVID & FAYE LIPSCOMB  
BOM 2010, PG 498

N/F  
FAYE LIPSCOMB  
DB 21-E-, PG 1661

- LINE TABLE -

LINE	BEARING	LENGTH
L1	N62°43'49"E	99.85
L2	N82°38'26"E	183.34
L3	N69°22'34"E	142.64
L4	S82°26'53"E	43.23
L5	N06°20'53"E	89.30
L6	N25°46'38"E	86.88
L7	N24°42'11"W	38.96
L8	N27°14'15"E	34.96
L9	N49°26'37"E	164.80
L10	N38°37'54"E	272.33
L11	S75°55'35"E	247.91
L12	S78°21'15"E	114.85
L13	N19°53'42"W	79.02
L14	N77°18'13"E	156.63
L15	S05°01'06"E	176.68
L16	S89°49'57"E	126.33
L17	N63°08'41"E	118.72
L18	S20°40'12"E	92.93
L19	S55°34'28"E	66.23
L20	S68°31'08"E	106.10
L21	S03°06'24"E	96.74
L22	S74°01'07"E	141.62
L23	S87°22'51"E	118.28
L24	S41°08'26"E	144.95
L25	S48°03'39"E	167.42
L26	S00°22'07"E	198.24
L27	S01°31'17"W	16.23

- LINE TABLE -

LINE	BEARING	LENGTH
L28	S89°46'17"W	320.50
L29	S89°46'17"W	166.00
L30	S83°22'49"W	38.65
L31	S83°20'40"W	99.08
L32	S83°18'51"W	96.63
L33	S82°48'20"W	107.09
L34	S80°19'17"W	100.64
L35	S78°30'42"W	78.08
L36	S77°06'35"W	100.26
L37	S76°15'03"W	105.89
L38	S76°02'39"W	100.19
L39	S73°25'19"W	101.81
L40	S68°17'16"W	37.49
L41	S60°00'55"W	225.71
L42	S35°23'34"W	87.36
L43	N73°25'19"E	76.20
L44	N76°02'39"E	98.71
L45	N76°15'03"E	105.33
L46	N77°06'35"E	99.08
L47	N78°30'42"E	76.40
L48	N80°19'17"E	98.39
L49	N82°48'20"E	105.52
L50	N83°18'51"E	96.36
L51	N83°20'40"E	99.05
L52	N83°22'49"E	40.17
L53	S00°22'31"E	145.63

-1-  
WILLIAM COY ROGERS HEIRS  
PB 1984, PG 661

-2-  
JEANETTE & MICHAEL ROUSSEAU  
DB 17239, PG 1028

-3-  
DIANE HAWLEY & JOHNNY L. LAWRENCE  
DB 11828, PG 609

-4-  
STEVEN & KIMBERLY I. MASON  
DB 11102, PG 1648

-5-  
JANICE G. HAWLEY  
PIN 0684-69-6049

-6-  
MITCHELL STEVEN MASON  
DB 18447, PG 1012

-7-  
ERIN & EDWARD BECTON  
DB 17244, PG 1384

-8-  
ERIN & EDWARD BECTON  
DB 17244, PG 1384

-9-  
DANIEL CARR JR. & SHANNON H. BURCH  
DB 10889, PG 2508

-10-  
DANIEL CARR JR. & SHANNON H. BURCH  
DB 16419, PG 1129

-11-  
DACE J. BLASKOVITZ  
DB 18070, PG 1823

-12-  
JAMES D. & LINDA R. STANLEY  
DB 13848, PG 1829

-13-  
SANDRA & BENJAMIN GILLAM  
DB 13731, PG 2121

chandler land surveying

83 Adams Point Drive, Garner, North Carolina, 27529  
Phone: 919-291-9163

EXHIBIT MAP  
FOR  
PROPOSED ANNEXATION  
OF

JOEL R. JR. & SHERRILL F. YOUNG PROPERTY  
WILLOW SPRINGS, NORTH CAROLINA

SCALE: N/A DATE: 12-15-2021  
PANTHER BRANCH TOWNSHIP WAKE COUNTY NORTH CAROLINA

PROJECT #  
2021218  
SURVEYED BY  
JHC/SAR  
DRAWN BY  
DBR  
DRAWING NAME  
2021218-ANNEX  
SHEET NUMBER  
2 OF 2



## 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:** May 17, 2022  
**PREPARED BY:** Sean Johnson  
**ISSUE** Voluntary Annexation Petition  
**CONSIDERED:**  
**DEPARTMENT:** Planning & Inspections

---

### SUMMARY OF ISSUE:

Staff has received a voluntary annexation petition from the William Coy Rogers Heirs for approximately 15.62 acres located at 9405 Kennebec Road, Willow Spring, NC (Wake PIN: 0684477282).

The Town Clerk has investigated the sufficiency of the annexation petition, and the Public Hearing has been advertised for the May 17, 2022 Board meeting.

Attached is the voluntary annexation petition and boundary survey for your review.

**FINANCIAL IMPACT:** N/A

**RECOMMENDATION:** N/A

**REQUESTED MOTION:** I move to approve/deny the annexation petition submitted by the William Coy Rogers Heirs.

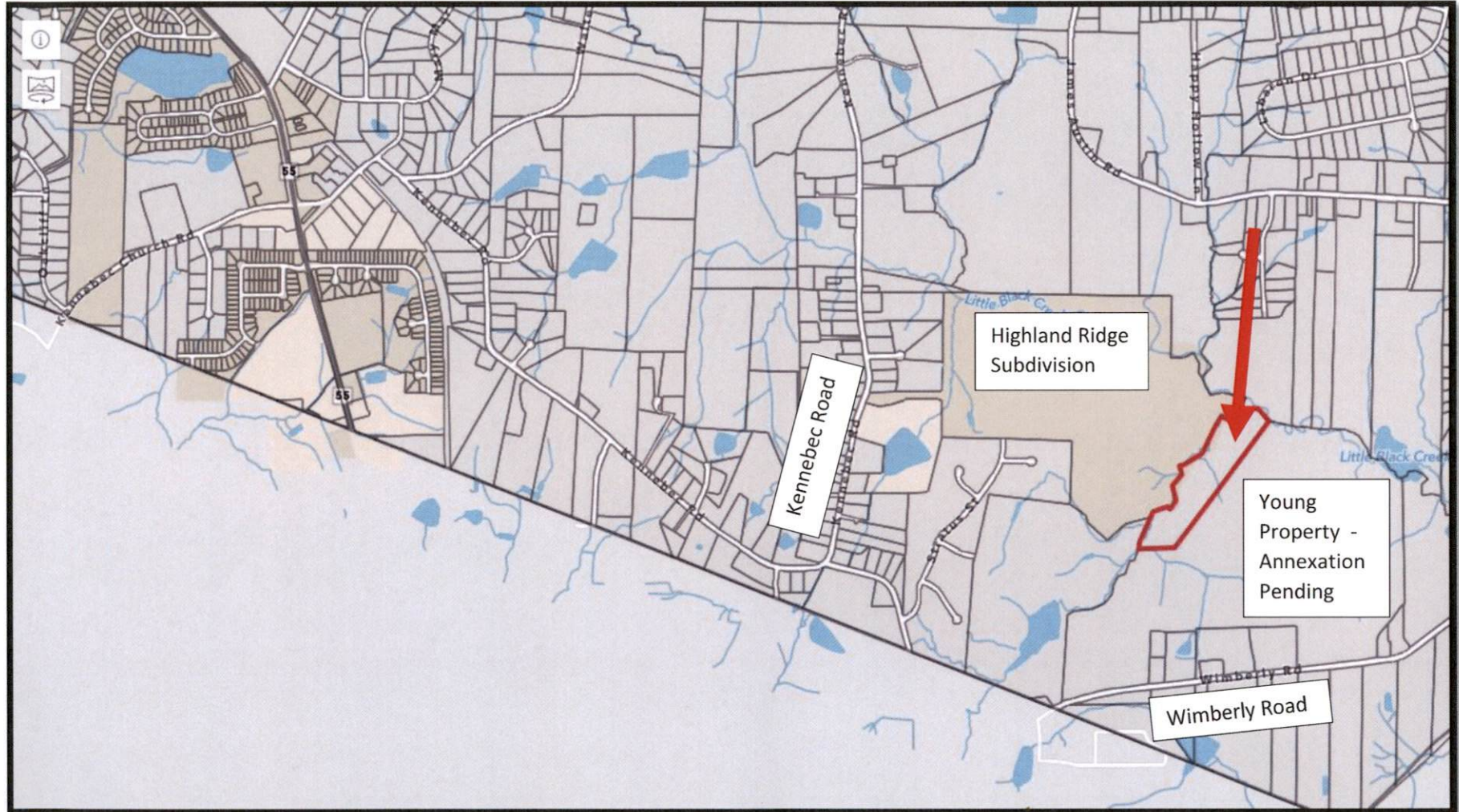
**REVIEWED BY TOWN MANAGER:**

**Attachments:**

Voluntary Annexation Petition  
Property Survey



## Rogers Heirs Annexation Petition – 15.622 Acres



**- NOTES -**

1. ONLY A PARTIAL BOUNDARY SURVEY HAS BEEN COMPLETED BY CHANDLER LAND SURVEYING AT THIS TIME. OTHER INFORMATION SHOWN WAS TAKEN FROM REFERENCED RECORDED DEEDS AND PLATS.

NC GRID  
NAD 83

EXISTING 30' ACCESS EASEMENT  
TO JAMES AUSTIN ROAD  
(BOM 1995, PG 1319)

RUN OF BLACK CREEK  
IS THE PROPERTY LINE

N/F  
HIGHLAND RIDGE, LLC  
DB 18482, PG 735  
PB 2021, PG 819  
\* LOCATED IN ANGIER ETJ \*

**- AREA -**  
15.622 ACRES  
680,502 SQ. FEET

RUN OF WRENN BRANCH  
IS THE PROPERTY LINE

N/F  
JOEL R. JR. & SHERRILL F. YOUNG  
DEED BOOK 1345, PAGE 003

N/F  
JOHN A. WICHTRICH FAMILY TRUST  
DB 7037, PG 575  
BOM 1996, PG 888

**- ADJOINING OWNER INFORMATION -**

- 1-  
JEANETTE & MICHAEL ROUSSEAU  
DB 17239, PG 1028
- 2-  
DIANE HAWLEY & JOHNNY L. LAWRENCE  
DB 11828, PG 609
- 3-  
STEVEN & KIMBERLY I. MASON  
DB 11102, PG 1648

**- OWNER -**

WILLIAM COY ROGERS HEIRS  
121 BY THE SEA DRIVE  
SUPPLY, NC 28462  
DEED BOOK 16-E-, PAGE 426  
PLAT BOOK 1984, PAGE 661  
PIN 0684-47-7282

chandler land surveying

83 Adams Point Drive, Garner, North Carolina, 27529  
Phone: 919-291-9163

SCALE: 1" = 300'



**EXHIBIT MAP**

FOR  
PROPOSED ANNEXATION  
OF

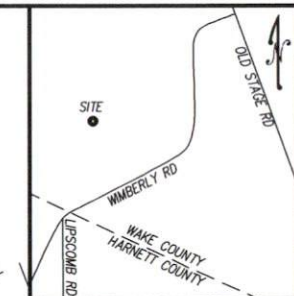
**WILLIAM COY ROGERS HEIRS PROPERTY  
WILLOW SPRINGS, NORTH CAROLINA**

SCALE: 1" = 300' DATE: 2-8-2022  
PANTHER BRANCH TOWNSHIP WAKE COUNTY NORTH CAROLINA

**- LINE TABLE -**

LINE	BEARING	LENGTH
L1	N05°27'15"E	83.98
L2	N19°24'59"E	250.79
L3	N34°55'01"E	86.72
L4	N72°51'51"E	161.33
L5	S45°25'18"E	40.81
L6	N34°44'33"E	108.00
L7	N14°42'25"W	154.65
L8	N39°43'07"E	151.45
L9	N10°48'16"W	94.94
L10	N75°05'20"E	54.30
L11	N60°10'12"E	218.37
L12	N26°11'07"E	200.11
L13	N25°00'28"E	120.01
L14	N31°49'18"E	140.61
L15	S61°51'22"E	116.13
L16	N41°09'02"E	141.39
L17	N86°50'01"E	185.50
L18	S44°49'22"E	145.40
L19	S44°49'22"E	30.00

- VICINITY MAP NOT TO SCALE -







## Town of Angier

Robert K. Smith  
Mayor

Gerry Vincent  
Town Manager

**Ordinance No.:** A005-2022  
**Date Adopted:** May 17, 2022

### **AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE TOWN OF ANGIER, NORTH CAROLINA**

**WHEREAS**, the Town of Angier Board of Commissioners has been petitioned under N.C. General Statute § 160A – 58.1 by property owners William Coy Roger Heirs, on February 8, 2022, to annex the area described in said petition and inclusive to Wake County (Wake County PIN#: 0684477282) described below; and,

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

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

**WHEREAS**, there has been a Public Hearing on the question of this annexation, which has taken place on Tuesday, May 17, 2022, at or shortly thereafter 6:30 p.m. inside the Angier Municipal Building Board Room, after due notice by publication in the *Daily Record* and,

**WHEREAS**, the Town of Angier Board of Commissioners finds that the area described therein meets the standards of N.C. General Statute § 160A – 58.2 (.1(b), to wit:



- (a) The nearest point on the proposed satellite corporate limits is not more than three (3) miles from the primary corporate limits of the Town of Angier;
- (b) No point on the proposed satellite corporate limits is closer to the primary corporate limits of another municipality than to the primary corporate limits of the Town of Angier;
- (c) The area is so situated that The Town of Angier will be able to provide the same services within the proposed satellite corporate limits that it provides within the primary corporate limits;
- (d) No subdivision, as defined in N.C. General Statutes §160A-376, will be fragmented by this proposed annexation; and,
- (e) The Town of Angier has been exempted from the ten (10%) percent limitation satellite annexation regulation as pursuant to N.C. General Statutes § 160A-58.1(b); and,

**WHEREAS**, The Town of Angier Board of Commissioners further finds that the Petition has been signed by all the owners of the property in the area who are required by law to sign; and

**WHEREAS**, The Town of Angier Board of Commissioners further finds that the Petition is otherwise valid, and the public health, safety and welfare of the Town of Angier and of the area proposed for annexation will be best served by annexing the area described;

**NOW, THEREFORE, BE IT ORDAINED**, by the Mayor and Town of Angier Board of Commissioners that:

Section 1. By virtue of the authority granted by N.C. General Statutes § 160A-58.2, the following described noncontiguous property is hereby annexed and made part of The Town of Angier, North Carolina, as of May 17, 2022;

*Being more particularly described as follows:*

#### **LEGAL DESCRIPTION**

*William Coy Rogers Heirs Property, Willow Springs, North Carolina Panther Branch Township, Wake County, North Carolina  
February 8, 2022*

*BEING all that tract of land containing 15.622 acres more or less, located in Panther Branch Township, Wake County, North Carolina; and being more particularly described as follows:*

*BEGINNING at the northeastern corner of the William Coy Rogers Heirs property and located in the run of Black Creek, said corner also being the northwestern corner of the Joel R. Jr. and Sherrill F. Young property (Deed Book 1345, page 003, Wake County Registry), thence continuing with the Joel R. Jr. and Sherrill F. Young property the following 2 calls: (1) south 37 deg. 20 min. 29 sec. west 1650.65 feet to a point and (2) south 87 deg. 56 min. 07 sec. west 383.92 feet to a point in the run of Wrenn Branch, thence leaving the Joel R. Jr. and Sherrill F. Young property and with the John A. Wichtrich Family Trust property (Deed Book 7037, page 575, Wake County Registry) the following 2*

*calls: (1) north 05 deg. 27 min. 15 sec. east 83.98 feet to a point and (2) north 19 deg. 24 min. 59 sec. east 250.79 feet to a point, thence leaving the John A. Wichtrich Family Trust property and with the Highland Ridge, LLC property (Deed Book 18482, page 735, Wake County Registry) the following 17 calls: (1) north 34 deg. 55 min. 01 sec. east 86.72 feet to a point, (2) north 72 deg. 51 min. 51 sec. east 161.33 feet to a point, (3) south 45 deg. 25 min. 18 sec. east 40.81 feet to a point, (4) north 34 deg. 44 min. 33 sec. east 108.00 feet to a point, (5) north 14 deg. 42 min. 25 sec. west 154.65 feet to a point, (6) north 39 deg. 43 min. 07 sec. east 151.45 feet to a point, (7) north 10 deg. 48 min. 16 sec. west 94.94 feet to a point, (8) north 75 deg. 05 min. 20 sec. east 54.30 feet to a point, (9) north 60 deg. 10 min. 12 sec. east 218.37 feet to a point, (10) north 26 deg. 11 min. 07 sec. east 200.11 feet to a point, (11) north 25 deg 00 min. 28 sec. east 120.01 feet to a point, (12) north 31 deg. 49 min. 18 sec. east 140.61 feet to a point, (13) south 61 deg. 51 min. 22 sec. east 116.13 feet to a point and (14) north 41 deg. 09 min. 02 sec. east 141.39 feet to a point, thence leaving the Highland Ridge, LLC property and with the Jeanette and Michael Rousseau property (Deed Book 17239, page 1028, Wake County Registry) the following 3 calls: (1) north 86 deg. 50 min. 01 sec. east 185.50 feet to a point, (2) south 44 deg. 49 min. 22 sec. east 145.40 feet to a point and (3) south 44 deg. 49 min. 22 sec. east 30.00 feet to a point, the BEGINNING point.*

Section 2. Upon and after May 17, 2022, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in The Town of Angier and shall be entitled to the same privileges and benefits as other parts of The Town of Angier. Said territory shall be subject to municipal taxes according to General Statute § 160A-58-10.

Section 3. The Mayor of the Town of Angier, North Carolina, shall cause to be recorded in the office of the Registrar of Deeds of Wake County, and in the office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1. above, together with a duly certified copy of this Ordinance. Such a map shall also be delivered to the Wake County Board of Elections, as required by N.C. General Statutes § 163-288.1.

Section 4. Notice of this adoption of this Ordinance shall be published once, following the effective date of annexation, in a newspaper having general circulation in The Town of Angier, North Carolina.

*Duly adopted by the Angier Board of Commissioners on this the 17<sup>th</sup> day of May, 2022, during their regularly scheduled monthly meeting.*

ATTEST:

---

Robert K. Smith, Mayor

---

Veronica Hardaway, Town Clerk

APPROVED AS TO  
FORM:

---

Dan Hartzog Jr., 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)

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**MEETING DATE:** May 17, 2022  
**PREPARED BY:** Sean Johnson  
**ISSUE** Voluntary Annexation Petition  
**CONSIDERED:**  
**DEPARTMENT:** Planning & Inspections

---

### SUMMARY OF ISSUE:

Staff has received a conditional rezoning request from the Pulte Group for approximately 122.5 acres located at 6600 Wimberly Road & 9405 Kennebec Road, Willow Spring, NC (Wake PINs: 0684661987 & 0684477282).

Current Zoning: Wake County R-30  
Requested Zoning: Angier CZ R-6  
Proposed Development: 344 Single Family Lots (2.8 units/acre)

Attached is the rezoning application, staff report, subdivision plan and conditions list for your review.

**FINANCIAL IMPACT:** N/A

**RECOMMENDATION:** Staff recommends the approval of the conditional rezoning request with the proposed list of conditions.

**REQUESTED MOTION:** I move to approve the conditional rezoning request submitted by the Pulte Group with the proposed list of conditions.

**Attachments:** Rezoning Application  
Staff Report  
Subdivision Plan  
Proposed Rezoning Conditions



# Town of Angier

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



Robert K. Smith  
Mayor



Gerry Vincent  
Town Manager

**Public Hearing:** May 17, 2022

**Conditional Rezoning Request:** CZ R-6 District

**Applicant:** Pulte Group

**Parcels in Question:** 9405 Kennebec Road & 6600 Wimberly Road

Wake PINs: 0684477282 & 0684661987

## **Conditions to be Incorporated into the Zoning Regulations:**

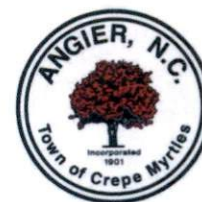
1. The Parcel In Question Shall Only Be Developed With Single Family Residential Lots
2. There Shall Be No More Than 344 Total Lots On The Parcels In Question. In The Case Of A Reduction In The Total Lot Count Based On Unforeseen Design Constraints, The Planning Director May Approve Minor Adjustments To The Proposed Subdivision Plan.
3. The Minimum Lot Size Shall Be At Least 6,000sqft
4. At least 178 lots shall be between 7,000sqft – 10,000sqft
5. At Least 45 Lots Shall Be Greater Than Or Equal To 10,000sqft
6. The Minimum Lot Width Shall Be 50ft
7. The Minimum Building Setbacks Shall Be As Required In The R-6 District
8. There Shall Be A Minimum Of 10 Acres Of Open Space Preserved In The Proposed Subdivision. Open Space Shall Be Developed In Accordance With Chapter 6 Of The Angier Zoning Ordinance.
9. There Shall Be Curb & Gutter And 5ft Wide Sidewalk Installed Throughout The Proposed Subdivision On Both Sides Of Each Proposed Street, and along the road frontage on Wimberly Road which stubs to each adjacent property.
10. A 15ft Type A Buffer Shall Be Installed Where A Proposed Lot Is Directly Adjacent To A Neighboring Property.
11. All Dwellings On The Proposed Lots Shall Have At Least A 2-Car Garage
12. All Dwellings On The Proposed Lots Shall Have Two Or More Types Of Finishes On The Front Façade: Lap Siding, Masonry, Shakes, Board And Batton
13. A Minimum Of 4 Active Recreational Open Spaces Shall Be Spread Along Neighborhood Streets. Improvements To Each Of The Recreational And Usable Open

# Town of Angier

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



Robert K. Smith  
Mayor



Gerry Vincent  
Town Manager

- Space Shall Be Determined At Cd's For Each Respective Phase In Keeping With The Stated Intent And Found Acceptable To The Planning Department. Gathering Areas
14. With Benches And Picnic Tables, Tot Lots, Play Lawns, Dog Park And Shade Shelter/Gazebo Are Intended Examples.
  15. A Neighborhood Recreation Amenity Area Is Proposed Within The Development To Include A Cabana And Pool. The Cabana Shall Include A Minimum Of 500 Square Foot Covered Area And Bathrooms For A Minimum 3,000 Square Foot Pool.
  16. Westbound right-turn lanes and Eastbound left-turn lanes shall be installed to NCDOT standards to serve each proposed access on Wimberly Road.

In accordance with N.C.G.S. 160D-703(b), only those conditions approved by the local government and consented to by the petitioner in writing may be incorporated into the zoning regulations.

By signing below, both the Town of Angier and Pulte Group agree to the conditions listed above, which will be incorporated into the zoning regulations for the parcels in question.

---

Representative  
Pulte Group

---

Robert K. Smith  
Chairman, Angier Board of Commissioners  
Town of Angier





# REZONING STAFF REPORT

File #: 2022-000117  
Staff Contact: Sean Johnson  
sjohnson@angier.org  
(919) 331-6702

Planning Board: April 12, 2022

Public Hearing: May 17, 2022

Requested Rezoning: Wake County R-30 to Angier CZ-R-6

## Applicant Information

### Owner of Record:

Name: William Coy Rogers Heirs; Joel & Sherrill Young  
Address: 121 By the Sea Dr; 7412 Grist Mill Rd  
City/State: Supply, NC; Raleigh, NC

### Applicant:

Name: Pulte Group  
Address: 1225 Crescent Green Dr  
City/State: Cary, NC

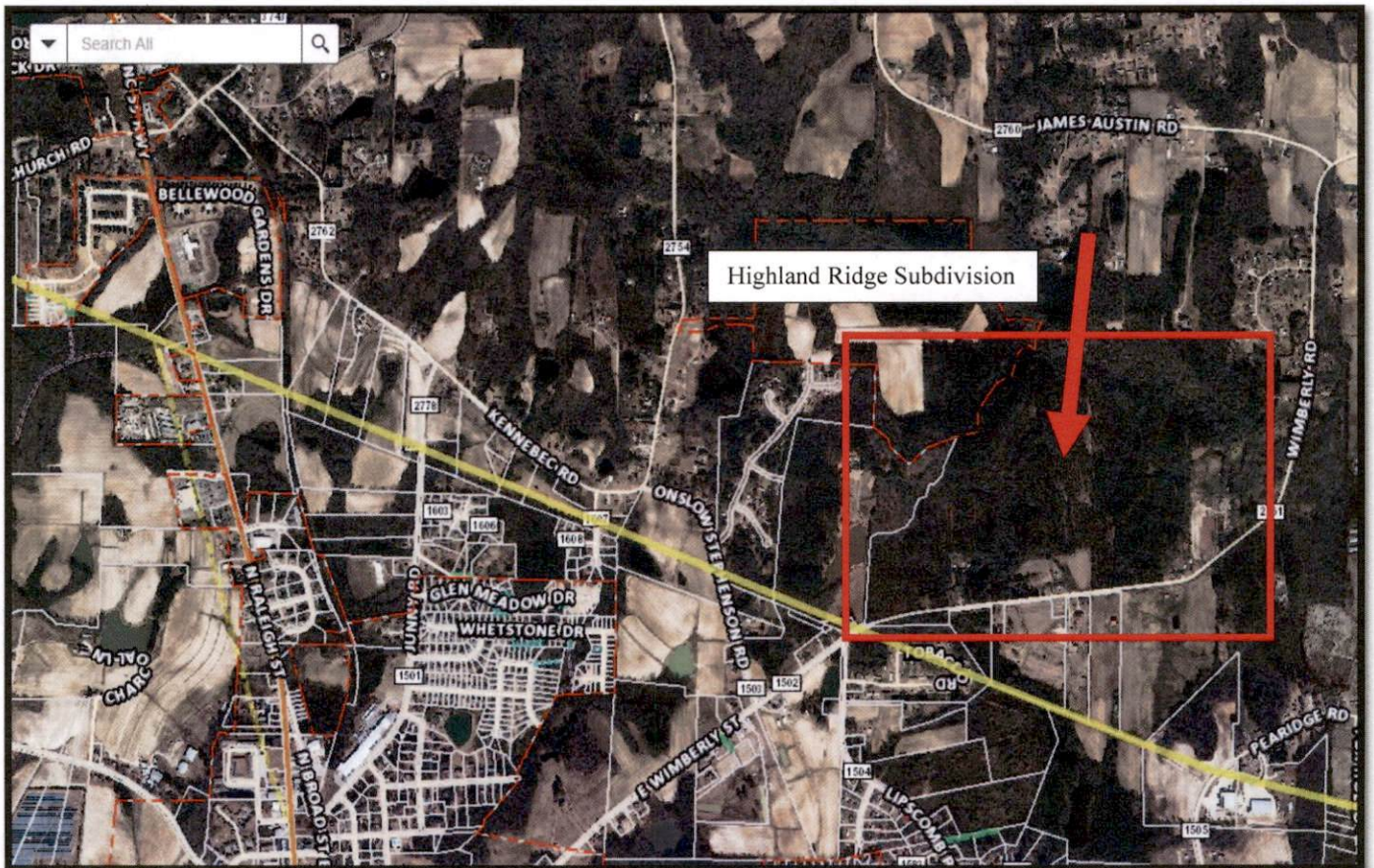
## Property Description

PIN(s): (Wake) 0684477282 & 0684661987

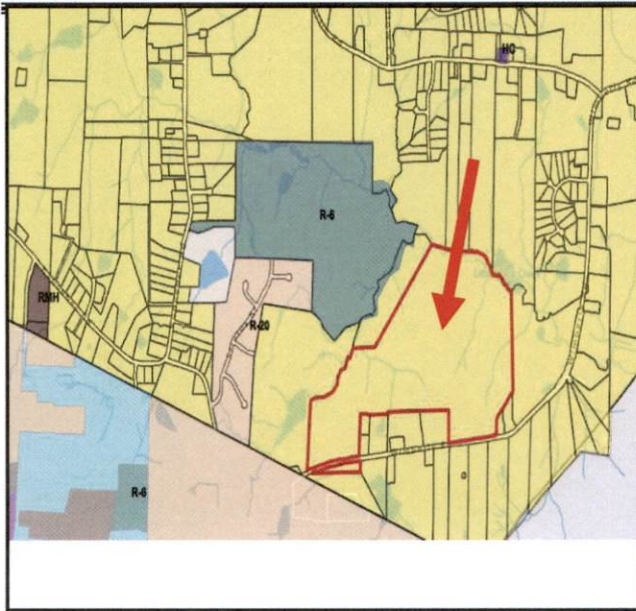
Acreage: 145.94 Acres

Address: 9402 Kennebec Rd & 6600 Wimberly Rd, Willow Spring, NC

## Vicinity Map







	CURRENT	PROPOSED
	Wake R-30	CZ-R-6
Min. Lot Size		6,000sqft
Parks & Recreation Facilities		
Single Family		P
Multi-Family		
Schools		
Retail		
Churches		
Government Uses		
Agriculture		

P=Permitted Use

## Zoning Compatibility

### Physical Characteristics



**Site Description:** The properties are currently vacant, wooded land.

**Surrounding Land Uses:** Surrounding Land Uses include low density residential and agricultural uses, as well as the recently approved Highland Ridge subdivision.

Aerial Photograph (2021)

### Services Available

Water:

☒ Public (Developer to extend)

☐ Private (Well)

Sewer:

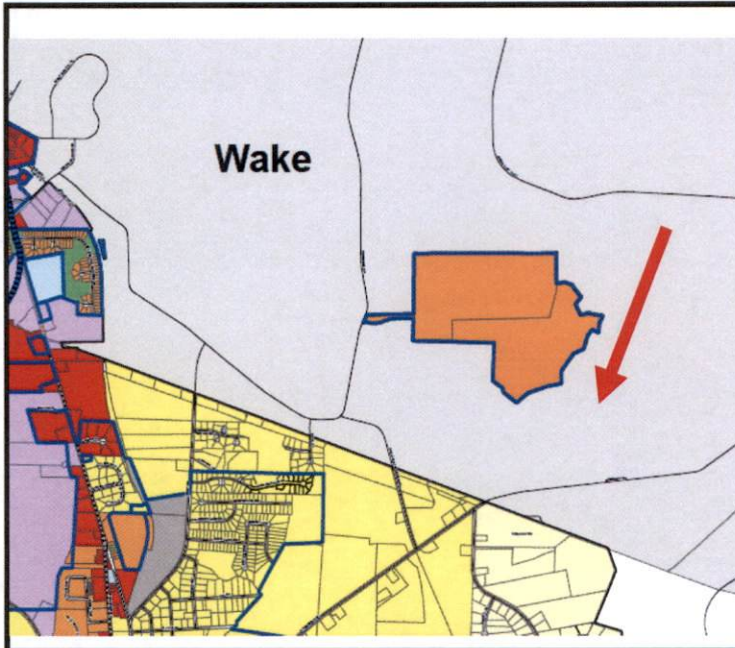
☒ Public (Developer to extend)

☐ Private (Septic Tank)

Transportation:

Accessed by Wimberly Road

## Land Use Classification Compatibility



Future Land Use Map (2021)

	REQUESTED ZONING	LAND USE
	<b>CZ-R-6</b>	<b>N/A</b>
Parks & Rec Facilities		
Single Family	<b>P</b>	
Multi-Family		
Churches		
Schools		
Professional Offices		
Retail Uses		
Restaurants		
Governmental Uses		
Distribution		
Manufacturing Uses		

**The Properties In Question Are Not Shown On The Future Land Use Map. These Will Be Added Once Annexed And A Zoning District Is Assigned.**



## 344 Single Family Lots

(Yellow) 10,000+ sqft lots: **41**





## 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 residential uses that will be compatible with surrounding uses.
- ☒ Yes   ☐ No   The requested zoning district is COMPATIBLE with the existing Land Use Classification.  
REASONING: The requested zoning is not shown on the Land Use Plan, but would allow for residential uses in line with the adjacent Highland Ridge subdivision.
- ☒ Yes   ☐ No   The proposal does ENHANCE or maintain the public health, safety and general welfare.  
REASONING: The rezoning would allow for uses that will be compatible with surrounding uses.
- ☐ Yes   ☒ No   The request is for a SMALL SCALE REZONING and should be evaluated for reasonableness  
REASONING: proposed rezoning would allow for residential uses that will be compatible with surrounding uses.

---

## **Staff Recommendation**

The rezoning in question is not addressed on the Future Land Use Map. However, the proposed rezoning to CZ-R-6 would allow for residential uses that are compatible with the surrounding residential uses and the adjacent approved R-6 subdivision (Highland Ridge). It is recommended that this rezoning request be **APPROVED WITH THE CONDITIONS SHOWN ON THE LIST OF CONDITIONS PROVIDED.**

---

## **Planning Board Recommendation**

At their April 12<sup>th</sup> meeting the Planning Board unanimously recommended **APPROVAL OF THE PROPOSED REZONING WITH THE PROPOSED LIST OF CONDITIONS.**

There was much discussion regarding the importance of condition #16 – The installation of both left & right turn lanes to serve the development entrances on Wimberly Road.



# 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 Rogers, William Coy Heirs  
Address Jeffrey L Dewar Exec  
City/State/Zip: 121 By the Sea Dr  
Supply, NC 28462-1719  
E-mail: \_\_\_\_\_  
Phone: \_\_\_\_\_

## Applicant:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Phone: \_\_\_\_\_

## Property Description

PIN(s): 0684-47-7282 Acreage: 15.63 acres  
Address: 9405 Kennebec Rd  
Deed  
Book: 16-E Page: 426

## Rezoning Request:

Existing zoning district:

Wake County R-30

Requested zoning district:

Angier R-6 Conditional

## 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:

 1/29/22  
Property Owner Signature                      Date

**OR**

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

\_\_\_\_\_  
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.***



## 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 Joel R. & Sherrill F Jr Young  
Address 7412 Grist Mill Rd  
City/State/Zip: Raleigh, NC 27615  
E-mail: \_\_\_\_\_  
Phone: \_\_\_\_\_

### Applicant:

Name: Pulte Group - Randy King  
Address: 1225 Crescent Green Dr; Suite 250  
City/State/Zip: Cary, NC 27518  
E-mail: randy.king@pultegroup.com  
Phone: 919-816-1146

### Property Description

PIN(s): 0684-66-1987 Acreage: 130.35 acres  
Address: 6600 Wimberly Rd  
Deed  
Book: \_\_\_\_\_ Page: \_\_\_\_\_

### Rezoning Request:

Existing zoning district:

Wake County R-30

Requested zoning district:

Angier R-6 Conditional

### 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

11/16/21  
\_\_\_\_\_  
Date

**OR**

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

\_\_\_\_\_  
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.*

**Signatures:**

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

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

  
\_\_\_\_\_  
Date

**OR**

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

\_\_\_\_\_  
Date

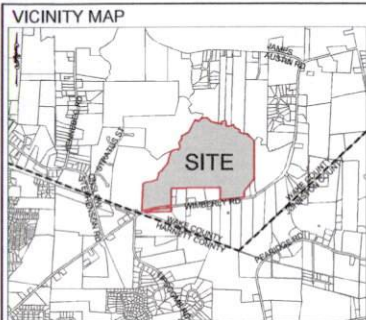
**Town of Angier Zoning Ordinance**

***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.***





### ZONING CONDITION

- The Project is Consistent with the Single Family Residential Zone.
- There Shall Be No More Than 342 Total Lots On The Parcel In Question. In The Case Of A Reduction In The Total Lot Count Based On Uniform Design Constraints, The Planning Director May Approve Minor Adjustments To The Proposed Subdivision Plan.
- The Minimum Lot Size Shall Be At Least 6,000 sq ft.
- At least 5% of lots shall be between 7,000 sq ft - 10,000 sq ft.
- At least 10% of lots shall be greater than 10,000 sq ft.
- The Minimum Lot Width Shall Be 50 ft.
- The Minimum Building Setbacks Shall Be As Required In The R-6 District.
- There Shall Be A Minimum Of 10 Acres Of Open Space Preserved In The Proposed Subdivision. Open Space Shall Be Developed In Accordance With Chapter 6 Of The Zoning Ordinance.
- There Shall Be Curb & Gutter And 18" Wide Sidewalk Installed Throughout The Proposed Subdivision On Both Sides Of Each Proposed Street, and along the road frontage on Wimberly Road which shall be to each adjacent property.
- A 15' Type A Buffer Shall Be Installed Where A Proposed Lot Is Directly Adjacent To A Neighboring Property.
- All Dwellings On The Proposed Lots Shall Have At Least A 2-Car Garage.
- All Dwellings On The Proposed Lots Shall Have Two Or More Types Of Windows On The Front Facade: Lap Siding, Masonry, Shakes, Board And Batten.
- A Maximum Of 4 Active Facade/Open Spaces Shall Be Spaced Along Neighboring Streets. Improvements To Each Of The Recreational And Usable Open Space Shall Be Determined At C/Ps For Each Respective Phase In Keeping With The Stated Intent And Found Acceptable To The Planning Department. Landscaping Areas with Benches And Picnic Tables, Tree Lots, Play Lawns, Dog Park, And Shade Structures/Canopies Are Included Examples.
- A Neighbored Recreation Amenity Area Is Proposed Within The Development To Include A Cabana And Pool. The Cabana Shall Include A Minimum Of 500 Square Foot Covered Area And Bathrooms For A Maximum 3,000 Square Foot Pool.
- Wetland riparian buffer and Wetland buffers shall be installed to meet NCEOT standards to serve each proposed access on Wimberly Road.

### SITE DATA

DEVELOPER:  
PLATE GROUP  
1225 CRESCENT GREEN DR, SUITE 250  
CARY, NC 27511  
PHONE: 919-815-1145  
EMAIL: KINGS@PLATEGROUP.COM

ENGINEER:  
TIMMONS GROUP  
BETH BLACKMON, PE  
5415 TRINITY ROAD, STE 102  
RALEIGH, NC 27607  
PHONE: 919-886-4509

OWNER 1: PIN: 0684-47-7282  
JOEL R. & SHERRELL F. JR YOUNG  
7413 GRIST MILL ROAD  
RALEIGH, NC 27615  
AREA: 130.35 AC

OWNER 2: PIN: 0684-06-1987  
WILLIAM COY RODGERS  
121 BY THE SEA DRIVE  
SUPPLY, NC 28463  
AREA: 15.82 AC

PINs = 0684-06-1987 & 0684-47-7282  
FIRM MAP# = 373008ADK EFF. 05/20/08  
EXISTING TRACT ACRES = 145.89 acres  
EXISTING ZONING = WAKE COUNTY R-30  
PROPOSED ZONING = ANDER R-4 CONDITIONAL  
LAND USE = SINGLE FAMILY RESIDENTIAL

PROPOSED NUMBER OF LOTS = 342  
PROPOSED DENSITY = 2.34 d/a  
MINIMUM LOT SIZE ALLOWED = 6,000 SF  
AVERAGE LOT SIZE = 8,182 SF

LOTS BETWEEN 6,000 SF & 7,000 SF = 119  
LOTS BETWEEN 7,000 SF & 10,000 SF = 178  
LOTS GREATER THAN 10,000 SF = 45

20% OPEN SPACE REQUIRED OR 10 AC = 10 AC  
PROVIDED OPEN SPACE = 58.4 AC (40%)  
50% ACTIVE OPEN SPACE REQUIRED OR 5 AC  
= 5 AC  
PROVIDED ACTIVE OPEN SPACE = 5 AC

### SETBACKS

FRONT YARD = 20'  
SIDE YARD = 5'  
REAR YARD = 15'  
CORNER YARD = 15'

FOR REVIEW ONLY

REVISION DESCRIPTION	DATE
YOUR VISION ACHIEVED THROUGH OURS	04/28/2022
DRAWN BY	E.ANGE
DESIGNED BY	E.ANGE
CHECKED BY	B. BLACKMON
SCALE	1" = 150'

**TIMMONS GROUP**  
NORTH CAROLINA LICENSE NO. C-1652  
YOUNG & RODGERS PROPERTY  
WIMBERLY ROAD, ANGLIER, NORTH CAROLINA  
MASTER PLAN REZONING

JOB NO.  
49578  
SHEET NO.  
C1.0

### LEGEND

- PROPERTY LINE
- 100' YEAR FLOOD
- LOTS BETWEEN 6,000 SF & 7,000 SF
- LOTS BETWEEN 7,000 SF & 10,000 SF
- LOTS GREATER THAN 10,000 SF
- OPEN SPACE
- ACTIVE OPEN SPACE
- NEUSE RIPARIAN BUFFER
- EXISTING WETLANDS



ALL CONSTRUCTION TO BE IN ACCORDANCE WITH ALL TOWN OF ANGLIER AND NCEOT STANDARDS, SPECIFICATIONS, AND DETAILS.



## Board of Commissioners Agenda Report

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

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**MEETING DATE:** May 17, 2022

**PREPARED BY:** Sean Johnson

**ISSUE** Rezoning Request

**CONSIDERED:**

**DEPARTMENT:** Planning & Inspections

---

### SUMMARY OF ISSUE:

In order to facilitate the construction of the Angier Farmer's Market project, Staff has proposed a rezoning for the Town's property at 92 S. Broad Street W. to place the property in our Central Business district. The property in question is located at and totals 0.345 acres (Harnett PIN: 0673-79-3165.000).

Current Zoning: R-10

Proposed Zoning: Central Business

The Planning Board voted unanimously to recommend approval of the rezoning request at their April 12<sup>th</sup> meeting.

Attached is the rezoning staff report for your review.

**RECOMMENDATION:** Staff recommends approval of the rezoning to CB.

**REQUESTED MOTION:** I move to approve the rezoning of the property at 92 S. Broad Street W. to Central Business.

**Attachments:** Staff Report  
Property Survey





# REZONING STAFF REPORT

File #: \_\_\_\_\_ N/A  
Staff Contact: Sean Johnson  
sjohnson@angier.org  
(919) 331-6702

Planning Board: April 12, 2022

Public Hearing: May 17, 2022

**Requested Rezoning: R-10 to Central Business**

## Applicant Information

### Owner of Record:

Name: Town of Angier  
Address: 55 N. Broad St W.  
City/State: Angier, NC

### Applicant:

Name: Staff  
Address: \_\_\_\_\_  
City/State: \_\_\_\_\_

## Property Description

PIN(s): 0673-79-3165.000

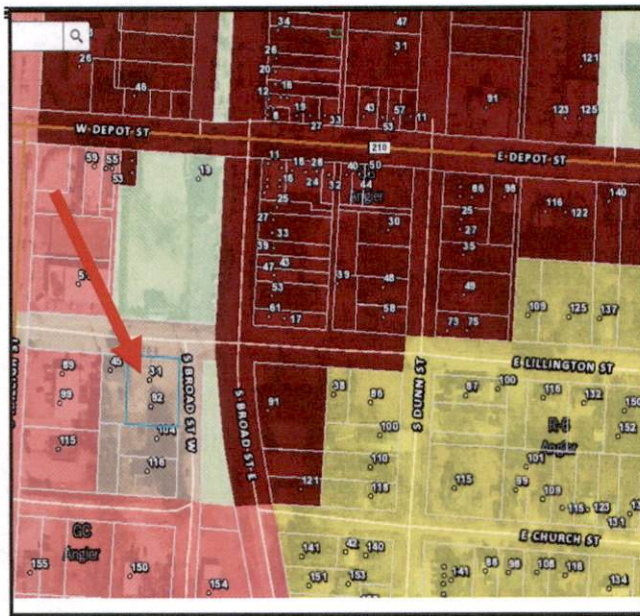
Acreage: 0.29 Acres

Address: 92 S. Broad Street W.

## Vicinity Map







	CURRENT	PROPOSED
	<b>R-10</b>	<b>CB</b>
Min. Lot Size	<b>10,000sqft</b>	<b>6,000sqft</b>
Parks & Recreation Facilities		
Single Family	<b>P</b>	
Multi-Family	<b>P*</b>	
Schools	<b>P</b>	<b>P</b>
Retail		
Churches	<b>S</b>	<b>P*</b>
Government Uses	<b>P</b>	<b>P</b>
Agriculture		
Farmer's Market		<b>P</b>

Setbacks –

R-10: 20, 20, 10, 10 CB: 0,0,10,10

P=Permitted Use S=Special Use

## Zoning Compatibility

### Physical Characteristics



Aerial Photograph (2021)

**Site Description:** The property is currently vacant.

**Surrounding Land Uses:** Surrounding Land Uses include medium density residential, restaurant, retail, and office uses. The property is adjacent to Depot Square, and will serve as the future location of the Angier Farmer's Market.

### Services Available

Water:

- ☒ Public  
☐ Private (Well)

Sewer:

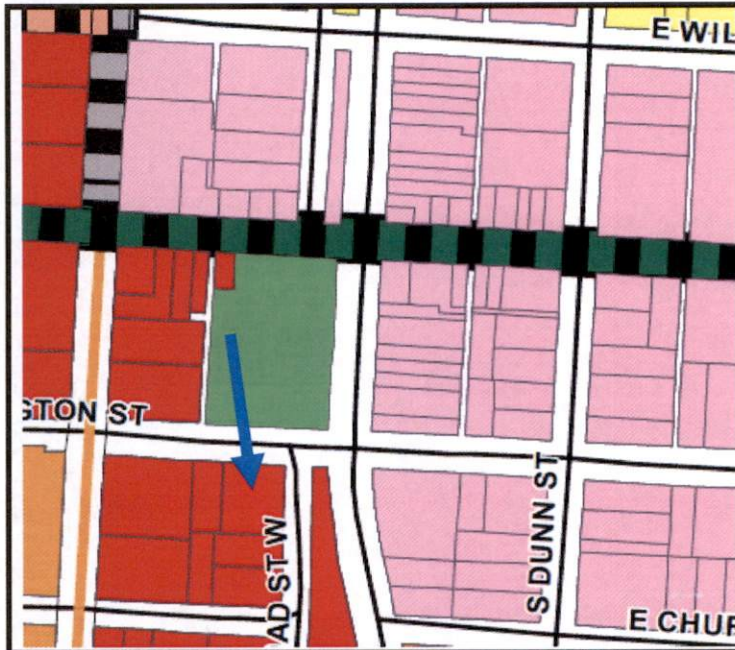
- ☒ Public  
☐ Private (Septic Tank)

Transportation:

Accessed by Lillington Street & S. Broad Street W.



## Land Use Classification Compatibility



Future Land Use Map (2021)

	REQUESTED ZONING	LAND USE
	<b>CB</b>	<b>COMM</b>
Parks & Rec Facilities		
Single Family		
Multi-Family	<b>P</b>	
Churches	<b>P*</b>	
Schools		
Professional Offices	<b>P</b>	<b>P</b>
Retail Uses	<b>P</b>	<b>P</b>
Restaurants	<b>P</b>	<b>P</b>
Governmental Uses	<b>P</b>	<b>P</b>
Distribution		<b>S</b>
Manufacturing Uses		<b>S</b>
Farmer's Market	<b>P</b>	

**The Property In Question Is Designated For Commercial Uses On The Future Land Use Plan.**

**The Proposed Rezoning To Central Business Would Allow For A Town Farmer's Market, Which Is Different Than, But Compatible With, This Commercial Designation.**

## 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 a Farmer's Market that will be compatible with surrounding uses.
- ☒ Yes ☐ No The requested zoning district is COMPATIBLE with the existing Land Use Classification.  
REASONING: The requested zoning is different than, but compatible with, this Commercial designation shown on the Land Use Plan.
- ☒ Yes ☐ No The proposal does ENHANCE or maintain the public health, safety and general welfare.  
REASONING: The rezoning would allow for uses that will be compatible with surrounding uses.
- ☐ Yes ☒ No The request is for a SMALL SCALE REZONING and should be evaluated for reasonableness  
REASONING: The proposed rezoning would match the nearby downtown zoning.

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## **Staff Recommendation**

The rezoning in question is different than, but compatible with the commercial designation shown on the Future Land Use Map. The Town plans to construct a Farmer's Market on the property that will be compatible with the surrounding downtown business and residences. It is recommended that this rezoning request be **APPROVED**.



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## Standards of Review and Worksheet

### STANDARDS OF REVIEW

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

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

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

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

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

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

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





# NEW BUSINESS



## Board of Commissioners Agenda Report

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

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**MEETING DATE:** May 17, 2022  
**PREPARED BY:** Sean Johnson  
**ISSUE** Voluntary Annexation Petition  
**CONSIDERED:**  
**DEPARTMENT:** Planning & Inspections

---

### SUMMARY OF ISSUE:

Staff has received a voluntary annexation petition from Roger Howard Dupree for approximately 91.85 acres located on Tippet Road & Roy Adams Road, Angier, NC (Harnett PINs: 0673-45-5069.000, 0673-44-2149.000, 0673-53-1625.000).

The next step is for the Board to direct the Town Clerk to investigate the sufficiency of the annexation petition and report back at the June 7, 2022 Board meeting.

Attached is the voluntary annexation petition and boundary survey for your review.

**FINANCIAL IMPACT:** N/A

**RECOMMENDATION:** N/A

**REQUESTED MOTION:** I move to direct the Town Clerk to investigate the sufficiency of the annexation petition submitted by Roger Howard Dupree.

**REVIEWED BY TOWN MANAGER:**

**Attachments:**

Voluntary Annexation Petition  
Property Survey





## Town of Angier

Robert K. Smith  
Mayor

Gerry Vincent  
Town Manager

**Resolution No.:** R011-2022  
**Date Submitted:** May 17, 2022  
**Date Adopted:** May 17, 2022

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

**WHEREAS**, the Town of Angier has received a Petition requesting Annexation of an area described in said Petition of a 91.85 acre tract of land located on Tippet Road & Roy Adams Road, Angier, NC inclusive to Harnett County Parcel Pins # 0673-45-5069.000; 0673-44-2149.000 & 0673-53-1625.000; and,

**WHEREAS**, the Petition to Annexation was submitted on April 22, 2022 by Roger Howard Dupree and is scheduled to go before the Town of Angier Board of Commissioners during its May 3, 2022 meeting for Consideration to Direct the Clerk to Investigate;

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

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

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

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

*Adopted by the Angier Board of Commissioners on this the 17<sup>th</sup> day of May, 2022.*

ATTEST:

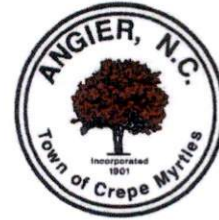
\_\_\_\_\_  
Robert K. Smith, Mayor

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



Robert K. Smith  
Mayor

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



Veronica Hardaway  
Town Clerk

Gerry Vincent  
Town Manager

## **PROCEDURE FOR VOLUNTARY ANNEXATION PETITION**

### **THE PROCESS:**

*(Time Frame: 60 - 90 days)*

1. Petition and all required information (see checklist) must be submitted to Town Clerk at least seven (7) calendar days before next regular Town Board meeting, which is held the 1st Tuesday of each month.
2. Petition placed on Town Board agenda for next available regular meeting – 1st Tuesday of each month.
3. Town Board may then direct the Town Clerk to investigate the sufficiency of the petition.
4. Town Clerk investigates, and if all is in order, presents Certificate of Sufficiency to Board at next regular meeting – approximately 30 days later.
5. Town Board adopts resolution setting a public hearing at next available public hearing session – approximately 30 days later.
6. Public Hearing held as advertised.
7. Annexation Ordinance may be adopted after the public hearing is complete.
8. Town Clerk notifies required agencies of approved annexation.

### **SUBMITTAL CHECKLIST:**

- ☒ **One completed annexation petition**
- ☒ **Annexation fee: \$250**
- ☒ **PDF copy of survey map of property proposed for annexation showing:**
  - The property in relationship to the primary corporate limits of the Town. (If the petition is for a non-contiguous annexation the distance from the primary corporate limits must be shown.)
  - County tax map/parcel number(s) and /or PIN numbers
- ☒ **One copy of the recorded deed to the property showing current owner(s)**
  - All owners of property being petitioned for annexation must sign the petition. (Signatures on petition must appear as shown on the deed)
- ☒ **Attach metes and bounds description**
- N/A Statement of vested rights, if applicable**
  - Attach a letter certifying vested rights, if any, from the government entity granting the vested rights. (If you are not certain of this information, contact the Planning Department)
- ☒ **Complete and attach applicable signature page** (Individual, Corporation, Partnership)

**TO BOARD OF COMMISSIONERS OF THE TOWN OF ANGIER, NC:**





Robert K. Smith  
Mayor

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

Veronica Hardaway  
Town Clerk



Gerry Vincent  
Town Manager

1. I/We the undersigned owners of real property respectfully request that the area as referenced by the **attached survey map and metes and bounds description be annexed** into the Town of Angier, North Carolina.

2. The area to be annexed is  
☒ contiguous, ☐ non-contiguous  
to the Town of Angier.  
*(If contiguous, this annexation will include all intervening rights-of-way for streets, railroads and other areas as stated in G.S. 160-31(f).)*

3. Harnett/Wake County Property  
Identification Number(s) (PIN):  
0673-45-5069, 0673-53-1625, 0673-44-2149

4. Have vested rights been established with regard to this property under N.C.G.S. 160A-385.1 or G.S. 153A-344.1?  
☐ Yes ☒ No  
*If "yes", proof of vested rights must be attached.*

5. I/We the undersigned owners of real property acknowledge and accept the provision that the Town of Angier will provide the property such municipal services it presently provides other lands within its corporate limits, except sewer services (inasmuch as the land is not within a reasonable proximity to the Town sewer lines and the drainage basin for the property makes the provision of sewer services financially impracticable).

6. We hereby certify that all information given with regard to this property is true and accurate to the best of my/our knowledge and is signed by **all** owners of the property being petitioned for annexation. Attached is the applicable signature page:

- ☒ Individual(s)  
☐ Corporation  
☐ Partnership  
☐ LLC



## Town of Angier

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



Robert K. Smith  
Mayor

Veronica Hardaway  
Town Clerk

Gerry Vincent  
Town Manager

### Complete is property if owned by INDIVIDUAL(S).

(Both husband and wife must sign if property is owned jointly and all signatures must be the same as those that appear on recorded deed)

**Petitioned Property PIN #:** 0673-45-5069, 0673-53-1625, 0673-44-2149

1. Roger Howard Dupree 1307 Pearidge Drive, Angier, NC 27501  
(Owner - Print Name) (Mailing Address)

Roger H. Dupree  
(Owner's Signature)

2. \_\_\_\_\_  
(Owner - Print Name) (Mailing Address)

\_\_\_\_\_  
(Owner's Signature)

3. \_\_\_\_\_  
(Owner - Print Name) (Mailing Address)

\_\_\_\_\_  
(Owner's Signature)

State of North Carolina, County of Harnett  
I, Amanda L. Martinez, a Notary Public for said County and State, do hereby certify  
that Roger H. Dupree personally appeared before me this day and acknowledged the due  
execution of the foregoing instrument.

Witness my hand and official seal, this the 22<sup>nd</sup> day of April, 2022. My  
commission expires August 13, 2024.

Amanda L. Martinez  
Notary Public

(SEAL)

AMANDA L. MARTINEZ  
Notary Public, North Carolina  
Wake County  
My Commission Expires  
August 13, 2024



#### OWNER CERTIFICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF ANNEXATION WITH MY (OUR) FREE CONSENT.

DATE \_\_\_\_\_, 2022

OWNER \_\_\_\_\_

#### REVIEW OFFICER

THIS PLAN OR MAP DOES NOT REQUIRE PRELIMINARY APPROVAL AND MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

HARRETT COUNTY REVIEW OFFICER \_\_\_\_\_

DATE \_\_\_\_\_

#### TOWN OF ANGER

THIS DIVISION OF LAND DOES NOT MEET THE DEFINITION OF A SUBDIVISION AS SET FORTH BY NORTH CAROLINA GENERAL STATUTE 160A-516 AND IS NOT SUBJECT TO THE SUBDIVISION REQUIREMENTS OF THE TOWN OF ANGER'S UDO. THE MINIMUM LOT REQUIREMENTS FOR THE SUBJECT ZONING DISTRICT HAVE BEEN MET.

SUBDIVISION ADMINISTRATOR \_\_\_\_\_

DATE \_\_\_\_\_



#### VICINITY MAP

SCALE: N.T.S.

CONTIGUOUS CORPORATE LIMITS  
ANNEXATION LINE

#### LEGEND

Subject Property Lines Surveyed  
Adjoining Property Lines Not Surveyed  
Adjoining Property Lines Surveyed (TIE)

Fence Line  
Stream Centerline  
Easement Line  
Overhead Electric Line  
Right Of Way Line  
Iron Property Corner Found  
Iron Property Corner Set  
Computed Point  
Iron Pipe Found  
Iron Pipe Set  
Iron Rebar Found  
Iron Stake Found  
Iron Axle Found  
PK Nail Found  
PK Nail Set  
Dowel Book  
Map Book  
Plat Book  
Plat Cabinet  
Page Number  
Now or Formerly

CP  
IPF  
IPS  
IRF  
ISF  
IAF  
PKF  
PKS  
DB  
MB  
PB  
PC  
PS  
N/F

I, CALEB TROY CLAYTON SR., CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GROUND (CONVENTIONAL) AND GPS SURVEY MADE UNDER MY SUPERVISION THAT SURVEYED PROPERTY LINES SHOWN HEREON ARE BASED UPON THE DEEDS AND PLATS REPORTED HEREON THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS SUCH AND ARE BASED UPON THE DEEDS AND PLATS REPORTED HEREON THAT THE RATIO OF PRECISION AS CALCULATED BEFORE ADJUSTMENT IS 1:10,000; THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH G.S. 47-130 AS AMENDED.

THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 18th DAY OF APRIL, A.D., 2022.



CALEB TROY CLAYTON SR., PLS. NC REG. NO. L-5306

#### FLOOD CERTIFICATION

UPON EXAMINATION OF FLOOD INSURANCE RATE MAP, PANEL NUMBER 0462 OF COMMUNITY NUMBER 370922 (ANGER, TOWN OF), BEARING MAP # 37200662001, DATED OCTOBER 3, 2006, THE SUBJECT PROPERTIES LIE IN ZONE 'X', WHICH IS AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE AND FUTURE CONDITIONS IN ANNUAL CHANCE FLOODPLAIN.

#### SURVEY NOTES:

##### 1. PROPERTY INFORMATION

TAX MAP PARCEL ID NUMBERS:  
040673 0011, 040673 0011 01, 040673 0014

PHYSICAL ADDRESS:  
TIFFET RD & ROY ADAMS RD, ANGER, NC

ZONING: RA-30

##### 2. OWNER INFORMATION

ROGER HOWARD DUFREE  
1301 PEARLIDGE RD  
ANGER, NC 27501

3. NO NC66 MONUMENT WITHIN 2000' OF SUBJECT PROPERTY. THE INITIAL COORDINATES FOR THIS PROJECT WERE PRODUCED FROM NC66 VRS RTK GPS OBSERVATIONS. HORIZONTAL DATUM IS NAD 83/2011 NC STATE PLANE COORDINATES.

4. ALL RIGHT-OF-WAYS ARE PUBLIC, UNLESS NOTED OTHERWISE.

5. AREA COMPUTED BY COORDINATE METHOD. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN US SURVEY FEET, UNLESS NOTED OTHERWISE.

6. THIS MAP DOES NOT DEPICT ENCUMBRANCES THAT ARE FOUND DURING A THOROUGH AND COMPLETE TITLE SEARCH.

7. SURVEY OF ROY ADAMS RD WAS PERFORMED & MAPPED BY STANCLIFF ASSOCIATES, P.A. IN 1985 AND WAS NOT RECORDED. PER A CONVERSATION WITH THE SURVEYOR WHO PERFORMED THE SURVEY, THE RIGHT OF WAY WAS NOT EXTENDED THROUGH TO THE SOUTHERN PROPERTY LINE.

8. NO DETERMINATION HAS BEEN MADE BY THE SURVEYOR AS TO THE FOLLOWING:

- A. 100 YEAR FLOOD LIMITS
- B. WETLANDS
- C. UNDERGROUND UTILITIES
- D. UNDERGROUND STORAGE FACILITIES

11. MORRIS & RITCHIE ASSOCIATES OF NC, PC, CAN ONLY LOCATE UTILITIES THAT ARE ABOVE GROUND AT THE TIME OF FIELD SURVEY. UNDERGROUND LINES SHOWN HEREON ARE APPROXIMATE OR AS REPORTED BY VARIOUS RESPONSIBLE PARTIES. LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE AND MUST BE FIELD VERIFIED. CALL N.C. ONE CALL CENTER BEFORE DIGGING AT ALL. SURVEYOR DOES NOT GUARANTEE THAT ANY UNDERGROUND STRUCTURES SUCH AS UTILITIES, TANKS AND PIPES ARE LOCATED HEREON.

12. THERE IS NO EVIDENCE OF OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED ON THIS SITE.

13. THERE IS NO EVIDENCE OF RECENT EARTH-MOVING WORK OR RECENT CONSTRUCTION ACTIVITY OBSERVED ON THIS SITE AS SHOWN HEREON.

14. THERE IS NO EVIDENCE OF CEMETERIES OR BURIAL GROUNDS OBSERVED ON THIS SITE.

15. NO BUILDINGS OBSERVED ON THE SUBJECT PROPERTY'S.

SEE SHEET 1 FOR NOTES AND CERTIFICATION | SHEET: 1 OF 2

JOB NO.: 21602

SCALE: N/A

DATE: 04-12-2022

DRAWN BY: GTC

REVIEW BY: JMK



**MORRIS & RITCHIE ASSOCIATES OF NC, PC**  
ENGINEERS, ARCHITECTS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS

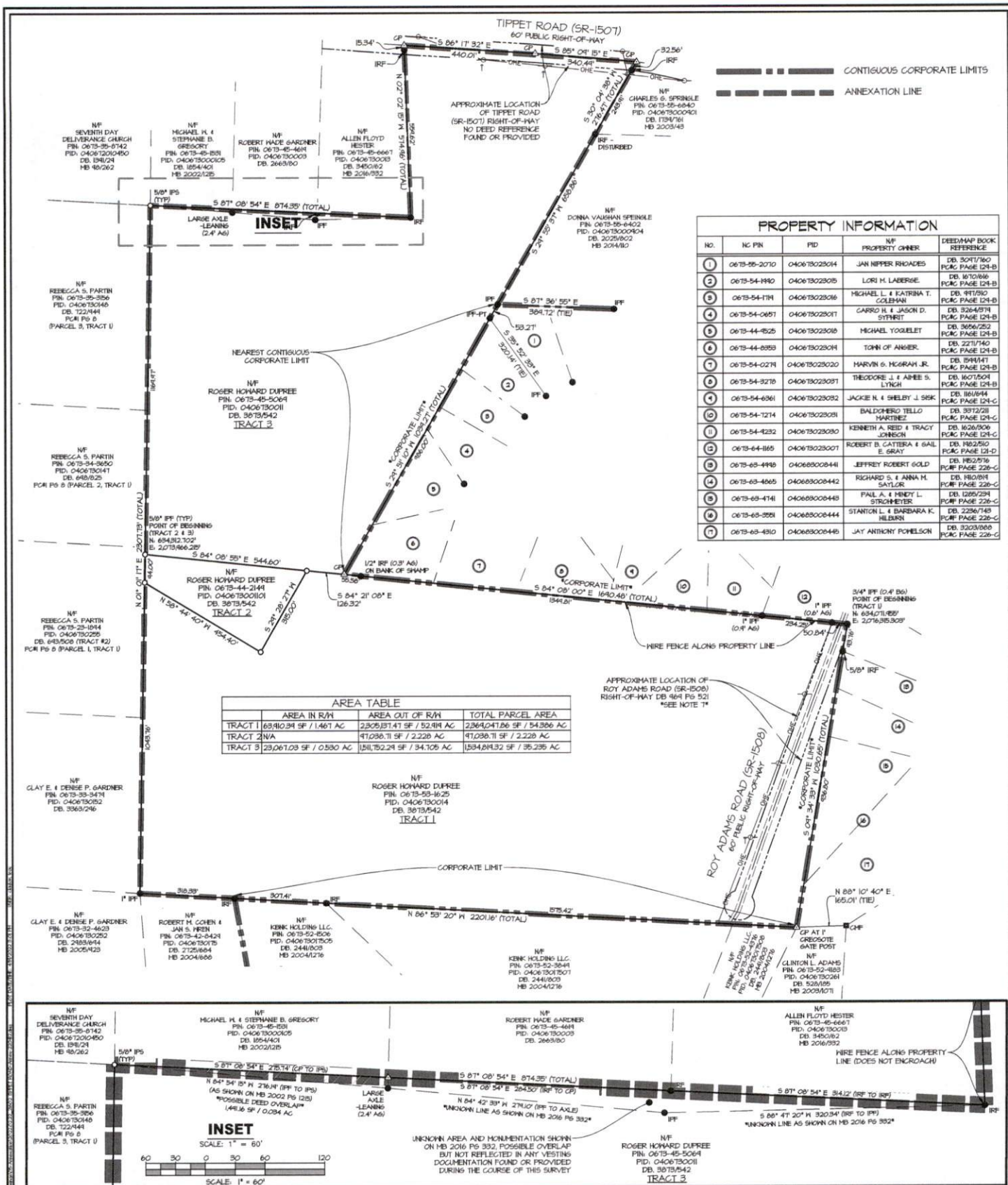
5605 CHAPEL HILL RD, STE 112  
RALEIGH, NC 27607  
(984) 200-2103  
LICENSE # C-4152  
WWW.MRAGTA.COM

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#### ANNEXATION PLAT

PROPERTY OF: ROGER HOWARD DUFREE  
TIFFET ROAD AND ROY ADAMS ROAD  
ANGER, NC 27501  
TOWN OF ANGER - HARRETT COUNTY - NORTH CAROLINA



SEE SHEET 1 FOR NOTES AND CERTIFICATION SHEET: 2 OF 2

JOB NO.: 21602

SCALE: AS SHOWN

DATE: 04-12-2022

DRAWN BY: CTC

REVIEW BY: JMK



**MORRIS & RITCHIE ASSOCIATES OF NC, PC**  
ENGINEERS, ARCHITECTS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS

5605 CHAPEL HILL RD. STE 112

RALEIGH, NC 27607

(984) 200-2103

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### ANNEXATION PLAT

PROPERTY OF: ROGER HOWARD DUPREE

TIPPET ROAD AND ROY ADAMS ROAD

ANGIER, NC 27501

TOWN OF ANGIER - HARNETT COUNTY - NORTH CAROLINA



DUPREE FARMS ANNEXATION

TRACT 1:

BRIEF LEGAL: "54.78 ACRE TRACT, BLACK RIVER TWP"  
PARCEL ID NO. 04-0673-0014

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATE IN BLACK RIVER TOWNSHIP, ANGLIER, HARNETT COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/4" IRON PIPE FOUND 0.4' BELOW THE EXISTING GROUND ON THE EAST SIDE OF ROY ADAMS ROAD (SR-1508), BEING A COMMON CORNER WITH LOT 41 AS SHOWN ON PLAT CABINET #F PAGE 226-C IN THE HARNETT COUNTY REGISTRY, BEARING NC GRID COORDINATES NORTHING: 634,071.955' & EASTING: 2,076,315.303', AND BEING KNOWN AS THE POINT OF BEGINNING, THENCE S 09° 34' 33" W A DISTANCE OF 1,030.65' TO A COMPUTED POINT AT THE BASE OF A 1' DIAMETER CREOSOTE FENCE POST;  
THENCE N 86° 53' 20" W A DISTANCE OF 2,201.16' TO A 1" IRON PIPE FOUND;  
THENCE N 01° 01' 17" E A DISTANCE OF 1,043.76' TO A 5/8" IRON PIPE SET;  
THENCE S 58° 44' 40" E A DISTANCE OF 454.40' TO A 5/8" IRON PIPE SET;  
THENCE N 29° 28' 27" W A DISTANCE OF 315.00' TO A 5/8" IRON PIPE SET;  
THENCE S 84° 21' 08" E A DISTANCE OF 126.08' TO A COMPUTED POINT IN A POND;  
THENCE S 84° 08' 00" E A DISTANCE OF 1,690.48' TO THE POINT OF BEGINNING, HAVING AN AREA OF 2,369,047.86 SQUARE FEET, 54.386 ACRES.

TRACT 2:

BRIEF LEGAL: "2.22 ACRES FROM GRAHAM F. HOWARD - ADJACENT TO HENDERSHOTT TRACT"  
PARCEL ID NO. 04-0673-0011-01

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATE IN BLACK RIVER TOWNSHIP, ANGLIER, HARNETT COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" IRON PIPE SET, BEING A COMMON CORNER WITH 40 ACRES MARY YOUNG BATTS HERNDERSHOTT" DESCRIBED IN DEED BOOK 3873 PAGE 542 IN THE HARNETT COUNTY REGISTRY, BEARING NC GRID COORDINATES NORTHING: 634,312.702' & EASTING: 2,073,966.215', AND BEING KNOWN AS THE POINT OF BEGINNING,  
THENCE S 84° 08' 55" E A DISTANCE OF 544.60' TO AN IRON PIPE SET;  
THENCE S 29° 28' 27" W A DISTANCE OF 315.00' TO A 5/8" IRON PIPE SET;  
THENCE N 58° 44' 40" W A DISTANCE OF 454.40' TO A 5/8" IRON PIPE SET;  
THENCE N 01° 01' 17" E A DISTANCE OF 94.00' TO THE POINT OF BEGINNING, HAVING AN AREA OF 97,038.71 SQUARE FEET, 2.228 ACRES.

TRACT 3:

BRIEF LEGAL: "40 ACRES MARY YOUNG BATTS HERNDERSHOTT"  
PARCEL ID NO. 04-0673-0011

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEARING PARCEL ID NUMBER 0406730011, LYING AND BEING SITUATE IN BLACK RIVER TOWNSHIP, ANGIER, HARNETT COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" IRON PIPE SET, BEING A COMMON CORNER WITH TRACT 2 OF DEED BOOK 3873 PAGE 542 IN THE HARNETT COUNTY REGISTRY, BEARING NC GRID COORDINATES NORTHING: 634,312.702' & EASTING: 2,073,966.215', AND BEING KNOWN AS THE POINT OF BEGINNING, THENCE N 01° 01' 17" E A DISTANCE OF 1,169.97' TO A 5/8" IRON PIPE SET; THENCE S 87° 08' 54" E A DISTANCE OF 874.35' TO AN IRON REBAR FOUND; THENCE N 02° 02' 15" W A DISTANCE OF 574.96' TO A COMPUTED POINT IN THE CENTER OF TIPPET ROAD (SR-1507) LYING 15.34' FROM AN IRON REBAR FOUND IN SAID LINE; THENCE WITH THE CENTER OF TIPPET ROAD (SR-1507) S 86° 17' 32" E A DISTANCE OF 440.01' TO A COMPUTED POINT; THENCE S 85° 09' 15" E A DISTANCE OF 340.49' TO A COMPUTED POINT; THENCE LEAVING THE CENTER OF TIPPET ROAD S 30° 04' 38" W A DISTANCE OF 276.47' TO AN IRON REBAR FOUND; THENCE S 29° 55' 37" E A DISTANCE OF 658.86' TO AN IRON PIPE FOUND, BEING A COMMON CORNER WITH LOT 14 OF PLAT CABINET #C PAGE 129-B; THENCE S 29° 51' 10" W A DISTANCE OF 1,039.27' TO A COMPUTED POINT IN A POND; THENCE N 84° 21' 08" W A DISTANCE OF 126.32' TO A 5/8" IRON PIPE SET; THENCE N 84° 08' 55" W A DISTANCE OF 544.60' TO THE POINT OF BEGINNING, HAVING AN AREA OF 1,534.819.32 SQUARE FEET, 35.235 ACRES.





## Board of Commissioners Agenda Report

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

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<b>MEETING DATE:</b>	May 17, 2022
<b>PREPARED BY:</b>	Sean Johnson
<b>ISSUE</b>	Ordinance to Demolish Dilapidated Dwelling
<b>CONSIDERED:</b>	
<b>DEPARTMENT:</b>	Planning & Inspections

---

### SUMMARY OF ISSUE:

Code Enforcement Staff has been enforcing the minimum housing standard code against the deteriorating dwelling at 922 N. Broad Street E. since the case was opened on October 18, 2021.

Upon multiple inspection which found the dwelling was unfit for habitation, Staff issued an order to repair or demolish the dwelling within 90 days on November 29, 2021.

Because the owner has shown no effort to restore the dwelling to a habitable condition, and the house continues to deteriorate, Staff is requesting an Ordinance to demolish the dwelling.

**FINANCIAL IMPACT:** Staff will solicit bids for the demolition of the dwelling. All costs will be a lien against the property.

**RECOMMENDATION:** Staff recommends approval of the Ordinance to Demolish

**REQUESTED MOTION:** I move to approve the Ordinance to Demolish.

**REVIEWED BY TOWN MANAGER:**

**Attachments:**

Case Summary Memo  
Dwelling Photos



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



Robert K. Smith  
Mayor

Gerry Vincent  
Town Manager

**AN ORDINANCE DIRECTING THE CODE ENFORCEMENT OFFICER TO  
DEMOLISH THE DWELLING ON THE PROPERTY HEREIN DESCRIBED AS  
UNFIT FOR HUMAN HABITATION**

**File No. 21-196**

**Dwelling in Question: 922 North Broad Street, Angier, NC 27501**

(Harnett PIN 0674-74-1486.000)

**WHEREAS**, the Board of Commissioners of the Town of Angier finds that the dwelling described herein is unfit for human habitation under the Town Minimum Housing Code and that all of the procedures of the Minimum Housing Code have been complied with; and

**WHEREAS**, this dwelling should be demolished and removed as directed by the Housing Inspector; and

**WHEREAS**, the owner of this dwelling has been given a reasonable opportunity to bring the dwelling up to the standards of the Minimum Housing Code in accordance with NCGS 160D-1203 pursuant to an order by the Housing Inspector on December 10, 2021 and the owner has failed to comply with the order;



**WHEREAS**, the Harnett County Tax Department has placed a value on the dwelling in question at \$53,696.00 and the Code Enforcement Officer certifies that the cost to repair and improve the dwelling in order to render it fit for human habitation cannot be made at a cost less than fifty percent of the value of the dwelling;

**WHEREAS**, in accordance with Town Code Section 5-28.10(f), The Angier Board of Commissioners finds that the continuation of the dwelling in its current status would be inimical to the health, safety, morals, and welfare of the town in that the dwelling would continue to deteriorate, would create a fire and safety hazard, would be a threat to children and vagrants, would attract persons intent on criminal activities, would cause or contribute to blight and the deterioration of property values in the area;

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Commissioners of the Town of Angier that:

Section 1. The Code Enforcement Officer is hereby authorized and directed to facilitate the demolition of the above described structure in accordance with the Minimum Housing Code and NCGS 160D-1203;

Section 2. The cost of the materials and labor involved shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed in the office of the County Tax Collector, and shall have the same priority and be collected in the same manner as the lien for special assessments in Article 10 of NCGS Chapter 160A;

Section 3. This Ordinance shall become effective upon adoption.

ADOPTED this 17<sup>th</sup> day of May, 2022.

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

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

**Case Notes – File 21-196**

**Violation:** Minimum Housing

**Violation Address:** 922 N. Broad Street

**Owners/Person of Interest:**

Elnora L. McDonald  
922 N BROAD ST E  
ANGIER, NC 27501

C/O EDWARD MCDONALD  
DARE CT ANGIER  
ANGIER, NC 02751

**Parcel #** 0674-74-1486.000

**Minimum Housing Case 21-196**

House Built: 1945

House Size: 835 sqft

Dwelling Tax Value as of April 2022: \$56,696.00

**10/18/2021** – Initial Investigation based from on site visit due to nuisance complaint / abatement. Requested Minimum Housing Inspection of interior / exterior, based on exterior conditions that exist.

**10/25/2021**– Initial Interior/Exterior Minimum Housing inspection include damage to roof, exterior wood siding, windows, and decking.

**11/1/2021**- Inspection Report complete, Dwelling is deemed unfit for human habitation.

(SEE INSPECTION REPORT)

Title Search completed by Pope & Pope Attorney at Law (\$150.00)

**11/18/2021** - Notice of Complaint and Hearing: November 18, 2021 @ 10AM

Attendance: Shannon Hodges, Code Enforcement

Edward McDonald, Relative of Owner

Edward McDonald is the nephew of listed owner, Elnora McDonald. He advised that no other family members to his knowledge. He stated that he has been the caretaker of the property for the deceased owner. Mr. McDonald advised that he has no further interest in the property and has no plans to make repairs or continue paying property taxes. Mr. McDonald contributed no further details at the meeting.

I provided Mr. McDonald with an opportunity to review the inspection report and reviewed the violations.



**11/29/2021** – Finding of Fact: Order to Repair / Demo within 90 days (see FOF)

**12//7/2021** – POSTING FOF (ONSITE 922 N. BROAD)

**12/10/2021** – FOF PUBLICATION (DAILY RECORD NEWSPAPER)

**4/1/2022** - Deadline expired to comply with Finding of Fact Order to Repair / Demo. Inspection requested for April 13, 2022 at 10am.

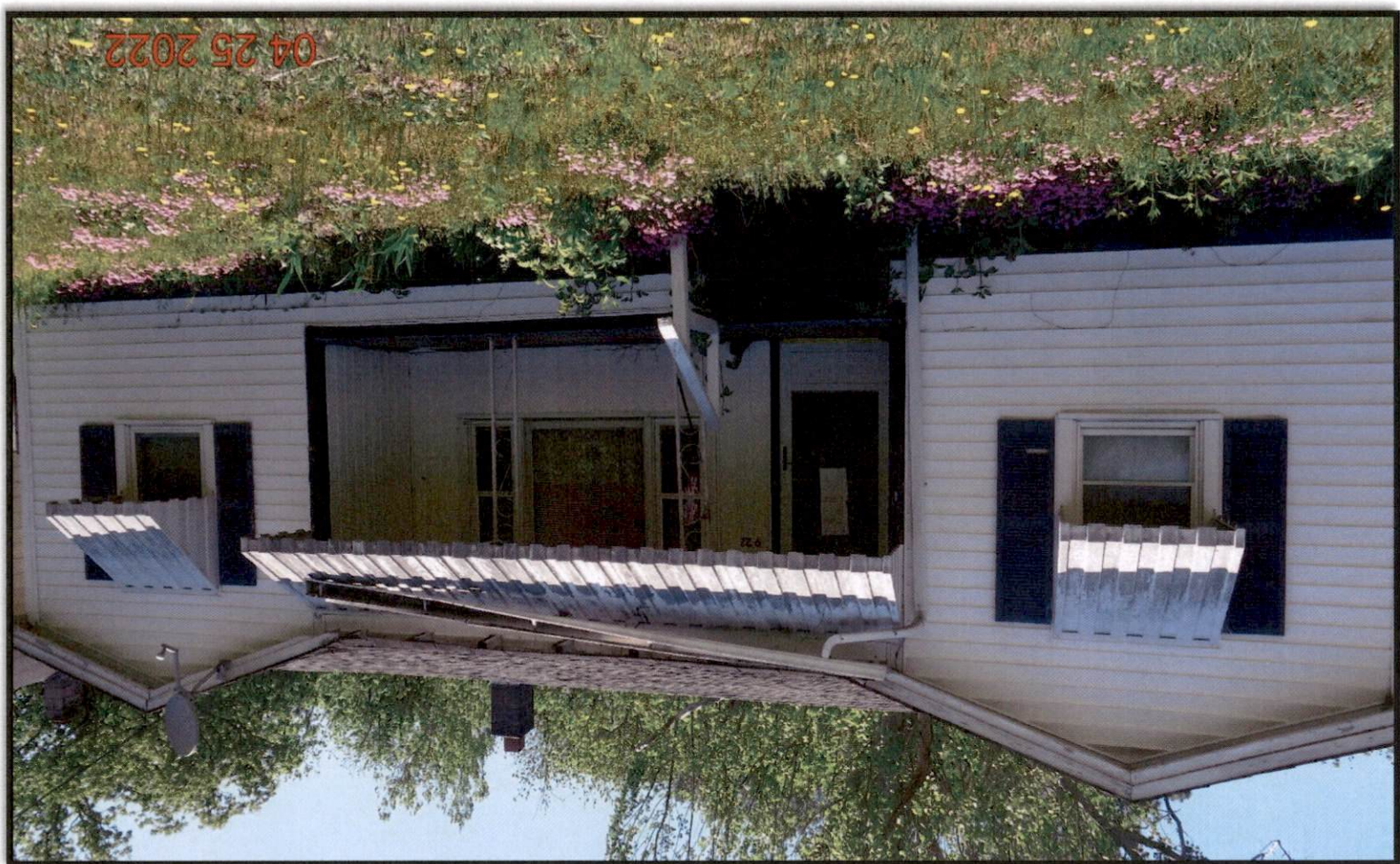
**April 13, 2022** - Requested a follow up inspection to confirm any improvements to the dwelling. The request was issued to Edward McDonald by first class mail. Upon arrival, I noticed that the exterior of the dwelling appeared to continue to deteriorate. The exterior has damaged wood, siding, foundation, and roofing that contribute to the overall condition of the dwelling. The property has not had any improvements to the exterior since the initial inspection on October 25, 2022. The current condition of the property is one of dire need to make repairs or close and demolish. The cost of repairs required would exceed fifty percent of property value and was required to be repaired or demolished with ninety days of issuing Finding of Fact order. The ninety days to repair or demolish has expired and Code Enforcement will seek an ordinance to demolish approved by the Town of Angier Board of Commissioners. Property value listed by Harnett County Tax Department is \$56,696.00, based on the average cost to renovate, estimated repairs exceeds the property value.

Status: Pending Ordinance to Demolish Approval

922 N. Broad Street E. – Min. Housing Photos



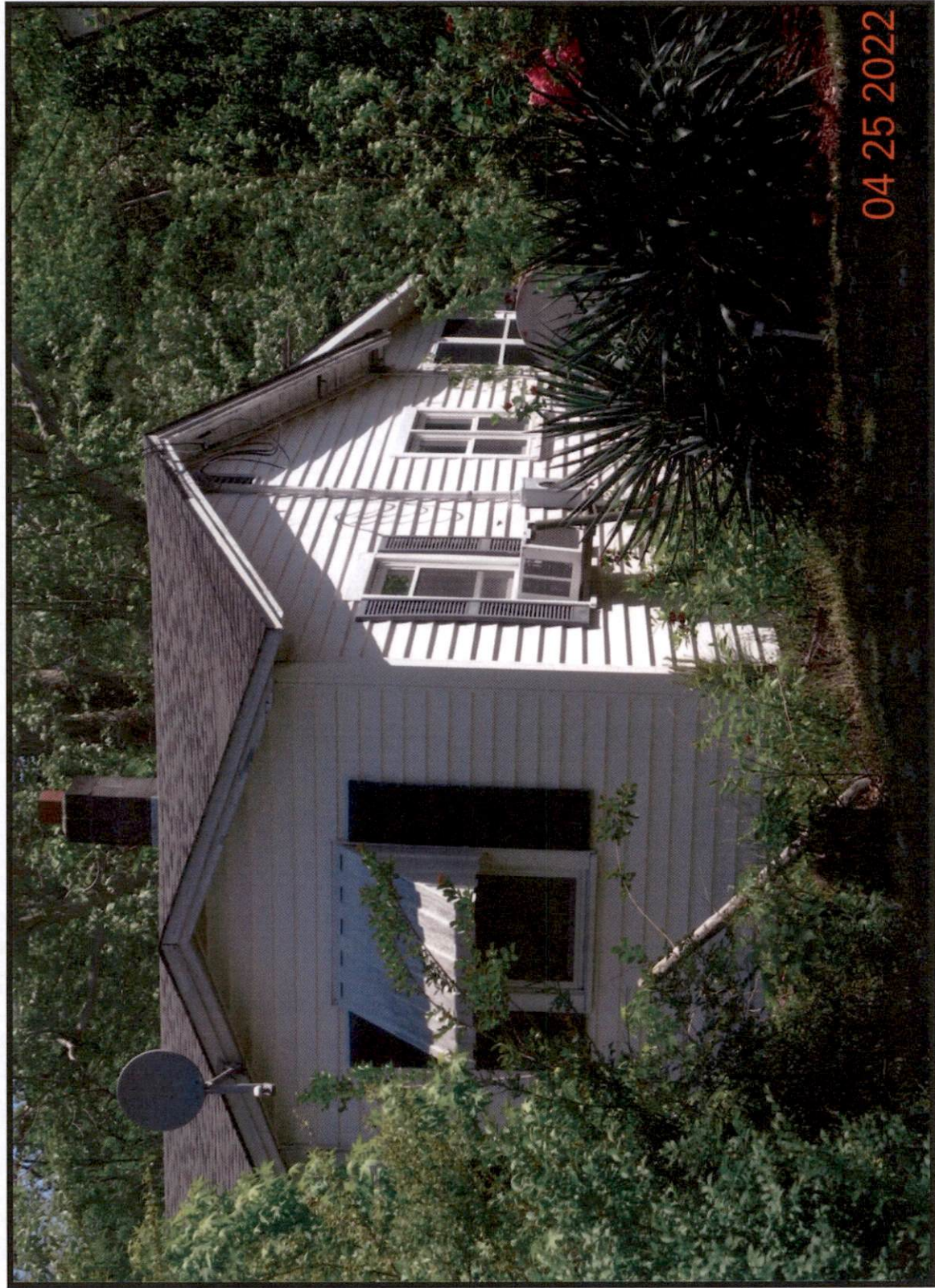








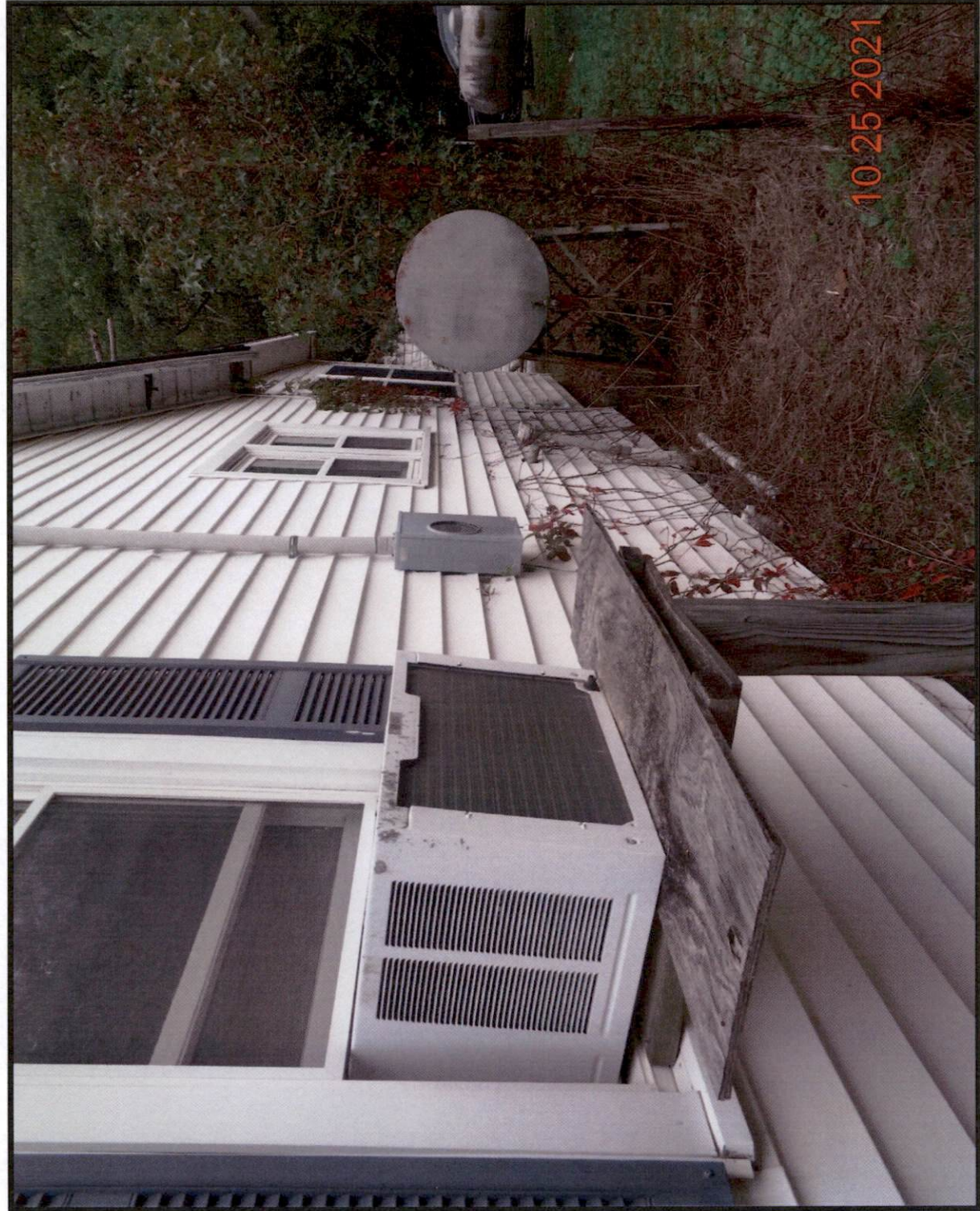
























10 25 2021



## Board of Commissioners Agenda Report

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

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**MEETING DATE:** May 17, 2022  
**PREPARED BY:** Hans Kalwitz  
**ISSUE** Budget Amendment #12  
**CONSIDERED:**  
**DEPARTMENT:** Finance

---

### **SUMMARY OF ISSUE:**

This budget amendment pertains to the recognition of revenue received in the General Fund, HWY 210/Park Street Project Fund, and the Water & Sewer Fund. Allowable spending within each associated expenditure line will be increased, thereby leading to a balanced budget amendment.

The General Fund has received \$10,000 for a Harnett County landfill credit, \$5,060 from the ABC Board for the Alcohol Education Program to be established, and \$800 for Library donations; the latter two amounts will be treated as restricted revenue. The Harnett County landfill credit will increase allowable spending within the Streets & Sanitation Department, the ABC Board contribution will launch a Police Department expenditure line for Alcohol Education (which is restricted and balance forward into future fiscal years), and the Library donations will increase allowable spending within the restricted Library Donations expenditure line.

The HWY 210/Park Street Project Fund has received \$20,000 from payment in lieu of a sidewalk project, which will increase necessary allowable spending throughout our ongoing project.

The Water & Sewer Fund has received, and will continue to receive, rental payments (amounting to \$11,700) from a Public Works location and will be appropriated to the Sewer Department. Also, the Water & Sewer Fund has received reimbursement for damages to a water line (\$11,482) and will be appropriated to the Water Department.

### **FINANCIAL IMPACT:**

This budget amendment will acknowledge revenue to be appropriated to respective expenditure lines within the General Fund, HWY 210/Park Street Project Fund, and the Water & Sewer Fund; \$15,860, \$20,000, and \$23,182 respectively.

**RECOMMENDATION:** N/A

### **REQUESTED MOTION:**

Motion to adopt Budget Amendment #12.

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

This has been reviewed by the Town Manager.

**Attachments:** Budget Amendment #12





# *Town of Angier*

## Board Approved Budget Amendment # 12

Be it hereby ordained by the Town Council of the Town of Angier that the following amendments be made to the Budget Ordinance adopted on the 15<sup>th</sup> day of June, 2021 (as well as subsequent amendments) as follows:

General Fund (10 Fund)				
General Fund Revenue	Line Item	Budget	Change	Amended Budget
MISCELLANEOUS REVENUE	10-3010-3999	82,500	↑ 10,000	92,500
ABC ALCOHOL EDUCATION PRO	10-3010-5160	-	↑ 5,060	5,060
LIBRARY DONATIONS	10-3010-6381	6,500	↑ 800	7,300
<b>Total Revenue Budget</b>		<b>6,827,246</b>	<b>15,860</b>	<b>6,843,106</b>
Streets & Sanitation Departmen	Line Item	Budget	Change	Amended Budget
MATERIALS & SUPPLIES	10-5600-3200	39,710	↑ 10,000	49,710
<b>Total Budget Expenditures for Dept 5600</b>		<b>1,129,660</b>	<b>10,000</b>	<b>1,139,660</b>
Police Department	Line Item	Budget	Change	Amended Budget
ABC ALCOHOL EDUCATION PRO	10-5100-5060	-	↑ 5,060	5,060
<b>Total Budget Expenditures for Dept 5100</b>		<b>1,770,935</b>	<b>5,060</b>	<b>1,775,995</b>
Library Department	Line Item	Budget	Change	Amended Budget
DONATIONS	10-6300-3810	6,500	↑ 800	7,300
<b>Total Budget Expenditures for Dept 6300</b>		<b>241,155</b>	<b>800</b>	<b>241,955</b>

HWY 210/Park Street Sidewalk Extension				
HWY 210 Revenue	Line Item	Budget	Change	Amended Budget
PAYMENT IN-LIEU OF SIDEWALK	25-3025-5425	-	↑ 20,000	20,000
<b>Total Revenue Budget</b>		<b>851,514</b>	<b>20,000</b>	<b>871,514</b>
HWY 210 Department	Line Item	Budget	Change	Amended Budget
ENGINEERING/CONCRETE TESTIN	25-5600-4470	-	↑ 10,750	10,750
CONSTRUCTION	25-5600-4475	848,101	↑ 9,250	857,351
<b>Total Budget Expenditures for Dept 5600</b>		<b>851,514</b>	<b>20,000</b>	<b>871,514</b>



## *Town of Angier*

### Board Approved Budget Amendment # 12

Be it hereby ordained by the Town Council of the Town of Angier that the following amendments be made to the Budget Ordinance adopted on the 15<sup>th</sup> day of June, 2021 (as well as subsequent amendments) as follows:

Water & Sewer Fund				
Water & Sewer Revenue	Line Item	Budget	Change	Amended Budget
BUILDING RENTAL	30-3030-3063	-	↑ 11,700	11,700
INDEMNIFY ANGIER	30-3030-5647	-	↑ 11,482	11,482
<b>Total Revenue Budget</b>		4,237,719	23,182	4,260,901
Water Department	Line Item	Budget	Change	Amended Budget
MATERIALS & SUPPLIES	30-8100-3200	43,223	↑ 11,482	54,705
<b>Total Budget Expenditures for Dept 8100</b>		1,705,123	11,482	1,716,605
Sewer Department	Line Item	Budget	Change	Amended Budget
MATERIALS & SUPPLIES	30-8300-3200	21,763	↑ 11,700	33,463
<b>Total Budget Expenditures for Dept 8300</b>		1,214,662	11,700	1,226,362

**Motion to adopt FY 2022 Board Approved Budget Amendment #12**

Amended this the 17<sup>th</sup> day of May, 2022

Robert K. Smith, Mayor

Attest:

Veronica Hardaway, Town Clerk





## Board of Commissioners Agenda Report

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

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**MEETING DATE:** May 17, 2022  
**PREPARED BY:** Gerry Vincent, Town Manager ICMA-CM  
**ISSUE:** Town Hall-Generator  
**CONSIDERED:**  
**DEPARTMENT:** Administration

---

**SUMMARY OF ISSUE:** A new generator will be installed as a part of the Town Hall design; however, because of the lead time of approximately 50-52 weeks, the Town advertised for sealed bid proposals in advance as opposed to waiting for the final financing of the project in July/August.

**FINANCIAL IMPACT:** Based on the bid proposals, the apparent low bid is \$108,760.

**RECOMMENDATION:** Approve the apparent low bid by Cummins Sales & Service of \$108,760.

**REQUESTED MOTION:** I recommend approving the apparent low bid and authoring the Town Manager to proceed with purchasing the generator, as specified.

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

**Attachments:** *Generator Specifications*

## Gerry D. Vincent

---

**From:** Jennifer Starkey <jstarkey@oakleycollier.com>  
**Sent:** Wednesday, April 27, 2022 2:56 PM  
**To:** Gerry D. Vincent  
**Cc:** David Griffin  
**Subject:** Angier - Generator Recommendation

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Gerry,

Our team has reviewed the generator bids. We recommend that the town accepts the Cummins Generator Bid Package and proceeds with the purchase of the generator. We request shop drawings be submitted to us for our review once available. Please let us know if you have any questions.

Thank you,

**Jennifer Starkey**  
NCARB, LEED® AP BD+C

**OCA | OAKLEY COLLIER ARCHITECTS**

office: 252.937.2500

direct: 252.557.2002





Town of Angier  
Diesel Engine Generator Package  
New Town of Angier Municipal Facility

Bid Opening

The Town of Angier will accept sealed bid proposals from project approved manufactures for the Diesel Engine Generator until 2:00 p.m. on April 4, 2022. Bid Opening will take place at The Angier Town Hall, 55 N. Broad Street W. Angier, NC 27501.

Furnish only, a complete standby engine generator package including engine/generator set, outdoor sound-attenuated weatherproof housing, transfer switches, fuel feed lines, muffler, exhaust piping, wiring, 24-hour double-walled sub-base fuel tank, etc., as necessary to provide a complete standby emergency power system. Equipment shall comply with NFPA 110, NC SCO Electrical Guidelines and Policies, and the NC State Building Code. The generator set shall be listed to UL 2200 or submitted to an independent third party certification process to verify compliance as installed.

If three (3) bids from approved manufactures are not received before 2:00 P.M. on April 4, 2022, a Re-Bid Opening will be held at 2:00 p.m. on April 11, 2022. Bid Opening will take place at The Angier Town Hall, 55 N. Broad Street W. Angier, NC 27501.

All communications for project specific information must go through Gerry Vincent at [gvincent@angier.org](mailto:gvincent@angier.org).

**SPECIFIC SUMMARY OF WORK**  
**Bid Package No. 99A - Emergency Generator**

---

Bid Package Subcontractor is exclusively responsible for the following work description.

Provide all labor, materials, supervision, equipment, insurance, overhead and profit, necessary or incidental, as required to complete the scope of work identified in the construction drawings and applicable specification sections indicated in the Specification Assignment Matrix. Performance of the work must include, but is not necessarily limited to the following:

**General Considerations**

1. Warranty of generator, ATS, MTS, and associated equipment shall commence at generator start up after installation by the 26A Electrical subcontractor.
2. All required closeout information including Manufacturer drawings shall be provided in CAD, warranties, operation/maintenance manuals, product data, and all other required information pertinent to the maintenance and operation of the emergency generator as it applies to the Work requirements of this Bid Package. It is further understood that no final payments shall be released by the Owner, prior to the receipt of said required information.

**Emergency Generator**

1. Supply and deliver emergency generator, ATS/MTS switches, WP enclosure, sub-base fuel tank, maintenance platform if required by design specifications, and associated equipment required for a full complete emergency generator system. Receiving, unloading, setting, and installation will be by the 26A Electrical subcontractor.
2. All generator materials and equipment costs, shipping, delivery costs, sales and use tax are to be included in the total cost of the Emergency Generator.
3. The generator set, WP enclosure, and sub-base tank are to come fully assembled.
4. Coordination and scheduling of the delivery of the generator, ATS/MTS with Construction Manager and 26A Electrical Subcontractor.
5. Emergency generator and all associated equipment shall be protected prior to shipping and shall remain protected until delivered to project site.
6. Delivery shall be coordinated with Construction Manager and final unloading location shall be determined by Construction Manager. Anticipate the emergency generator to be delivered "curb side" of final generator location as indicated on the project site plan.
7. Assist in start-up of emergency generator and provide training to Owner after installation by 26A Electrical subcontractor.
8. Maintenance and Operation manuals (both hard copy and electronic forms).
9. Complete warranty as required by the project bid documents for the emergency generator. This includes but not limited to warranties on equipment.

**Allowance**

None



SECTION 26 32 13 – DIESEL ENGINE GENERATOR

PART 1 GENERAL

1.1 REQUIREMENTS

- A. Furnish and install a complete standby engine generator package including engine/generator set, outdoor sound-attenuated weatherproof housing, transfer switches, fuel feed lines, muffler, exhaust piping, wiring, 24-hour double-walled sub-base fuel tank, etc., as necessary to provide a complete standby emergency power system.
- B. Equipment and installation shall comply with NFPA 110, NC SCO Electrical Guidelines and Policies, and the NC State Building Code.
- C. It is the intent of this specification to secure an engine-driven generator set that has been prototype tested, factory built, production-tested, and site-tested together with all accessories necessary for a complete installation as shown on the plans and drawings and specified herein.
- D. Any exceptions to the published specifications shall be subject to the approval of the engineer and submitted minimum 15 days prior to the closing of the bid with a line by line summary description of all the items of compliance, any items that have been omitted or have been taken exception to, and a complete description of all deviations.
- E. It is the intent of this specification to secure a generator set system that has been tested during design verification, in production, and at the final job site. The generator set will be a commercial design and will be complete with all of the necessary accessories for complete installation as shown on the plans, drawings, and specifications herein. The equipment supplied shall meet the requirements of the National Electrical Code and applicable local codes and regulations.
- F. All equipment shall be new and of current production by an international, power system manufacturer of generators, transfer switches, and paralleling switchgear. The manufacture shall be a supplier of a complete and coordinated system. There will be single-source responsibility for warranty, parts, and service through a factory-authorized representative with factory-trained technicians.
- G. The generator set shall be listed to UL 2200 or submitted to an independent third party certification process to verify compliance as installed.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Engine generator set shall be Caterpillar (Basis of Design), Cummins/Onan, or Kohler, and shall meet all the requirements of these specifications. Specifications are based on Caterpillar for quality and performance criteria.
- B. Firms regularly engaged in manufacture of generator systems of types, sizes, and electrical characteristics required, and whose products are Listed and Labeled by UL, Inc. All replacement repair parts shall be as produced or supplied by the same manufacturer as the generator system. Products of

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firms that do not maintain factory authorized service organization and spare parts stock are not acceptable for use on this project.

- C. Manufacturers shall agree to make factory training/certification, product programs/software and/or operating systems, and continued product updates and/or Tech notes available to the Town. Required software updates shall be made available at no cost. Software shall be capable of connecting to Town network with remote monitoring capability. Any licensing and/or proprietary agreements between the manufacturer/distributor and the Town shall be completed and in place prior to the manufacture and/or product being acceptable for installation.

2.2 ENGINE GENERATOR SET

- A. The generator set shall be a Caterpillar model C9 ACERT In-Line 6, 4-cycle, turbocharged diesel (Basis of Design) or approved equal by other generator manufacturers previously noted. It shall provide a standby rating of 200 kW/250 kVA when operating at 277/480 volts, 60 Hz, 0.80 power factor. The standby rating shall be available for the duration of the outage.
- B. The alternator shall be oversized (375kVA) Caterpillar model LC5024J with AREP excitation, random windings, and sub-transient reactance ( $X''_d$ ) of 0.0599.
- C. The generator shall meet a minimum Emissions Certification of EPA Tier 3 – EPA Stationary Emergency.
- D. The generator set shall be capable of cranking and picking up the assigned loads, meeting the minimum frequency and voltage stability requirements of these specifications, within 10 seconds after loss of utility power.
- E. Engine shall be water cooled, solid-injection type, vertical in-line. The engine shall be equipped with fuel filter, lube oil filter, intake air filter, lube oil cooler, fuel oil cooler, fuel transfer pump, fuel priming pump, service meter, gear-driven water pump, and instruments, including a fuel pressure gauge, water temperature gauge, lubricating oil pressure gauge, battery charging ammeter, and engine hour meter.
- F. Certified engine horsepower curves shall be submitted showing the manufacturer's approval of the engine rating for generator set standby power application. Special ratings or "maximum" ratings are not acceptable.
- G. Engine shall be provided with an electronic, isochronous, load sharing, temperature compensated, governor capable of keeping the frequency at any constant load, including no load, within a steady state band width of  $\pm 0.25\%$  of rated frequency. The governor shall not permit frequency modulation (number of times per second that the frequency varies from the average frequency) to exceed one cycle per second. Single phase sensing control and speed ramp shall be included.
- H. Engine shall be furnished with a 24 volt starting system with batteries. Batteries shall be industrial grade lead-acid. Batteries shall be oversized for proper starting in temperature extremes. Batteries shall be housed in the outdoor generator enclosure. The generator set shall be fitted with an integral accessory solid-state, current limiting, float equalizing battery charger. The charger shall be 120 volt input from an external source when the generator is not operating with appropriate output for specific generator set. The charger shall be driven by the prime mover and automatic voltage regulator, capable of charging and maintaining the starting battery unit (and control battery, where used) in a fully charged condition during a running condition. The charger shall be capable of switching from one rate to another to meet the needs of the discharged battery. It shall be capable of recharging a completely



discharged battery in a maximum of eight (8) hours. It shall have: overload protection, voltage surge suppressors, D.C. ammeter, D.C. voltmeter, low D.C. voltage alarm relay, a minimum continuous output of 10 amperes D.C., battery charger malfunction alarm contact, and be third party listed.

- I. Engine shall be equipped with a jacket water heater with re-circulating pump. Heaters and pump shall be a single assembly with a single point 120/208 volt power feed connection.
- J. Engine shall have radio frequency suppression.
- K. Air flow shall be away from engine. The radiator shall be protected by a strong grille or screen guard and the fan shall be provided with a screen guard.
- L. Engine shall be equipped with an institutional grade (critical) muffler-silencer, with all fittings and associated bolts required. Silencer shall be integral mounted within the outdoor enclosure. Exhaust piping and silencer shall be coated with heat resistant paint to prevent rusting. Exhaust pipe size shall be such that exhaust back pressure does not exceed maximum limitation required by engine manufacturer. Silencer shall have a maximum dbA level of 85 at a distance of 10 feet.
- M. The generator shall be a salient pole synchronous alternator of the single bearing type built to NEMA and IEEE standards, brushless type, with packaged high performance solid-state voltage regulator and voltage adjusting rheostat.
- N. Generator regulator package shall provide a voltage regulation of  $\pm 1\%$  of rated voltage. Voltage regulation shall apply to any load from no load to rated load at rated power factor.
- O. The frequency regulation from no load to rated load shall conform with the engine governor performance. For any addition of load up to 90% of rated load, the frequency shall recover to the steady state frequency within 5 seconds.
- P. For any addition of load up to and including 90% of rated, the voltage shall recover to and remain within the steady band in not more than 1.5 seconds. The maximum allowable voltage dip during inrush shall be 20%. Documentation regarding this performance shall be included in the shop drawing submittals.
- Q. The generator shall have 2/3 pitch. Stator insulation shall be Class "F" rated for 105 degree C rise by resistance above a 40 degree C ambient. Insulation shall be moisture proof.
- R. Generator shall have amortisseur windings with the end plates connected between poles to minimize harmonic content and provide good transient performance.
- S. Generator shall be equipped with taps or adjustments for voltage such that voltage can be adjusted to match the utility voltage at the transfer switches within  $\pm 2\%$ .
- T. The engine generator set shall be completely assembled and tested at the factory prior to shipping to the job site. The engine shall be run under full load conditions for a sufficient length of time to allow all piston rings to seat themselves prior to shipment to job site.
- U. The generator set shall be equipped with one (1) service entrance rated, unit mounted, main line 100% rated circuit breaker sized with appropriate short circuit rating and adjustable LSI settings, no ground fault trip, but shall include shunt trip for engine shut down tripping.

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- V. Generator shall sit on a skid mounted, dual lined steel fuel tank with fill and vent (lockable cap) and 5 gallon spill containment. Tank shall be sized for 42 hours of use at 100 % load (approximately 660 gallons) and include leak detection. Include a full tank of fuel, plus fuel for testing and acceptance.
- W. The generator shall accept rated load in two (2) steps – Step 1: 'ATS E' – Emergency loads; Step 2: 'ATS SB' – Optional Standby loads.
- X. Vibration Isolation
  - 1. Vibration isolators shall be provided between the engine-alternator and heavy-duty steel base.

2.3 GENERATOR SET CONTROLLER

- A. Equal to Caterpillar EMCP 4.4 controller (Basis of Design), or approved equal by other generator manufacturers previously noted with all equivalent control, functionality, and flexibility. A digital display and keypad provide access to data. The display provides complete and understandable information, and the keypad allows easy local access.
- B. Generator unit shall contain a generator-mounted electronic modular control panel. Panel shall be environmentally sealed, solid-state, microprocessor-based for engine control and AC metering.
- C. Alarm panel shall provide for automatic and manual starting and stopping of engine with programmable safety shutdowns and shall operate on 24 volts DC. Power shall be supplied from the generator starting batteries.
- D. Panel shall have an LCD digital readout for numeric metered values.
- E. Controls shall provide for automatic shutdown in case of high water temperature, overspeed, overcrank, or low oil pressure.
- F. The panel shall be designed to contain all the alarm and monitor functions as required by NFPA 110 for a Level 1 emergency power system. These alarms and indications shall comply with NFPA 110 and NEC Section 700, and shall include, but not be limited to, the following as a minimum:
  - 1. Battery charger malfunction
  - 2. Low lubricating oil pressure
  - 3. Low water temperature
  - 4. Excessive water temperature
  - 5. Overcrank
  - 6. Overspeed
  - 7. Ammeter with phase selector switch
  - 8. Generator operating
  - 9. Alarm buzzer and silence switch (for all alarms)
  - 10. Lamp test switch (for all lamps)
  - 11. Normal utility power on
  - 12. Emergency power system operating
  - 13. Emergency bus volt meter with phase selector
  - 14. Emergency bus frequency meter
  - 15. D.C. voltmeter
  - 16. Oil pressure
  - 17. Coolant temperature
  - 18. Running time meter



- 19. Low fuel
- 20. Fuel leak

#### 2.4 REMOTE ALARM PANEL

- A. Provide and install a remote alarm (derangement) panel for the standby generator in the location indicated on plans. Location to be confirmed with Owner.
- B. Alarm panels shall be supplied with the generator package by the generator manufacturer. Panels shall be U.L. labeled and shall operate on 24 volts DC. Power shall be supplied by the generator starting batteries.
- C. The remote alarm panel shall contain an alarm light and signal with silence switch to give an indication of any of the alarm conditions as listed for a Level 1 system in NFPA 110 Table 5.6.5.2 *Safety Indications and Shutdowns*. In addition, it shall indicate utility and/or standby power "on" using a green lamp and red lamp respectively. A lamp test switch shall also be provided.
- D. The remote alarm panel shall include an emergency stop switch to shut down generator manually in compliance with NFPA 110.
- E. Panel, alarm lights, switch, etc. shall be appropriately labeled using laminated plastic labels, black letters on white background, professionally engraved. Contractor shall submit a drawing for approval showing layout prior to purchase or fabrication.

#### 2.5 OUTDOOR ENCLOSURE

- A. Generator shall be housed in an outdoor enclosure (Caterpillar Sound Attenuated Level 2 Enclosure (Basis of Design), or approved equivalent by other generator manufacturers previously noted) intended for both weather protection as well as stringent sound reduction. Housing shall be painted steel, 14 gauge with access doors with panic hardware. Doors (two (2) on each side) shall provide full access for operation and servicing and be vertically hinged to allow 180 degrees opening rotation and retention with door stays. Housing shall have a pitched roof for water run-off. Package (including height of pad) provided shall allow generator access to control panel and service doors at a code compliant height without the need for a service platform. Color of enclosure shall be white (confirm during submittal stage).
- B. Critical silencer and 100% lined with sound deadening material.
- C. Air intake damper shall be sized to allow combustion and cooling air to enter with a face velocity to maintain a maximum ambient temperature of 110 degree F. Air discharge damper shall be gravity operated.
- D. Air shall enter and discharge through sound attenuators at each damper and acoustic insulation material shall be installed to reduce engine generator noise to an average of 71 dbA at 23 feet. Acoustic insulation material shall consist of sound absorbing material covered by a perforated liner; loose or adhesive sound foams are not acceptable.
- E. Dimensions shall be sufficient to house engine generator and associated equipment, including silencer and batteries.
- F. Silencer shall be integral within the enclosure.

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- G. Engine shall be provided with oil and water drains to exterior of enclosure with a bronze body ball valve installed on engine and plumbed to exterior coupling with high quality hose. Fumes disposal shall be extended to radiator discharge using an oil resistant high quality hose.
- H. Package maximum dimensions (including sub-base tank): 177.8"L x 80.9"W x 111.5"H.
- I. Rodent proof stub up area.

2.6 CONCRETE PAD

- A. Contractor shall provide a separate concrete pad for generator enclosure. Pads shall be a minimum of 12 inches beyond base x 12 inches deep with No. 6 rebar on 12 inch centers in a horizontal grid pattern. Pad shall be a minimum of 4 inches above grade. Rebar should clear surfaces by 3 minimum in all directions. Concrete mixture shall be a 1:2:3 mixture of cement, sand, and aggregate with maximum of 4 inch slump and 28-day compressive strength of 4000 psi. Existing area will need to be prepped to allow new pad pour and provide rigid pad for generator package. Secure generator set to pad in minimum of 4 locations (2 per side). See drawings for specific details.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Engine generator set shall be mounted on heavy structural steel base which shall be installed on a concrete pad. Generator set shall be mounted using heavy duty, open, stable spring vibration dampers of the type approved for seismic areas. Vibration dampers shall be bolted to the base and to the base tank structure.
- B. All power wiring to the generator shall be in rigid metal conduit and seal-tight LMFC flex connection(s) at the generator.
- C. Submittals and shop drawings shall include cut sheets, drawings, details, and instructions necessary for complete installation of the engine generator set and all associated equipment such as fuel piping, wiring, battery/charger, alarms and controls, etc.
- D. Supplier shall provide a competent factory trained service engineer/technician to coordinate the installation, check-out, and start-up and testing of the complete generator system.
- E. On-site testing shall include testing of all safety devices and shall include a four hour running test consisting of one hour at 50% load, one hour at 75% load, and two hours at 100% load. Contractor shall furnish necessary load banks for testing. A copy of the load test report shall be sent to the engineer, the owner, and the State Construction Office. In addition, contractor shall refill fuel tank upon completion of load testing.
- F. In addition, on-site testing shall include a complete power outage test with actual building loads to confirm proper operation of all modifications. Testing shall be coordinated with local utility and Owner.
- G. Supplier shall provide complete on-site training in the operation of the systems for the Owner at times chosen by the Owner to include all work shifts.



- H. Supplier shall provide, upon completion of installation but before final acceptance by Owner, three complete sets of operating instructions, maintenance manuals, and drawings, showing full details for care and maintenance of each item of equipment. In addition a simplified set of step-by-step operating instructions, encased in a suitable frame for placing at the generator location, shall be provided with the operation and maintenance manuals.

3.2 WARRANTY

- A. The engine generator set and associated equipment shall be warranted by the manufacturer against defective parts or workmanship for a period of five (5) years from the date of final inspection and acceptance. Warranty conditions shall be included in submittals. Warranty shall include all parts, labor (including travel to and from the job site), expenses, and equipment necessary to perform replacement and/or repairs.

END OF SECTION 263213

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## SECTION 26 36 23 – AUTOMATIC TRANSFER SWITCHES

### PART 1 GENERAL

#### 1.1 REQUIREMENTS

- A. The contractor shall furnish and install transfer switches, wiring, etc., as necessary to provide a complete emergency power system.
- B. Furnish and install automatic transfer switches (ATS) with number of poles, amperage, voltage, withstand and close-on ratings as shown on the plans. Each automatic transfer shall consist of an inherently double throw power transfer switch mechanism and a microprocessor controller to provide automatic operation. All transfer switches and controllers shall be the products of the same manufacturer.
- C. Equipment and resulting installation shall comply with all state and local codes.

#### 1.2 CODES AND STANDARDS

- A. The automatic transfer switches and controls shall conform to the requirements of:
  - 1. UL 1008 - Standard for Transfer Switch Equipment
  - 2. IEC 947-6-1 Low-voltage Switchgear and Controlgear; Multifunction equipment; Automatic Transfer Switching Equipment
  - 3. NFPA 70 - National Electrical Code
  - 4. NFPA 110 - Emergency and Standby Power Systems
  - 5. IEEE Standard 446 - IEEE Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications
  - 6. NEMA Standard ICS10-1993 (formerly ICS2-447) - AC Automatic Transfer Switches
  - 7. UL 508 Industrial Control Equipment
  - 8. NFPA 20 - Standard for the Installation of Stationary Pumps for Fire Protection

### PART 2 PRODUCTS

#### 2.1 ACCEPTABLE MANUFACTURERS

- A. Automatic transfer switches specified are ASCO 4000 Series. Approved equivalents by Eaton, Russelectric, or Zenith are acceptable. Any alternate shall be submitted for approval to the consulting engineer at least 15 days prior to bid. Alternate bids must list any deviations from this specification.
- B. Provide complete 100A, three-phase, four-pole with switched neutral, NEMA 1 steel enclosure, open transition automatic transfer switch to the requirements as noted in the specifications.

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- C. Provide complete 230A, three-phase, four-pole with switched neutral, NEMA 1 steel enclosure, open transition automatic transfer switch to the requirements as noted in the specifications.
- D. Tested Fault-Current Closing and Withstand Ratings: Provide withstand rating of 35kAIC minimum, and based on testing according to UL 1008.

2.2 MECHANICALLY HELD TRANSFER SWITCH

- A. The transfer switch shall be electrically operated and mechanically held. The electrical operator shall be a momentarily energized, single-solenoid mechanism. Main operators utilizing overcurrent disconnect devices, or linear motors shall not be acceptable. The switch shall be mechanically interlocked to ensure only two possible positions, normal or emergency.
- B. All transfer switch sizes shall use only one type of main operator for ease of maintenance and commonality of parts.
- C. The switch shall be positively locked and unaffected by momentary outages, so that contact pressure is maintained at a constant value and contact temperature rise is minimized for maximum reliability and operating life.
- D. All main contacts shall be silver composition. Switches rated 800 amperes and above shall have segmented, blow-on construction for high withstand and close-on capability and be protected by separate arcing contacts.
- E. Inspection of all contacts shall be possible from the front of the switch without disassembly of operating linkages and without disconnection of power conductors. Switches rated 800 amps and higher shall have front removable and replaceable contacts. All stationary and moveable contacts shall be replaceable without removing power conductors and/or bus bars.
- F. Designs utilizing components of molded-case circuit breakers, contactors, or parts thereof, which are not intended for continuous duty, repetitive switching or transfer between two active power sources are not acceptable.
- G. Where neutral conductors are to be solidly connected as shown on the plans, a neutral conductor plate with fully rated AL-CU pressure connectors shall be provided.

2.3 MICROPROCESSOR CONTROLLER

- A. The controller's sensing and logic shall be provided by a single built-in microprocessor for maximum reliability, minimum maintenance, and the ability to communicate serially through an optional serial communication module or Ethernet connectivity module.
- B. A single controller shall provide twelve selectable nominal voltages for maximum application flexibility and minimal spare part requirements. Voltage sensing shall be true RMS type and shall be accurate to +/- 1% of nominal voltage. Frequency sensing shall be accurate to +/- 0.2%. The panel shall be capable of operating over a temperature range of -20 to +60 degrees C and storage from -55 to +85 degrees C.



- C. The controller shall be connected to the transfer switch by an interconnecting wiring harness. The harness shall include a keyed disconnect plug to enable the controller to be disconnected from the transfer switch for routine maintenance. Sensing and control logic shall be provided on multi-layer printed circuit boards. Interfacing relays shall be industrial grade plug-in type with dust covers. The panel shall be enclosed with a protective cover and be mounted separately from the transfer switch unit for safety and ease of maintenance. The protective cover shall include a built-in pocket for storage of the operator's manuals.
- D. The controller shall meet or exceed the requirements for Electromagnetic Compatibility (EMC) as follows:
1. EN 55011:1991 Emission standard - Group 1, Class A
  2. EN 50082-2:1995 Generic immunity standard, from which:
    - EN 61000-4-2:1995 Electrostatic discharge (ESD) immunity
    - ENV 50140:1993 Radiated Electro-Magnetic field immunity
    - EN 61000-4-4:1995 Electrical fast transient (EFT) immunity
    - EN 61000-4-5:1995 Surge transient immunity
    - EN 61000-4-6:1996 Conducted Radio-Frequency field immunity
  3. IEEE472 (ANSI C37.90A) Ring Wave Test.

#### 2.4 ENCLOSURE

- A. The ATS shall be furnished in a Type 1 enclosure unless otherwise shown on the plans.
- B. All standard door mounted switches and indicating lights described in section 3 shall be integrated into a flush-mounted, interface membrane or equivalent in the enclosure door for easy viewing & replacement. The panel shall include a manual locking feature to allow the user to lockout all membrane mounted control switches to prevent unauthorized tampering. The membrane panel shall be suitable for mounting by others when furnished on open type units.

#### 2.5 CONTROLLER DISPLAY AND KEYBOARD

- A. A four line, 20 character LCD display and keypad shall be an integral part of the controller for viewing all available data and setting desired operational parameters. Operational parameters shall also be available for viewing and limited control through the communications interface port. The following parameters shall only be adjustable via DIP switches on the controller:
1. Nominal line voltage and frequency
  2. Single or three phase sensing
  3. Operating parameter protection
  4. Transfer operating mode configuration  
(Open transition, Closed transition, or Delayed transition)

- B. All instructions and controller settings shall be easily accessible, readable and accomplished without the use of codes, calculations, or instruction manuals.

#### 2.6 VOLTAGE, FREQUENCY AND PHASE ROTATION SENSING

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- A. Voltage and frequency on both the normal and emergency sources (as noted below) shall be continuously monitored, with the following pickup, dropout, and trip setting capabilities (values shown as % of nominal unless otherwise specified):
- | Parameter         | Sources     | Dropout / Trip | Pickup / Reset   |
|-------------------|-------------|----------------|------------------|
| Undervoltage      | N&E, 3phase | 70 to 98%      | 85 to 100%       |
| Overvoltage       | N&E, 3phase | 102 to 115%    | 2% below trip    |
| Underfrequency    | N&E         | 85 to 98%      | 90 to 100%       |
| Overfrequency     | N&E         | 102 to 110%    | 2% below trip    |
| Voltage unbalance | N&E         | 5 to 20%       | 1% below dropout |
- B. Repetitive accuracy of all settings shall be within  $\pm 0.5\%$  over an operating temperature range of  $-20^{\circ}\text{C}$  to  $60^{\circ}\text{C}$ .
- C. Voltage and frequency settings shall be field adjustable in 1% increments either locally with the display and keypad or remotely via the communications interface port.
- D. The controller shall be capable (when activated by the keypad or the communications interface port) of sensing the phase rotation of both the normal and emergency sources. The source shall be considered unacceptable if the phase rotation is not the preferred rotation selected (ABC or CBA).
- E. Source status screens shall be provided for both normal & emergency to provide digital readout of voltage on all 3 phases, frequency, and phase rotation.

2.7 TIME DELAYS

- A. An adjustable time delay of 0 to 6 seconds shall be provided to override momentary normal source outages and delay all transfer and engine starting signals. Capability shall be provided to extend this time delay to 60 minutes by providing an external 24 VDC power supply.
- B. A time delay shall be provided on transfer to emergency, adjustable from 0 to 60 minutes, for controlled timing of transfer of loads to emergency.
- C. Two time delay modes (which are independently adjustable) shall be provided on re-transfer to normal. One time delay shall be for actual normal power failures and the other for the test mode function. The time delays shall be adjustable from 0 to 60 minutes. Time delay shall be automatically bypassed if the emergency source fails and the normal source is acceptable.
- D. A time delay shall be provided on shut down of engine generator for cool down, adjustable from 0 to 60 minutes.
- E. A time delay activated output signal shall also be provided to drive an external relay(s) for selective load disconnect control. The controller shall have the ability to activate an adjustable 0 to 5 minute time delay in any of the following modes:
1. Prior to transfer only.
  2. Prior to and after transfer.
  3. Normal to emergency only.
  4. Emergency to normal only.
  5. Normal to emergency and emergency to normal.
  6. All transfer conditions or only when both sources are available.



F. All time delays shall be adjustable in 1 second increments, except the extended parallel time, which shall be adjustable in .01 second increments.

G. All time delays shall be adjustable by using the LCD display and keypad or with a remote device connected to the communications interface port.

## 2.8 ADDITIONAL FEATURES

- A. Membrane-type switches shall be provided for the test and retransfer to normal functions. The test position will simulate a normal source failure. The retransfer to normal position shall bypass the time delays on retransfer to normal.
- B. A SPDT contact, rated 5 amps at 30 VDC, shall be provided for a low-voltage engine start signal. The start signal shall prevent dry cranking of the engine by requiring the generator set to reach proper output, and run for the duration of the cool down setting, regardless of whether the normal source restores before the load is transferred.
- C. Auxiliary contacts, rated 10 amps, 250 VAC shall be provided consisting of two contacts, closed when the ATS is connected to the normal source and two contacts closed, when the ATS is connected to the emergency source.
- D. LED indicating lights shall be provided; one to indicate when the ATS is connected to the normal source (green) and one to indicate when the ATS is connected to the emergency source (red).
- E. LED indicating lights shall be provided and energized by controller outputs. The lights shall provide true source availability of the normal and emergency sources, as determined by the voltage sensing trip and reset settings for each source.
- F. A membrane switch shall be provided on the membrane panel to test all indicating lights when pressed.
- G. The following features shall be built-in to the controller, but capable of being activated through keypad programming or the communications interface port only when required by the user:
- H. Provide the ability to select "commit/no commit to transfer" to determine whether the load should be transferred to the emergency generator if the normal source restores before the generator is ready to accept the load.
- I. An Inphase monitor shall be provided in the controller. The monitor shall control transfer so that motor load inrush currents do not exceed normal starting currents, and shall not require external control of power sources. The inphase monitor shall be specifically designed for and be the product of the ATS manufacturer. The inphase monitor shall be equal to ASCO Feature 27.
- J. The controller shall be capable of accepting a normally open contact that will allow the transfer switch to function in a non-automatic mode when a non-automatic version of the user interface membrane is furnished.
- K. Engine Exerciser – The controller shall provide an internal engine exerciser. The engine exerciser shall allow the user to program up to seven different exercise routines. For each routine, the user shall be able to:
1. Enable or disable the routine.

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2. Enable or disable transfer of the load during routine.
  3. Set the start time,
    - time of day
    - day of week
    - week of month (1st, 2nd, 3rd, 4th, alternate or every).
  4. Set the duration of the run.
- L. At the end of the specified duration the switch shall transfer the load back to normal and run the generator for the specified cool down period. A 10-year life battery that supplies power to the real time clock in the event of a power loss will maintain all time and date information.
- M. Key Locking Feature – The control switches on the interface membrane shall be capable of being locked via password protected screens on the controller LCD display to prevent unauthorized tampering. A red LED indicator shall be illuminated on the interface membrane when the membrane controls are locked.
- N. The following feature shall be built - into the controller, but capable of being activated through keypad programming or the communications interface port.
- O. Note: The transfer switch will operate in a non-automatic mode with this feature activated.
- P. System Status – The controller LCD display shall include a “System Status” screen which shall be readily accessible from any point in the menu by depressing the “ESC” key a maximum of two times. This screen shall display a clear description of the active operating sequence and switch position. For example,
- Normal Failed  
Load on Normal  
TD Normal to Emerg  
2min15s
- Q. Controllers that require multiple screens to determine system status or display “coded” system status messages, which must be explained by references in the operator’s manual, are not permissible.
- R. Self Diagnostics – The controller shall contain a diagnostic screen for the purpose of detecting system errors. This screen shall provide information on the status input signals to the controller which may be preventing load transfer commands from being completed.
- S. Communications Interface – The controller shall be capable of interfacing, through an optional communications interface module, with a network of transfer switches. It shall be able to connect via an RS-485 Serial communication module (up to 4000 ft. direct connect or multi-drop configuration), an Ethernet connectivity module (over standard 10baseT Ethernet networks) or remotely through PSTN dial-up modem communications. This module shall allow for seamless integration of existing or new communication transfer devices. Standard software specific for transfer switch applications shall be available by the transfer switch manufacturer. This software shall allow for the monitoring, control and setup of parameters. The transfer switch shall also be able to interface to 3rd party applications using ModbusRTU and ModbusTCP open standard protocols. The communication interface module shall be equal to ASCO Accessory 72A (RS-485 Serial), ASCO Accessory 72E (10BaseT Ethernet), or ASCO Accessory 92A (PSTN dial-up modem).



- T. Data Logging – The controller shall have the ability to log data and to maintain the last 99 events, even in the event of total power loss. The following events shall be time and date stamped and maintained in a non-volatile memory:

1. Event Logging
  1. Data and time and reason for transfer normal to emergency.
  2. Data and time and reason for transfer emergency to normal.
  3. Data and time and reason for engine start.
  4. Data and time engine stopped.
  5. Data and time emergency source available.
  6. Data and time emergency source not available.
2. Statistical Data
  1. Total number of transfers.
  2. Total number of transfers due to source failure.
  3. Total number of days controller is energized.
  4. Total number of hours both normal and emergency sources are available.

## 2.9 WITHSTAND AND CLOSING RATINGS

- A. The ATS shall be rated to close on and withstand the available RMS symmetrical short circuit current at the ATS terminals with the type of overcurrent protection shown on the plans.
- B. The ATS shall be UL listed in accordance with UL 1008 and be labeled in accordance with that standard's 1½ and 3 cycle, long-time ratings. ATSs which are not tested and labeled with 1½ and 3 cycle (any breaker) ratings and have series, or specific breaker ratings only, are not acceptable.

## 2.10 TESTS AND CERTIFICATIONS

- A. The complete ATS shall be factory tested to ensure proper operation of the individual components and correct overall sequence of operation and to ensure that the operating transfer time, voltage, frequency and time delay settings are in compliance with the specification requirements.
- B. Upon request, the manufacturer shall provide a notarized letter certifying compliance with all of the requirements of this specification including compliance with the above codes and standards, and withstand and closing ratings. The certification shall identify, by serial number(s), the equipment involved. No exceptions to the specifications, other than those stipulated at the time of the submittal, shall be included in the certification.
- C. The ATS manufacturer shall be certified to ISO 9001 International Quality Standard and the manufacturer shall have third party certification verifying quality assurance in design/development, production, installation and servicing in accordance with ISO 9001.

## 2.11 SERVICE REPRESENTATION

- A. The ATS manufacturer shall maintain a national service organization of company-employed personnel located throughout the contiguous United States. The service center's personnel must be factory trained and must be on call 24 hours a day, 365 days a year.
- B. The manufacturer shall maintain records of each switch, by serial number, for a minimum of 20 years.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Submittals and shop drawings shall include cut sheets, drawings, details, and instructions necessary for complete installation.
- B. Supplier shall provide a competent factory trained service engineer/technician to coordinate the installation, check-out, and start-up and testing.
- C. Supplier shall provide, upon completion of installation but before final acceptance by Owner, three complete sets of operating instructions, maintenance manuals, and drawings, showing full details for care and maintenance of each item of equipment. In addition a simplified set of step-by-step operating instructions, encased in a suitable frame for placing at the generator location, shall be provided with the operation and maintenance manuals.

3.2 WARRANTY

- A. The automatic transfer switch shall be guaranteed against defective parts or workmanship for a period of one (1) year from the date of final inspection and acceptance. Warranty conditions shall be included in submittals. Warranty shall include all parts and labor, including travel to and from the job site and expenses and equipment necessary to perform replacement and and/or repairs.

END OF SECTION 263623



SECTION 26 36 24 – MANUAL TRANSFER SWITCH

PART 1 GENERAL

1.1 REQUIREMENTS

- A. The contractor shall furnish and install transfer switch, wiring, etc., as necessary to provide a complete emergency power system.

Furnish and install manual transfer switches (MTS) with number of poles, amperage, voltage, withstand and close-on ratings as shown on the plans.

- B. Equipment and resulting installation shall comply with all state and local codes.

1.2 CODES AND STANDARDS

- A. The manual transfer switch shall conform to the requirements of:

1. UL 1008 - Standard for Transfer Switch Equipment – UL Listed and Labeled
2. NFPA 70 - National Electrical Code
3. NFPA 110 - Emergency and Standby Power Systems
4. IEEE Standard 446 - IEEE Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications

1.3 SUBMITTALS

- A. Contractor shall submit manufacturer's drawings and data of manual transfer switches for Engineer's approval prior to start of fabrication. Drawings and data shall include, as a minimum, dimensioned general arrangement drawings and wiring diagrams, UL listing information including UL control or file number, OSHPD "OSP" certification number, short circuit rating or withstand rating, component data, mounting provisions, conduit entry locations and installation instructions.

- B. Upon installation of manual transfer switches Contractor shall submit manufacturer's Operating & Maintenance Manual which shall include as a minimum:

1. Certified as-built General Arrangement drawings and Wiring Diagram.
2. Materials / Component List including part numbers.
3. Maintenance and service requirements.
4. Certificate of Compliance and hi-pot test data.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Manual transfer switch specified is ESL Power Systems, Inc. Storm Switch Series. Approved equivalents by ASCO, PSI. Any equivalents or alternates shall be submitted for approval to the

Division 26

consulting engineer at least 15 days prior to bid. Alternate bids must list any deviations from this specification.

- B. Provide complete 3040 Series SSDX-300C-300C-480-311-S-C-xx, 400A, 480Y/277V, 35kAIC, three-phase, four-wire, safety interlocking manual transfer switch, wall mount, NEMA 3R, 14 guage, galvanized steel, powder coated wrinkle free gray (RAL7035), factory wired complete with 300A rated 3-pole Square D I-Line Breaker Type PowerPact LG with LSI Trip Unit and auxiliary switch (for connection of remote annunciation indicating the permanent emergency source is disconnected from the emergency system) for permanent generator side, 300A rated 3-pole Square D I-Line Breaker Type PowerPact LG with LSI Trip Unit for temporary generator side, male cam-style receptacles: (1) A-Phase – Brown, (1) B-Phase – Orange, (1) C-Phase – Yellow, (1) Neutral – Natural Gray, and (1) Ground – Green, dead-front, pad-lockable door and handle cover, 20A receptacle, terminal contact strip for remote start, suitable for use as service equipment, UL 1008 Listed. The switch shall include phase rotation and system bonding requirements per NEC 700.3(F)(3).

2.2 GENERAL

- A. Manual transfer switch manufacturer must have produced and sold UL 1008 Listed manual transfer switches as a standard product for a minimum of (3) years.
- B. Manual transfer switches shall be molded case circuit breaker type; knife switch or fused switches are not acceptable.
- C. Contractor shall be responsible for the equipment until it has been installed and is finally inspected, tested and accepted in accordance with the requirements of this Specification.

2.3 MANUAL TRANSFER SWITCHES

- A. Manual transfer switch shall consist of two (2) mechanically-interlocked molded case circuit breakers; kirk-locks are not acceptable, cam-style male connectors, power distribution block and grounding terminals, all housed within a pad-lockable enclosure.
- B. Manual transfer switch enclosure shall be Type 3R, constructed of continuous seam-welded, powder coated galvanized steel. The main access shall be through an interlocked, hinged door that extends the full height of the enclosure. Access for portable generator cables with female cam-style plugs shall be via a) drawn flange cable entry openings in the bottom of enclosure for wall mount units, or b) hinged lower door for pad mount units. A hinged flap door shall be provided to cover the cable openings when cables are not connected; the hinged flap door shall allow cable entry only after the main access door has been opened. Enclosure shall be powder coated after fabrication; color shall be wrinkle gray RAL 7035.
- C. Number of male input cams shall not exceed the number as shown on the drawings and must be rated for the specified amperage.
- D. Cam-style male connectors (inlets) shall be UL Listed single-pole separable type and rated 400 amps at 600VAC. Cam-style male connectors shall be color coded. Cam-style male connectors shall be provided for each phase and for ground, and shall also be provided for neutral. Each of the phase cam-style male connectors within the enclosure shall be factory-wired to a molded case circuit breaker. The ground cam-style male connectors shall be bonded to the enclosure, and a ground lug shall be provided for connection of the facility ground conductor. The neutral cam-style male connectors shall be factory



wired to a power distribution block. None of the cam-style male connectors shall be accessible unless both molded case circuit breakers are in the "OFF" position and the main access door is open.

- E. A power distribution block shall be provided for load-side field wiring. The power distribution block shall be factory wired to the molded case circuit breakers.
- F. Molded case circuit breakers shall be UL Listed and the short circuit interrupt rating shall be a minimum of 35kAIC at 480VAC. Trip rating of the molded case circuit breakers shall be as shown on the drawings. One molded case circuit breaker shall be fed from utility power; the other molded case circuit breaker shall be fed from the cam-style male connectors to supply power from a portable generator. Both molded case circuit breakers shall include UL Listed door-mounted operating mechanisms (with provisions for a locking device), preventing the opening of the main access door unless both breakers are in the "OFF" position. Both molded case circuit breakers shall be mounted behind a dead-front panel. The load-side of the molded case circuit breakers shall not be energizable unless the main access door is closed and one of the molded case circuit breakers is in the "ON" position. The two (2) molded case circuit breakers shall be safety interlocked by mechanical means to ensure that only one breaker can be closed at any given time.
- G. Manual transfer switch shall be suitable for use as service equipment in the USA as defined by the NEC.
- H. Manual transfer switch shall include permanently affixed operation instructions.

### PART 3 EXECUTION

#### 3.1 INSTALLATION

- A. Prior to installation of manual transfer switches, Contractor shall examine the areas and conditions under which the manual transfer switch is to be installed and notify the Engineer in writing if unsatisfactory conditions exist.
- B. Manual transfer switch shall be installed as shown on the drawings and per the manufacturer's written instructions. In addition, the installation shall meet the requirements of local codes, the National Electrical Code and National Electrical Contractors Association's "Standard of Installation".
- C. Conduit entry into the manual transfer switch shall be by Contractor; Contractor shall furnish and install UL listed watertight conduit hubs, as manufactured by MYERS, T&B or other for each conduit entry on the manual transfer switch. The incoming hub size shall match the conduit size for feeders and ground as shown on the drawings. The outgoing hub size shall match the conduit size for loads and ground as shown on the drawings.
- D. Any conduit penetrations that are above live parts must be properly sealed to prevent moisture intrusion from the conduit. A UL Listed or Classified expanding foam sealant (such as Rainbow Quick Seal 79547), or other sealing product meeting local codes and NEC requirements should be used to seal the interior of the conduit around the cables. The product selected must be able to permanently seal around all wires and the conduit (common "Duct Seal" is not acceptable for this application). The sealing shall be done at the entry into the enclosure so the seal can be verified and inspected from inside the enclosure. Failure to seal may allow water to drip on live parts and will

void warranty. Hubs shall be properly installed and tightened to maintain Type 3R integrity of the manual transfer switch enclosure.

- E. Contractor shall terminate feeder conductors, load conductors and ground per the manufacturer's instructions. All field wiring terminations shall be torqued as required per the instructions on the manual transfer switch's power distribution block, circuit breaker and ground lug.

### 3.2 FIELD TESTING

- A. Prior to energizing manual transfer switch, the Contractor shall perform the following checks and tests as a minimum:
  - 1. Verify mounting and connections are complete and secure.
  - 2. Verify internal components and wiring are secure.
  - 3. Perform continuity check of all circuits.
  - 4. Perform 1,000 VDC megger test on feeder, load and ground cables.
  - 5. Verify dead front is secure.
  - 6. With the manual transfer switch dead-front in place and the main access door closed and properly latched, actuate both Operator Mechanisms; verify only one (1) breaker at a time can be turned to the "ON" position.
  - 7. Confirm operation of the manual transfer switch ground receptacle by attaching a plug to the manual transfer switch ground receptacle and then verify that the plug is grounded to the facility ground.
  - 8. Once utility power has been applied, confirm operation of manual transfer switch by following directions on main access door.

### 3.3 WARRANTY

- A. The manual transfer switch shall be guaranteed against defective parts or workmanship for a period of one (1) year from the date of final inspection and acceptance. Warranty conditions shall be included in submittals. Warranty shall include all parts and labor, including travel to and from the job site and expenses and equipment necessary to perform replacement and and/or repairs.

END OF SECTION 263623



## Gerry D. Vincent

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**From:** Kevin R Vaughn <kevin.vaughn@cummins.com>  
**Sent:** Monday, April 4, 2022 12:43 PM  
**To:** Gerry D. Vincent  
**Subject:** Town of Angier Municipal Facility Quote Attached  
**Attachments:** Town of Angier Municipal Facility Q-109988-20220404-1240.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Gerry

Attached you will find Cummins' quotation for the above referenced project. Should you have any questions concerning this information, please do not hesitate to contact me. Thank you for allowing Cummins Inc. this opportunity.

Best Regards

Kevin Vaughn  
Senior Sales Executive  
South Region  
Cummins Sales and Service  
350 Cummins Drive  
Kenly, NC. 27542  
Cell 919-906-4906  
kevin.vaughn@cummins.com  
<http://salesandservice.cummins.com/>



PowerSuite for generator sizing, technical literature, and specifications: <https://powersuite.cummins.com/en>  
Power Hour for regularly scheduled technical Webinars: <http://now.cummins.com/powerhour>  
TechStream for technical papers and resources: <http://now.cummins.com/techstream>



# Sales and Service

Project: Town of Angier Municipal Facility  
Quotation: Q-109988-20220404-1240

April 4, 2022

To

Gerald Vincent  
Town of Angier  
55 N. BROAD ST  
ANGIER NORTH CAROLINA 27501

Prepared by

Kevin Vaughn  
(919) 906-4906  
kevin.vaughn@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	DQDAA, Genset, Configurable Diesel U.S. EPA, Stationary Emergency Application 250DQDAA, Diesel Genset, 60Hz, 250kW Duty Rating-Standby Power (ESP) Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency Fuel Tank-Sub Base, 500 Gallon, UL142 Compliant Compliance-Fuel Tank, Florida Listing, ULC-S601-07 Fuel Tank-Dual Wall Sub-Base, 24 Hour Minimum Capacity Listing-UL 2200 Alarm-High Fuel Fill Fuel Water Separator Spill/Fill Box-Fuel Control Mounting-Left Facing PowerCommand 2.3 Controller Relays-Genset Status, User Configured Stop Switch-Emergency Alarm-Audible, Engine Shutdown Stop Switch-Emergency, Externally Mounted Signals-Auxiliary, 8 Inputs/8 Outputs Control Display Language-English Circuit Breaker or Entrance Box or Terminal Box-Right Only Terminal Box-Low Voltage, Left-None Circuit Breaker-400A, Right Circuit Breaker on Right side, 3-Pole, UL 600, IEC 690 100% Load Connections Left Side-None Bottom Entry, Right Shunt Trip-24 Volts DC, Single Circuit Breaker Engine Governor-Electronic, Isochronous Engine Starter-24 Volt DC Motor Engine Air Cleaner-Normal Duty Battery Charging Alternator External Battery Charger-12 Amp, Regulated Engine Cooling-Radiator, High Ambient Air Temperature, Ship Fitted Shutdown-Low Coolant Level Engine Coolant-50% Antifreeze, 50% Water Mixture Exciter/Regulator-Permanent Magnet Generator, 3 Phase Sensor Coolant Heater-120V, Single Phase Voltage-277/480, 3 Phase, Wye, 4 Wire Engine Oil Standby 5 Year 2500 Hour Parts+Labor+Travel Alternator-60Hz, 12 Lead, Broad Range, 105C Literature-English Packing-None, Base Mounted Housing Steel Sound Attenuated Level 2 Enclosure, with Exhaust System Enclosure Color-Sandstone, Steel Wind Rating-150 MPH, Steel Housing	1
2	Remote E-Stop. Shipped loose, installed by others. Surface Mount, Nema 3R, Breakglass ST120SN3RSL. Clear Hinged Cover, lockable PILCLHCOV5.	1
3	Annunciator-Panel Mounted With Enclosure (RS485)	1
4	Two (2) Automatic Transfer switches, 260 amps, 480v, 3 phase, 4-pole, Nema 1 enclosure. 5 year warranty. One (1) Manual Transfer Switch with integrated quick connects. 400 amps, 480v, 3 phase, 3-pole, Nema 3R enclosure. 5 year warranty.	1

Quotation: Q-109988-20220404-1240





Item	Description	Qty
5	Service - start up & testing. 2 Hour Resistive Load Bank, 1 Hour Owner Training.	1

**TOTAL: \$ 108,760.00**

OPTIONS:

Adder for 42 hour fuel tank \$4,225.00.

Quote value does not include any tax.

EXCEPTIONS AND CLARIFICATIONS:

1. The above proposal is based upon specification 26 32 13 and drawing E600 only. No other specification or drawing information is included into our priced scope of supply.
2. Acknowledge addendum dated 3/31/22.
3. Shipped loose items to be installed by others.
4. 2.2.B Providing upsized generator to meet oversized alternator specification.
5. 2.5.A Color of unit is sandstone.
6. 2.2.V Providing 24 hour sub base fuel tank per specification 1.1.A. If 42 hour tank is needed an adder of \$4,225 will apply.
7. 2.2.U Providing remote emergency stop button in lieu of service entrance rated breaker. Or disconnect can be installed by others.
8. 2.4.D  
Providing remote emergency stop button in lieu of stop button on remote annunciator.
9. 2.5.D Average sound attenuation 71.4dba.
10. Package dimensions L-222", W- 82" (86" with lifting eyes) H- 108.2". With 42 hour tank L- 222", W-82" (86" with lifting eye), H- 128".
11. Spec 2.1.B & C & D - Quoting both switches as J frame 260A to meet withstand of 35K.
12. Spec 3.2.A - ATSS warranties period begins at date of shipment.
13. If needed per NFPA 30, additional cost will apply, and field tank pressure testing does not include permitting for the fire marshal.
14. Independent testing is to be provided by others.
15. Infrared Scanning is to be provided by others.
16. All Fuel filling is to be provided by others.
17. Cleaning is to be provided by others.
18. Concrete Pad is to be provided by others.
19. Local & State noise emissions are unknown.
20. Common pipe, conduit, or wire required for installation is to be provided by others.
21. All installation is to be provided by others.
22. Coordination study and arc flash study is to be provided by others.
23. All NETA testing is to be provided and performed by others.

NOTES:

- Current Submittal Lead Time: xx weeks
- Current Production Lead Time (after receipt of approved submittal and accepted PO):
  - Transfer Switch(es): 28 weeks
  - Generator: 44 weeks
- Proposal based upon supplied xxxx documents dated xx/xx/xxxx only.



## Sales and Service

Project: Town of Angier Municipal Facility  
Quotation: Q-109988-20220404-1240

- Price quoted is F.O.B. factory with freight allowed to the first U.S. destination.
- Price does not include any applicable taxes unless listed above.
- All ship loose items installed by others.
- Unloading, installation, and fuel are not included and will be the responsibility of others.
- Indoor Generator:
  - All exhaust and fuel piping provided by others. All calculations for determining of sizing of exhaust and fuel piping sizes provided by others.
  - Providing xx grade muffler and stainless-steel flex connector(s) only. All other piping, accessories and installation are provided by others.
- Natural Gas or LP Gas Generator:
  - Main gas regulator, flex piping and stepdown regulator provided by others. Installation of main gas regulator not done by Cummins Personnel
  - Gas Pressure – For generators between 20kW-200kW 6-14 inches H2O to engine, for generators 250kW - 750kW 15-20 inches H2O to engine– Main gas supply should be 5 PSI+ feeding a step-down regulator located as close to the engine as possible. Line should be dedicated to the generator.
- Warranty: Cummins x-year warranty begins at the successful completion of startup and testing in lieu of acceptance or substantial completion.
- Startup & Training:
  - Providing Cummins standard startup and the specific testing listed above only. All other testing including NETA testing is provided by others.
  - Our proposal includes xx trips during normal business hours to complete the onsite services listed above. If additional trips or after-hours trips are required, additional cost will be incurred.
  - Training for maintenance personnel will be concurrent at time of startup unless otherwise noted.
  - No videotaping is included with this quotation. All taping is supplied by others.
- PMA: Generator Maintenance Agreement is not included and will be negotiated directly with the owner once equipment has been successfully started up and tested.
- *NOTICE: As a result of the outbreaks of the disease COVID-19 arising from the novel coronavirus, temporary delays in delivery, labor, or services from Cummins and its sub-suppliers or subcontractors may occur. Among other factors, Cummins' delivery is subject to correct and punctual supply from our sub-suppliers or subcontractors, and Cummins reserves the right to make partial deliveries or modify its labor or service. While Cummins shall make every commercially reasonable effort to meet the delivery, service, or completion described herein, such date(s) is(are) subject to change.*

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Kevin Vaughn, Power Generation Territory Manager  
[kevin.vaughn@cummins.com](mailto:kevin.vaughn@cummins.com)  
(919) 906-4906

**SUBMITTALS.** An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

**THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.**

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

\_\_\_\_\_  
Date





**Sales and  
Service**

Project: Town of Angier Municipal Facility  
Quotation: Q-109988-20220404-1240

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Purchase Order No

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## **TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT**

These Terms and Conditions for Sale of Power Generation Equipment, together with the Quote, Sales Order, and/or Credit Application on the front side or attached hereto, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

### **SCOPE**

Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. The Quote is based upon the assumption that the Equipment will be reasonably available and is not subject to unusual market fluctuations. In the event of unusual and/or unanticipated price fluctuations and/or shortage of materials ("Fluctuations"), Cummins reserves the right to adjust the estimated delivery time and/or the price to reflect such Fluctuations. Subject to the foregoing, any Quote is valid for 60 days, and the price is firm provided drawings are approved and returned within 60 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated. Cummins makes no representation or assurance as to the Equipment complying with any Buy America or Buy American laws, regulations, or requirements unless specifically provided in the Quote.

### **SHIPPING; DELIVERY; DELAYS**

Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined by Cummins, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use best efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result from Fluctuations or directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities.

**AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.**

### **PAYMENT TERMS; CREDIT; RETAINAGE**

Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment.

### **TAXES; EXEMPTIONS**

Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

### **TITLE; RISK OF LOSS**

Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

### **INSPECTION AND ACCEPTANCE**

Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

### **LIEN; SECURITY AGREEMENT**

Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

### **CANCELLATION; CHARGES**

Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after receipt of a purchase order for a generator already on order with the factory; or (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order; cancellation is received in Cummins' office 60 or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

### **MANUALS**

Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

### **TRAINING; START UP SERVICES; INSTALLATION**

Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

### **MANUFACTURER'S WARRANTY**

Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.





## WARRANTY PROCEDURE

Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

**LIMITATIONS ON WARRANTIES** THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

## INDEMNITY

Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

**LIMITATION OF LIABILITY** NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY UNDER THE WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## DEFAULT; REMEDIES

Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins.

Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

## CUSTOMER REPRESENTATIONS; RELIANCE

Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins makes no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

## CONFIDENTIALITY

Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

## GOVERNING LAW AND JURISDICTION

This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

## INSURANCE

Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

## ASSIGNMENT

This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

## INTELLECTUAL PROPERTY

Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

## MISCELLANEOUS

Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is written and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining





terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Equipment pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event of a conflict in the terms of this Agreement with any Customer terms or conditions or agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern. Cummins may incur additional charges which will be passed on to the Customer, as applicable.

#### **COMPLIANCE**

Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

**To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.**

☐ Check if this Agreement pertains to government work or facilities





# Sales and Service

Project: Town of Angier Municipal Facility  
Quotation: Q-109988-20220404-1240

April 4, 2022

To

Prepared by

Gerald Vincent  
Town of Angier  
55 N. BROAD ST  
ANGIER NORTH CAROLINA 27501

Kevin Vaughn  
(919) 906-4906  
kevin.vaughn@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	<p>DQDAA, Genset, Configurable Diesel</p> <p>U.S. EPA, Stationary Emergency Application</p> <p>250DQDAA, Diesel Genset, 60Hz, 250kW</p> <p>Duty Rating-Standby Power (ESP)</p> <p>Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency</p> <p>Fuel Tank-Sub Base, 500 Gallon, UL142 Compliant</p> <p>Compliance-Fuel Tank, Florida</p> <p>Listing, ULC-S601-07</p> <p>Fuel Tank-Dual Wall Sub-Base, 24 Hour Minimum Capacity</p> <p>Listing-UL 2200</p> <p>Alarm-High Fuel Fill</p> <p>Fuel Water Separator</p> <p>Spill/Fill Box-Fuel</p> <p>Control Mounting-Left Facing</p> <p>PowerCommand 2.3 Controller</p> <p>Relays-Genset Status, User Configured</p> <p>Stop Switch-Emergency</p> <p>Alarm-Audible, Engine Shutdown</p> <p>Stop Switch-Emergency, Externally Mounted</p> <p>Signals-Auxiliary, 8 Inputs/8 Outputs</p> <p>Control Display Language-English</p> <p>Circuit Breaker or Entrance Box or Terminal Box-Right Only</p> <p>Terminal Box-Low Voltage, Left-None</p> <p>Circuit Breaker-400A, Right Circuit Breaker on Right side, 3-Pole, UL 600, IEC 690 100%</p> <p>Load Connections Left Side-None</p> <p>Bottom Entry, Right</p> <p>Shunt Trip-24 Volts DC, Single Circuit Breaker</p> <p>Engine Governor-Electronic, Isochronous</p> <p>Engine Starter-24 Volt DC Motor</p> <p>Engine Air Cleaner-Normal Duty</p> <p>Battery Charging Alternator</p> <p>External Battery Charger-12 Amp, Regulated</p> <p>Engine Cooling-Radiator, High Ambient Air Temperature, Ship Fitted</p> <p>Shutdown-Low Coolant Level</p> <p>Engine Coolant-50% Antifreeze, 50% Water Mixture</p> <p>Exciter/Regulator-Permanent Magnet Generator, 3 Phase Sensor</p> <p>Coolant Heater-120V, Single Phase</p> <p>Voltage-277/480, 3 Phase, Wye, 4 Wire</p> <p>Engine Oil</p> <p>Standby 5 Year 2500 Hour Parts+Labor+Travel</p> <p>Alternator-60Hz, 12 Lead, Broad Range, 105C</p> <p>Literature-English</p> <p>Packing-None, Base Mounted Housing</p> <p>Steel Sound Attenuated Level 2 Enclosure, with Exhaust System</p> <p>Enclosure Color-Sandstone, Steel</p> <p>Wind Rating-150 MPH, Steel Housing</p>	1
2	Remote E-Stop. Shipped loose, installed by others. Surface Mount, Nema 3R, Breakglass ST120SN3RSL. Clear Hinged Cover, lockable PILCLHCOV5.	1
3	Annunciator-Panel Mounted With Enclosure (RS485)	1
4	Two (2) Automatic Transfer switches, 260 amps, 480v, 3 phase, 4-pole, Nema 1 enclosure. 5 year warranty. One (1) Manual Transfer Switch with integrated quick connects. 400 amps, 480v, 3 phase, 3-pole, Nema 3R enclosure. 5 year warranty.	1

Quotation: Q-109988-20220404-1240



Item	Description	Qty
5	Service - start up & testing. 2 Hour Resistive Load Bank, 1 Hour Owner Training.	1

**TOTAL: \$ 108,760.00**

OPTIONS:

Adder for 42 hour fuel tank \$4,225.00.

Quote value does not include any tax.

EXCEPTIONS AND CLARIFICATIONS:

1. The above proposal is based upon specification 26 32 13 and drawing E600 only. No other specification or drawing information is included into our priced scope of supply.
2. Acknowledge addendum dated 3/31/22.
3. Shipped loose items to be installed by others.
4. 2.2.B Providing upsized generator to meet oversized alternator specification.
5. 2.5.A Color of unit is sandstone.
6. 2.2.V Providing 24 hour sub base fuel tank per specification 1.1.A. If 42 hour tank is needed an adder of \$4,225 will apply.
7. 2.2.U Providing remote emergency stop button in lieu of service entrance rated breaker. Or disconnect can be installed by others.
8. 2.4.D  
Providing remote emergency stop button in lieu of stop button on remote annunciator.
9. 2.5.D Average sound attenuation 71.4dba.
10. Package dimensions L-222", W- 82" (86" with lifting eyes) H- 108.2". With 42 hour tank L- 222", W-82" (86" with lifting eye), H- 128".
11. Spec 2.1.B & C & D - Quoting both switches as J frame 260A to meet withstand of 35K.
12. Spec 3.2.A - ATSS warranties period begins at date of shipment.
13. If needed per NFPA 30, additional cost will apply, and field tank pressure testing does not include permitting for the fire marshal.
14. Independent testing is to be provided by others.
15. Infrared Scanning is to be provided by others.
16. All Fuel filling is to be provided by others.
17. Cleaning is to be provided by others.
18. Concrete Pad is to be provided by others.
19. Local & State noise emissions are unknown.
20. Common pipe, conduit, or wire required for installation is to be provided by others.
21. All installation is to be provided by others.
22. Coordination study and arc flash study is to be provided by others.
23. All NETA testing is to be provided and performed by others.

NOTES:

- Current Submittal Lead Time: xx weeks
- Current Production Lead Time (after receipt of approved submittal and accepted PO):
  - Transfer Switch(es): 28 weeks
  - Generator: 44 weeks
- Proposal based upon supplied xxxx documents dated xx/xx/xxxx only.





## Sales and Service

Project: Town of Angier Municipal Facility  
Quotation: Q-109988-20220404-1240

- Price quoted is F.O.B. factory with freight allowed to the first U.S. destination.
- Price does not include any applicable taxes unless listed above.
- All ship loose items installed by others.
- Unloading, installation, and fuel are not included and will be the responsibility of others.
- Indoor Generator:
  - All exhaust and fuel piping provided by others. All calculations for determining of sizing of exhaust and fuel piping sizes provided by others.
  - Providing xx grade muffler and stainless-steel flex connector(s) only. All other piping, accessories and installation are provided by others.
- Natural Gas or LP Gas Generator:
  - Main gas regulator, flex piping and stepdown regulator provided by others. Installation of main gas regulator not done by Cummins Personnel
  - Gas Pressure – For generators between 20kW-200kW 6-14 inches H2O to engine, for generators 250kW - 750kW 15-20 inches H2O to engine– Main gas supply should be 5 PSI+ feeding a step-down regulator located as close to the engine as possible. Line should be dedicated to the generator.
- Warranty: Cummins x-year warranty begins at the successful completion of startup and testing in lieu of acceptance or substantial completion.
- Startup & Training:
  - Providing Cummins standard startup and the specific testing listed above only. All other testing including NETA testing is provided by others.
  - Our proposal includes xx trips during normal business hours to complete the onsite services listed above. If additional trips or after-hours trips are required, additional cost will be incurred.
  - Training for maintenance personnel will be concurrent at time of startup unless otherwise noted.
  - No videotaping is included with this quotation. All taping is supplied by others.
- PMA: Generator Maintenance Agreement is not included and will be negotiated directly with the owner once equipment has been successfully started up and tested.
- *NOTICE: As a result of the outbreaks of the disease COVID-19 arising from the novel coronavirus, temporary delays in delivery, labor, or services from Cummins and its sub-suppliers or subcontractors may occur. Among other factors, Cummins' delivery is subject to correct and punctual supply from our sub-suppliers or subcontractors, and Cummins reserves the right to make partial deliveries or modify its labor or service. While Cummins shall make every commercially reasonable effort to meet the delivery, service, or completion described herein, such date(s) is(are) subject to change.*

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Kevin Vaughn, Power Generation Territory Manager  
[kevin.vaughn@cummins.com](mailto:kevin.vaughn@cummins.com)  
(919) 906-4906

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

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

Date \_\_\_\_\_

Quotation: Q-109988-20220404-1240



**Sales and  
Service**

Project: Town of Angier Municipal Facility  
Quotation: Q-109988-20220404-1240

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Purchase Order No

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## **TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT**

These Terms and Conditions for Sale of Power Generation Equipment, together with the Quote, Sales Order, and/or Credit Application on the front side or attached hereto, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

### **SCOPE**

Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. The Quote is based upon the assumption that the Equipment will be reasonably available and is not subject to unusual market fluctuations. In the event of unusual and/or unanticipated price fluctuations and/or shortage of materials ("Fluctuations"), Cummins reserves the right to adjust the estimated delivery time and/or the price to reflect such Fluctuations. Subject to the foregoing, any Quote is valid for 60 days, and the price is firm provided drawings are approved and returned within 60 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated. Cummins makes no representation or assurance as to the Equipment complying with any Buy America or Buy American laws, regulations, or requirements unless specifically provided in the Quote.

### **SHIPPING; DELIVERY; DELAYS**

Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined by Cummins, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use best efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result from Fluctuations or directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities.

**AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.**

### **PAYMENT TERMS; CREDIT; RETAINAGE**

Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment.

### **TAXES; EXEMPTIONS**

Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

### **TITLE; RISK OF LOSS**

Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

### **INSPECTION AND ACCEPTANCE**

Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

### **LIEN; SECURITY AGREEMENT**

Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

### **CANCELLATION; CHARGES**

Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (ii) 25% of total order price if cancellation is received in Cummins' office 60 or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

### **MANUALS**

Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

### **TRAINING; START UP SERVICES; INSTALLATION**

Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

### **MANUFACTURER'S WARRANTY**

Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.





## WARRANTY PROCEDURE

Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

**LIMITATIONS ON WARRANTIES** THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

## INDEMNITY

Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

**LIMITATION OF LIABILITY** NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY UNDER THE WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## DEFAULT; REMEDIES

Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins.

Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

## CUSTOMER REPRESENTATIONS; RELIANCE

Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins makes no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

## CONFIDENTIALITY

Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

## GOVERNING LAW AND JURISDICTION

This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

## INSURANCE

Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

## ASSIGNMENT

This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

## INTELLECTUAL PROPERTY

Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

## MISCELLANEOUS

Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining





terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Equipment pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event of a conflict in the terms of this Agreement with any Customer terms or conditions or agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern. Cummins may incur additional charges which will be passed on to the Customer, as applicable.

#### **COMPLIANCE**

Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the Importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

**To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.**

☐ Check if this Agreement pertains to government work or facilities



## Board of Commissioners Agenda Report

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

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<b>MEETING DATE:</b>	May 17, 2022
<b>PREPARED BY:</b>	Gerry Vincent
<b>ISSUE</b>	Town Manager's Recommended FY22-23 Budget Message
<b>CONSIDERED:</b>	
<b>DEPARTMENT:</b>	Administration

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### SUMMARY OF ISSUE:

The Town Manager's recommended budget is presented to you tonight, an advertisement will be published in the local newspaper for a Public Hearing for June 21<sup>st</sup>, at 6:30pm. The days in between May 18<sup>th</sup> and June 20<sup>th</sup>, staff, Directors, and Commissioners will schedule meetings to thoroughly review tonight's recommended budget.

Although, the recommended budget does not encompass all requests, it does cover top priorities discussed by the Town Manager, staff, and the Board of Commissioners.

### FINANCIAL IMPACT:

**RECOMMENDATION:** N/A

### REQUESTED MOTION:

### REVIEWED BY TOWN MANAGER:

This has been reviewed by the Town Manager.

**Attachments:** Town Manager's FY22-23 Budget Message





## Town of Angier

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

Robert K. Smith  
Mayor

Gerry Vincent  
Town Manager

Veronica Hardaway  
Town Clerk

### **Budget Message** **Fiscal Year 2022-23** *(Revised 5.10.2022)*

May 17, 2022

Honorable Mayor and Board of Commissioners:

It is my pleasure to submit to you the Manager's recommended budget for your consideration for FY 2022-23. As required by NC State Statute 159-11 (b), the proposed budget is balanced and includes many of the goals, objectives and strategies from the Board of Commissioners, as discussed and outlined during the Town's Annual Retreat.

On March 25th, the Board of Commissioners and staff held its Annual Board Retreat in Angier. During the course of the day, the following financial strategies and recommendations were adopted:

1. Authorized the Town Manager to negotiate an agreement with Harnett County regarding the Library Consolidation Plan;
2. Authorized to proceed with a proposed stormwater fee for both residential and commercial properties (Will be discussed for consideration at a future scheduled workshop);
3. Authorized to proceed with "Concept A" to bid the Farmer's Market Project;
4. Authorized to continue to proceed with the new construction of town hall/police building;
5. Authorized to "chip" away at the priority projects, as identified in the Capital Improvement Plan;
6. Authorized to budget for anticipated "new" positions, as presented by the departments;



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In addition, staff will continue to proceed with the approved American Rescue Plan (ARP) funding from the State Fiscal Recovery Fund as follows:

1. 1.25 MG Wastewater Treatment Capacity Upgrade (Harnett County Regional Wastewater Treatment Plant)	\$3,293,750
2. Water Distribution Core System Replacement	\$4,250,000
3. Elevated Water Storage Tank Replacement	\$2,456,250
4. SW Basin Drainage Study	<u>\$400,000</u>
	\$10,400,000

The highlights of the proposed budget are as follows:

General Fund:

- Ad Valorem Tax Rate will remain level at \$0.53/\$100 property valuation (Proposed budget does NOT recommend “revenue-neutral”, due to Harnett County’s comprehensive reappraisal of real property, which has not been performed for more than 17 years).
- General Fund Budget for FY22 is being proposed at \$7,001,372 (+2.5%);
- Utility Fund Budget for FY22 is being proposed at \$3,369,933 (-28.6%); the reduction is due, in part, to the refunding/refinancing of existing loans, less capital outlay, and legal;
- Solid Waste Services Contract with Carolina Trash, Inc. will increase by 4.5% due to fuel increases;
- Six (6) new positions are being proposed as follows: Police (2), Public Works/Utilities (2), Planning (1), and Finance (1);
- 4% Cost of Living (COLA)/Market Adjustment Effective July 1<sup>st</sup> for all full-time employees;
- Worker’s Compensation increased by 47% due to claims in FY22;
- Health Reimbursement Account (HRA) was reduced by \$1,000 for all full-time employees (Employees pay the first \$2,000/Town \$2,000);





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- NC Retirement System continues to increase by the State (LGERS to 12.1%, and LEOS to 13.1%;
- The Jack Marley Park Comprehensive & Master Plan recommended to continue with renovations and additions such as:
  - New Entrance Sign
  - Office (Exterior) Renovations;
  - Playground Equipment;
  - Rip Rap (Ditch Line) along newly installed Dog Park;
- Willow Street/Junny Road Sidewalk Project (Engineering costs only);
- Hwy 210 Drainage & Sidewalk Project will carry over into FY23 and scheduled for completion in September;
- Planning/Community Development proposing a number of downtown improvements;
- Health Insurance rates with Cigna began at an 30% increase; however, was negotiated to 8%;
- Public Works will schedule the widening of Wilma Street once the developer installs its required improvements, along with other scheduled projects;

### Utility Fund:

- A fee increase of 2.5% based on the Five-Year Rate & Fee Schedule presented by EnviroLink Inc. and adopted by the Board of Commissioners; the proposed increase only affects the sewer (flat) rate to maintain the operations of the system and to cover debt service;

In addition, I would like to thank our entire staff for their hard work, support and inclusiveness during this budget process. A special thank you to the Town's Department Heads, especially Veronica Hardaway, Melissa Wilder and Hans Kalwitz for the long hours and assistance in preparing this budget. In addition,



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thank you to every single employee for their dedicated service to provide superior service throughout the year.

In summary, as the Town Manager's Recommended Budget is presented to you tonight, an advertisement will be published in the local newspaper for a Public Hearing for June 21<sup>st</sup>, at 6:30pm. The days in between tomorrow, May 18th and June 20, staff, directors and commissioners will schedule meetings to thoroughly review tonight's recommended budget.

Lastly, although the recommended budget does not encompass all requests, but it does cover top priorities discussed by the Town Manager, staff and the Board of Commissioners.



# OLD BUSINESS



## Board of Commissioners Agenda Report

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

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**MEETING DATE:** May 17, 2022  
**PREPARED BY:** Sean Johnson  
**ISSUE:** Voluntary Annexation Petition  
**CONSIDERED:**  
**DEPARTMENT:** Planning & Inspections

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### SUMMARY OF ISSUE:

Staff has received a voluntary annexation petition from Vann Stephenson for approximately 74.716 acres located at 1251 N. Raleigh Street, Angier, NC (Harnett PIN: 0674-46-8078.000).

The Town Clerk has investigated the sufficiency of the annexation petition, and the next step is for the Board to set the date for the Public Hearing as June 7, 2022.

Attached is the voluntary annexation petition and boundary survey for your review.

**FINANCIAL IMPACT:** N/A

**RECOMMENDATION:** N/A

**REQUESTED MOTION:** I move to set the date for the Public Hearing as June 7, 2022 for the annexation petition submitted by Vann Stephenson.

**REVIEWED BY TOWN MANAGER:**

**Attachments:**

Voluntary Annexation Petition  
Property Survey





## Town of Angier

Robert K. Smith  
Mayor

Gerry Vincent  
Town Manager

**Resolution No.:** R012-2022  
**Date Submitted:** May 17, 2022  
**Date Adopted:** May 17, 2022

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

**WHEREAS**, the Town of Angier received a Petition submitted on March 31, 2022, by owners Dwight & Eloise Stephenson requesting Annexation of an area described in said Petition a tract of land totaling approximately 74.716 acres located at 1251 N. Raleigh Street, Angier, NC inclusive to Harnett County (Harnett PIN: 0674-46-8078.000); and

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

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

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

Section 1. A Public Hearing on the Request for Annexation of the area described herein will be held inside the Angier Municipal Building Board Room at 6:30 PM on Tuesday, June 7, 2022.

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

#### LEGAL DESCRIPTION

*Being 74.716 acres located at 1251 North Raleigh Street, Angier, NC; Harnett County, North Carolina; Deed Book 551 page 264 and Deed Book 652 page 677:*

*BEGINNING at an existing iron stake on the western right of way of N.C. Highway # 55, having NC Grid Coordinates of N -646,340.025 E - 2,076,466.896; and being the POINT OF BEGINNING: THENCE South 89 degrees 49 minutes 50 seconds East for a distance of 51.88 feet to a point in the centerline of NC # 55; THENCE South 16 degrees 50 minutes 22 seconds East for a distance of 89.39 feet to a point in the centerline of NC # 55; THENCE South 16 degrees 35 minutes 04 seconds East for a distance of 249.56 feet to a point in the centerline of NC # 55; THENCE South 89 degrees 50 minutes 00 seconds West for a distance of 213.19 feet to an existing iron stake; THENCE South 76 degrees 59 minutes 08 seconds West for a distance of 125.58 feet to an existing iron stake; THENCE South 00 degrees 23 minutes 49 seconds West for a distance of 240.13 feet to an existing iron stake; THENCE North 89 degrees 36 minutes 11 seconds West for a distance of 385.37 feet to an existing*





## Town of Angier

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Mayor

Gerry Vincent  
Town Manager

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## Town of Angier

Robert K. Smith  
Mayor

Gerry Vincent  
Town Manager

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Together with and subject to covenants, easements, and restrictions of record. Said property contains 74.716 acres more or less.

Section 3. Notice of the Public Hearing shall be published in *The Daily Record*, a newspaper having general circulation in the Town of Angier, North Carolina, at least ten (10) days prior to the date of the June 7, 2022, Public Hearing.

*Adopted by the Angier Board of Commissioners on this the 17<sup>th</sup> day of May, 2022.*

ATTEST:

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

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



## Town of Angier

Robert K. Smith  
Mayor

Gerry Vincent  
Town Manager

**Date Authorized to Investigate the  
Sufficiency of the Annexation  
Request:** April 5, 2022

### CERTIFICATE OF SUFFICIENCY

*During its April 5, 2022, Board of Commissioners' meeting, the Town of Angier Clerk was directed to Investigate the Sufficiency of the Petition to Annex submitted by property owners Dwight & Eloise Stephenson, March 31, 2022.*

To the Angier Board of Commissioners, I, Veronica Hardaway, Town Clerk for the Town of Angier, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the areas described therein, in accordance General Statute § 160A – 58.1.

This confirms the Sufficiency of the Petition.

In witness whereof, I have hereunto set my hand and affixed the Seal of the Town of Angier, North Carolina, this the 28<sup>th</sup> day of April, 2022.



ATTEST:

*Veronica Hardaway*  
Veronica Hardaway, Town Clerk





# NOTES

AREA BY COORDINATES.

THIS PROPERTY IS NOT LOCATED IN A FEMA MAPPED FLOOD HAZARD AREA. FEMA MAP # 3720067400K, ZONE X, EFF. DATE 10/3/2006.

SUBJECT TO ABOVE AND OR UNDERGROUND UTILITIES AND OR EASEMENTS.

I HEREBY CERTIFY THAT THIS PLAT FOR ANNEXATION HAS FOLLOWED ALL REQUIREMENTS AND PROCEDURES AND A PUBLIC HEARING WAS HELD BY THE TOWN OF ANGIER. THE PROPERTY HEREIN DESCRIBED, THE TOWN BOARD OF COMMISSIONERS OF THE TOWN OF ANGIER ADOPTED THE RESOLUTION TO ANNEX ON:

DATE: WITH THE EFFECTIVE DATE OF ANNEXATION ON:

DATE:

TOWN CLERK:

## OWNER DEDICATION CERTIFICATE

I (WE) CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE JURISDICTION OF THE TOWN OF ANGIER AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED. FURTHERMORE, I HEREBY DEDICATE ALL SANITARY SEWER, STORM SEWER AND WATER LINES TO THE TOWN OF ANGIER.

OWNER SIGNATURE: DATE: PRINT NAME: OWNER SIGNATURE: DATE: PRINT NAME: OWNER SIGNATURE: DATE: PRINT NAME:

## LEGEND

- CMS - CONCRETE MONUMENT SET
- CS - EXISTING CONCRETE MONUMENT
- EIP - EXISTING IRON PIPE
- ES - EXISTING IRON STAKE
- ENG - EXISTING REMAIN
- ECS - EXISTING COTTON SPIKE
- EPK - EXISTING PK NAIL
- EN - EXISTING NAIL
- ERS - EXISTING RAILROAD SPIKE
- IPS - IRON PIPE SET
- IRS - IRON STAKE SET
- RSS - RAILROAD SPIKE SET
- NS - NAIL SET
- PHS - PK OR MAG. NAIL SET
- R/W - RIGHT OF WAY
- CL - CENTERLINE
- B.M. - BOOK OF MAPS
- P.B. - PLAT BOOK
- M.B. - MAP BOOK
- D.B. - DEED BOOK
- SB - SET BACK
- EP - EXISTING PAVEMENT
- ECS - EXISTING COTTON SPIGULE
- CS - COTTON SPIGULE SET
- D - DRAINAGE
- G - GAS LINE
- S - SANITARY SEWER
- W - WATER
- E - ELECTRIC
- T - TELEPHONE
- FH - FIRE HYDRANT
- WM - WATER METER
- WV - WATER VALVE
- CS - SEWER CLEAROUT
- TP - TELEPHONE PEDESTAL
- UP - UTILITY POLE
- EL - ELEVATION
- MH - MANHOLE
- BC - BACK OF CURB
- WAC - HEAT/AC UNIT
- CP - COMPUTED POINT
- BFE - BASE FLOOD ELEVATION
- NCGS - NORTH CAROLINA GEODETIC SURVEY
- FEMA - FEDERAL EMERGENCY MANAGEMENT AGENCY

L. BENTON W. DEWAR, CERTIFY THAT THIS PLAT WAS PREPARED UNDER SUPERVISION FROM AN ACTING SURVEYOR (AS IDENTIFIED) AS REQUIRED BY THE SURVEYING ACT. THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS SUCH AND WERE PLATTED FROM INFORMATION AS REFERENCED HEREON. THAT THE BASIS OF PRECISION AS CALCULATED WAS 1:15,000, AND THAT THE GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) WAS USED TO PERFORM A PORTION OF THIS SURVEY AND THE FOLLOWING INFORMATION WAS USED:

CLASS OF SURVEY: A

POTENTIAL ACCURACY: 0.03

TYPE OF GPS FIELD PROCEDURE: RTK

DATES OF SURVEY: JULY - DECEMBER 2021

SKETCH/NOTES: NONE

PUBLISHED/UNPUBLISHED: NONE

COORDINATE FACTOR: NAD 83 (2011)

COORDINATE SYSTEM: NAD 83 (2011)

UNITS: US SURVEY FOOT

VERTICAL DATUM: NAVD 88

CLASS OF SURVEY: A

POTENTIAL ACCURACY: 0.03

TYPE OF GPS FIELD PROCEDURE: RTK

DATES OF SURVEY: JULY - DECEMBER 2021

SKETCH/NOTES: NONE

PUBLISHED/UNPUBLISHED: NONE

COORDINATE FACTOR: NAD 83 (2011)

COORDINATE SYSTEM: NAD 83 (2011)

UNITS: US SURVEY FOOT

VERTICAL DATUM: NAVD 88

EXISTING TOWN OF ANGIER CORPORATE LIMITS

RAWLS CHURCH ROAD

NCSR # 1415

EXISTING 60' PUBLIC R/W

R/W CL

R/W

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Robert K. Smith  
Mayor

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



Veronica Hardaway  
Town Clerk

Gerry Vincent  
Town Manager

## **PROCEDURE FOR VOLUNTARY ANNEXATION PETITION**

### **THE PROCESS:**

*(Time Frame: 60 - 90 days)*

1. Petition and all required information (see checklist) must be submitted to Town Clerk at least seven (7) calendar days before next regular Town Board meeting, which is held the 1st Tuesday of each month.
2. Petition placed on Town Board agenda for next available regular meeting – 1st Tuesday of each month.
3. Town Board may then direct the Town Clerk to investigate the sufficiency of the petition.
4. Town Clerk investigates, and if all is in order, presents Certificate of Sufficiency to Board at next regular meeting – approximately 30 days later.
5. Town Board adopts resolution setting a public hearing at next available public hearing session – approximately 30 days later.
6. Public Hearing held as advertised.
7. Annexation Ordinance may be adopted after the public hearing is complete.
8. Town Clerk notifies required agencies of approved annexation.

### **SUBMITTAL CHECKLIST:**

☒ **One completed annexation petition**

☒ **Annexation fee: \$250**

☒ **Eight paper copies and one PDF copy of survey map of property proposed for annexation showing:**

- The property in relationship to the primary corporate limits of the Town. (If the petition is for a non-contiguous annexation the distance from the primary corporate limits must be shown.)
- County tax map/parcel number(s) and /or PIN numbers

☒ **One copy of the recorded deed to the property showing current owner(s)**

- All owners of property being petitioned for annexation must sign the petition. (Signatures on petition must appear as shown on the deed)

☒ **Attach metes and bounds description** ON PLAT

N/A ☐ **Statement of vested rights, if applicable**

- Attach a letter certifying vested rights, if any, from the government entity granting the vested rights. (If you are not certain of this information, contact the Planning Department)

N/A ☐ **Complete and attach applicable signature page** (Individual, Corporation, Partnership)

**TO BOARD OF COMMISSIONERS OF THE TOWN OF ANGIER, NC:**





Robert K. Smith  
Mayor

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



Veronica Hardaway  
Town Clerk

Gerry Vincent  
Town Manager

1. I/We the undersigned owners of real property respectfully request that the area as referenced by the **attached survey map and metes and bounds description be annexed** into the Town of Angier, North Carolina.

2. The area to be annexed is  
( ) contiguous, ( ) non-contiguous  
to the Town of Angier.  
*(If contiguous, this annexation will include all intervening rights-of-way for streets, railroads and other areas as stated in G.S. 160-31(f).)*

3. Harnett/Wake County Property Identification Number(s) (PIN):  
\_\_\_\_\_  
\_\_\_\_\_

4. Have vested rights been established with regard to this property under N.C.G.S. 160A-385.1 or G.S. 153A-344.1?  
( ) Yes ( ) No  
*If "yes", proof of vested rights must be attached.*

5. I/We the undersigned owners of real property acknowledge and accept the provision that the Town of Angier will provide the property such municipal services it presently provides other lands within its corporate limits, except sewer services (inasmuch as the land is not within a reasonable proximity to the Town sewer lines and the drainage basin for the property makes the provision of sewer services financially impracticable).

6. We hereby certify that all information given with regard to this property is true and accurate to the best of my/our knowledge and is signed by **all** owners of the property being petitioned for annexation. Attached is the applicable signature page:

- ☒ Individual(s)  
☐ Corporation  
☐ Partnership  
☐ LLC

**Complete is property if owned by INDIVIDUAL(S).**



## Town of Angier

P.O. Box 278

Angier, NC 27501

919-639-2071



Robert K. Smith  
Mayor

Veronica Hardaway  
Town Clerk

**Gerry Vincent**  
Town Manager

*(Both husband and wife must sign if property is owned jointly and all signatures must be the same as those that appear on recorded deed)*

**Petitioned Property PIN #:** 0674-46-8078

1. VANN STEPHENSON  
(Owner - Print Name)

4808 ABERCROFT PLACE,  
FUQUAY VARINA, NC 27526  
(Mailing Address)

(Owner's Signature)

2. \_\_\_\_\_  
(Owner - Print Name)

(Mailing Address)

(Owner's Signature)

3. \_\_\_\_\_  
(Owner - Print Name)

(Mailing Address)

(Owner's Signature)

State of North Carolina, County of Wake

I, Rosemary T. Boles, a Notary Public for said County and State, do hereby certify that Vann Stephenson personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 3<sup>rd</sup> day of March, 2022. My  
commission expires Feb. 1, 2025.

Notary Public

ROSEMARY T. BOLES  
NOTARY PUBLIC  
WAKE COUNTY, N.C.  
My Commission Expires 2-1-2025.



## LEGAL DESCRIPTION

Being 74.716 acres located at 1251 North Raleigh Street, Angier, NC; Harnett County, North Carolina; Deed Book 551 page 264 and Deed Book 652 page 677:

BEGINNING at an existing iron stake on the western right of way of N.C. Highway # 55, having NC Grid Coordinates of N -646,340.025 E - 2,076,466.896; and being the POINT OF BEGINNING: THENCE South 89 degrees 49 minutes 50 seconds East for a distance of 51.88 feet to a point in the centerline of NC # 55; THENCE South 16 degrees 50 minutes 22 seconds East for a distance of 89.39 feet to a point in the centerline of NC # 55; THENCE South 16 degrees 35 minutes 04 seconds East for a distance of 249.56 feet to a point in the centerline of NC # 55; THENCE South 89 degrees 50 minutes 00 seconds West for a distance of 213.19 feet to an existing iron stake; THENCE South 76 degrees 59 minutes 08 seconds West for a distance of 125.58 feet to an existing iron stake; THENCE South 00 degrees 23 minutes 49 seconds West for a distance of 240.13 feet to an existing iron stake; THENCE North 89 degrees 36 minutes 11 seconds West for a distance of 385.37 feet to an existing iron pipe; THENCE North 00 degrees 23 minutes 49 seconds East for a distance of 198.00 feet to an existing iron stake; 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Together with and subject to covenants, easements, and restrictions of record.

Said property contains 74.716 acres more or less.



FOR REGISTRATION  
Matthew S. Willis  
REGISTER OF DEEDS  
Harnett County, NC  
2021 AUG 30 09:36:27 AM  
BK:4036 PG:383-387  
FEE:\$26.00  
INSTRUMENT # 2021020163

TWESTER



Prepared by/Hold for: Adams, Howell, Sizemore & Adams, P.A.  
728 N. Raleigh St., Suite B1  
Angier, North Carolina 27501

#### NORTH CAROLINA STATUTORY SHORT FORM POWER OF ATTORNEY

**NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE DEFINED IN CHAPTER 32C OF THE NORTH CAROLINA GENERAL STATUTES, WHICH EXPRESSLY PERMITS THE USE OF ANY OTHER OR DIFFERENT FORM OF POWER OF ATTORNEY DESIRED BY THE PARTIES CONCERNED.**

#### IMPORTANT INFORMATION

This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). Your agent will be able to make decisions and act with respect to your property (including your money) whether or not you are able to act for yourself. The meaning of authority over subjects listed on this form is explained in the North Carolina Uniform Power of Attorney Act.

This power of attorney does not authorize the agent to make health-care decisions for you.

You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until you die or revoke the power of attorney or the agent resigns or is unable to act for you.

Your agent is entitled to reasonable compensation unless you state otherwise in the Additional Provisions and Exclusions.

This form provides for designation of one agent, a successor agent, and a second successor agent. If you wish to name more than one agent, successor agent, and second successor agent, you may name a coagent, successor coagent, or second successor coagent in the Additional Provisions and Exclusions. Coagents, successor coagents, or second successor coagents are not required to act together unless you include that requirement in the Additional Provisions and Exclusions.

If your agent is unable or unwilling to act for you, your power of attorney will end unless you have named a successor agent. You may also name a second successor agent.

This power of attorney becomes effective immediately.

If you have questions about the power of attorney or the authority you are granting to your agent, you should seek legal advice before signing this form.

DESIGNATION OF AGENT

I, Dwight Jewit Stephenson, name the following person as my agent:

(Name of Principal)

Name of Agent: Eloise Pleasant Stephenson

DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

If my agent is unable or unwilling to act for me, I name as my successor agent:

Name of Successor Agents: Dwight Franklin Stephenson, Philip Ray Stephenson and Vann Kirk Stephenson

If my successor agent is unable or unwilling to act for me, I name as my second successor agent:

Name of Second Successor Agent: \_\_\_\_\_

*INITIAL below if you want to give an agent the power to name a successor agent.*

☐ I give to my acting agent the full power to appoint another to act as my agent, and full power to revoke such appointment, if no agent named by me above is willing or able to act.

GRANT OF GENERAL AUTHORITY

I grant my agent and any successor agent general authority to act for me with respect to the following subjects as defined in the North Carolina Uniform Power of Attorney Act, Chapter 32C of the General Statutes:

*(INITIAL each subject you want to include in the agent's general authority. If you wish to grant general authority over all of the subjects you may initial "All Preceding Subjects" instead of initialing each subject.)*

☐ Real Property

☐ Tangible Personal Property

☐ Stocks and Bonds

☐ Commodities and Options

☐ Banks and Other Financial Institutions

☐ Operation of Entity

☐ Insurance and Annuities

☐ Estates, Trusts, and Other Beneficial Interests

☐ Claims and Litigation

☐ Personal and Family Maintenance

☐ Benefits from Governmental Programs or Civil or Military Service

☐ Retirement Plans

☐ Taxes

☒ All Preceding Subjects



**GRANT OF SPECIFIC AUTHORITY (OPTIONAL)**

*Even if you have given your agent general authority to act on your behalf, your agent MAY NOT do any of the following specific acts for you UNLESS you expressly authorize it. If you wish your agent to have that additional authority, you should INITIAL only those additional specific authorities you WANT to give your agent.*

*(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL ONLY those specific authorities you WANT to give your agent.)*

In addition to the General Authority I have given my agent, I expressly authorize my agent to do the following specific acts:

*(INITIAL each subject you want to include in the agent's general authority. If you wish to grant general authority over all of the subjects you may initial "All Preceding Subjects" instead of initialing each subject.)*

- ☐ Make a gift, subject to the limitations provided in G.S. 32C-2-217
- ☐ Create or change rights of survivorship
- ☐ Create or change a beneficiary designation
- ☐ Authorize another person to exercise the authority granted under this power of attorney
- ☐ Waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan
- ☐ Exercise fiduciary powers that I have authority to delegate
- ☐ Disclaim or refuse an interest in property, including a power of appointment
- ☐ Access the content of electronic communications

☒ All Preceding Subjects

# TRANSACTIONS THAT BENEFIT AGENT OR PERSONS TO WHOM AGENT OWES OBLIGATION OF SUPPORT

*Unless you expressly authorize it, your agent MAY NOT exercise authority under this power of attorney if the exercise of that authority benefits the agent or a person to whom the agent owes an obligation of support. You should INITIAL below ONLY if you WANT to give your agent that authority.*

~~073~~ My agent MAY exercise authority under this power of attorney to benefit my agent or any person to whom my agent owes an obligation of support.

## ADDITIONAL PROVISIONS AND EXCLUSIONS (OPTIONAL)

~~079~~ If my Successor Agents are to act on my behalf under this Power of Attorney, should my Agent be unable to do so, all surviving Successor Agents shall be required to act collectively (and not individually) on my behalf.

## EFFECTIVE DATE

This power of attorney is effective immediately.

## NOMINATION OF GUARDIAN (OPTIONAL)

INITIAL below ONLY if you WANT your acting agent to be your Guardian.

~~089~~ If it becomes necessary for a court to appoint a guardian of my estate or a general guardian, I nominate my agent acting under this power of attorney to be the guardian to serve without bond or other security.

## RELIANCE ON THIS POWER OF ATTORNEY

Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it unless that person knows it has terminated or is invalid.

## MEANING AND EFFECT

The meaning and effect of this power of attorney shall for all purposes be determined by the law of the State of North Carolina.

## SIGNATURE AND ACKNOWLEDGEMENT


  
Dwight Jewit Stephenson

4/22/2021  
Date

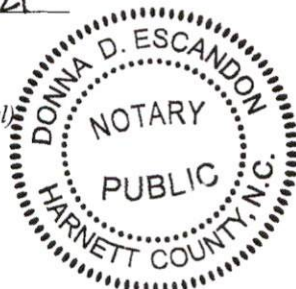
STATE OF NORTH CAROLINA  
COUNTY OF HARNETT

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document: Dwight Jewit Stephenson.

Date: 4/22/2021

  
Donna D. Escandon, Notary Public

(Official Seal)



My commission expires: March 8, 2026



**IMPORTANT INFORMATION FOR AGENT****Agent's Duties**

When you accept the authority granted under this power of attorney, a special legal relationship is created between you and the principal. This relationship imposes upon you legal duties that continue until you resign or your authority is terminated or the power of attorney is terminated or revoked. You must:

1. Do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest;
2. Act in good faith;
3. Do nothing beyond the authority granted in this power of attorney; and
4. Disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner: (Principal's Name) by (Your Signature) as Agent.

Unless the Additional Provisions and Exclusions in this power of attorney state otherwise, you must also:

1. Act loyally for the principal's benefit;
2. Avoid conflicts that would impair your ability to act in the principal's best interest;
3. Act with care, competence, and diligence;
4. Keep a record of all receipts, disbursements, and transactions made on behalf of the principal;
5. Cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects, or if you do not know the principal's expectations, to act in the principal's best interest;
6. Attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest; and
7. Account to the principal (or a person designated by the principal (if any)) in the Additional Provisions and Exclusions.

**Termination of Agent's Authority**

You must stop acting on behalf of the principal if you learn of any event that terminated or revoked this power of attorney or your authority under this power of attorney. Events that terminate a power of attorney or your authority to act under a power of attorney include:

1. Death of the principal;
2. The principal's revocation of the power of attorney or the termination of your authority;
3. The occurrence of a termination event stated in the power of attorney;
4. The purpose of the power of attorney is fully accomplished;
5. If you are married to the principal, your divorce from the principal, unless the Additional Provisions and Exclusions in this power of attorney state that your divorce from the principal will not terminate your authority; or
6. A guardian of the principal's estate or the principal's general guardian revokes the power of attorney or terminates your authority.

**Liability of Agent**

The meaning of the authority granted to you is defined in the North Carolina Uniform Power of Attorney Act as set forth in Chapter 32C of the North Carolina General Statutes. If you violate the North Carolina Uniform Power of Attorney Act or act outside the authority granted, you may be liable for any damages caused by your violation.

If there is anything about this document or your duties that you do not understand, you should seek legal advice.



## Board of Commissioners Agenda Report

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

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**MEETING DATE:** May 17, 2022  
**PREPARED BY:** Sean Johnson  
**ISSUE:** Voluntary Annexation Petition  
**CONSIDERED:**  
**DEPARTMENT:** Planning & Inspections

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### SUMMARY OF ISSUE:

Staff has received a voluntary annexation petition from Sandra V. Stephenson and Peggy V. Hardison for approximately 17.675 acres located on NC 55 W., Angier, NC (Harnett PINs: 0673-94-3543.000 & 0673-93-4853.000).

The Town Clerk has investigated the sufficiency of the annexation petition, and the next step is for the Board to set the date of the Public Hearing at the June 7, 2022 Board meeting.

Attached is the voluntary annexation petition and boundary survey for your review.

**FINANCIAL IMPACT:** N/A

**RECOMMENDATION:** N/A

**REQUESTED MOTION:** I move to set the date of the Public Hearing for June 7, 2022 for the annexation petition submitted by Sandra V. Stephenson and Peggy V. Hardison.

**REVIEWED BY TOWN MANAGER:**

**Attachments:**

Voluntary Annexation Petition  
Property Survey





## Town of Angier

Robert K. Smith  
Mayor

Gerry Vincent  
Town Manager

**Resolution No.:** R013-2022  
**Date Submitted:** May 17, 2022  
**Date Adopted:** May 17, 2022

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

**WHEREAS**, the Town of Angier received a Petition submitted on March 31, 2022, by owners Sandra V. Stephenson & Peggy V. Hardison requesting Annexation of an area described in said Petition a tract of land totaling approximately 17.675 acres located on NC 55 W., Angier, NC inclusive to Harnett County (Harnett PINs: 0673-94-3543.000 & 0673-93-4853.000); and

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

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

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

Section 1. A Public Hearing on the Request for Annexation of the area described herein will be held inside the Angier Municipal Building Board Room at 6:30 PM on Tuesday, June 7, 2022.

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

### LEGAL DESCRIPTION

*Beginning at an existing rebar, said beginning point located in the southern line of Lot 9, Cambridge Subdivision (Book of Maps 2001 pg. 393) and said beginning point having N.C. Grid coordinates (NAD'83- 2011) of North= 634,286.44 and East= 2,078,769.99; then, along the southern line of Cambridge Subdivision, South 74°24'42" East 395.21 feet to an existing rebar, then, along the eastern line of Cambridge Subdivision, North 01°57'53" East 14.00 feet to an existing iron pipe, and North 01°55'33" East 1,038.14 feet to an existing iron pipe in the centerline of the abandoned Durham-Southern Railroad right of way, then, along the centerline of the abandoned railroad right of way, South 40°57'43" East 494.96 feet to an existing iron pipe, then, leaving the centerline of the abandoned railroad right of way, South 02°17'30" West 774.24 feet to an existing rebar, then South 73°57'00" East 119.76 feet to an existing rebar, then South 06°12'56" West 782.75 feet to a point in the centerline of N.C. Highway 55, then, following the centerline of the right of way of N.C. Highway 55, North 48°12'12" West 54.04 feet to a point, North 48°02'30" West 98.58 feet to a point, North 48°06'46" West 98.96 feet to a point, North*



## Town of Angier

Robert K. Smith  
Mayor

Gerry Vincent  
Town Manager

*48°12'05" West 97.25 feet to a point, North 48°18'12" West 179.41 feet to a point, North 48°16'25" West 191.37 feet to a point, North 48°04'08" West 189.42 feet to a point, North 48°09'26" West 102.08 feet to a point, then, leaving the center-line of the right of way of N.C. Highway 55, North 02°17'58" East 339.38 feet to an existing rebar, the point and place of beginning, being inclusive of the Vaughan tracts located on N.C. Highway 55, and containing 17.675 Acres more or less.*

Section 3. Notice of the Public Hearing shall be published in *The Daily Record*, a newspaper having general circulation in the Town of Angier, North Carolina, at least ten (10) days prior to the date of the June 7, 2022, Public Hearing.

*Adopted by the Angier Board of Commissioners on this the 17<sup>th</sup> day of May, 2022.*

ATTEST:

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

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





## Town of Angier

Robert K. Smith  
Mayor

Gerry Vincent  
Town Manager

**Date Authorized to Investigate the  
Sufficiency of the Annexation  
Request:** April 5, 2022

### CERTIFICATE OF SUFFICIENCY

*During its April 5, 2022, Board of Commissioners' meeting, the Town of Angier Clerk was directed to Investigate the Sufficiency of the Petition to Annex submitted by property owners Sandra V. Stephenson & Peggy V. Hardison, March 31, 2022.*

To the Angier Board of Commissioners, I, Veronica Hardaway, Town Clerk for the Town of Angier, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the areas described therein, in accordance General Statute § 160A – 58.1.

This confirms the Sufficiency of the Petition.

In witness whereof, I have hereunto set my hand and affixed the Seal of the Town of Angier, North Carolina, this the 28<sup>th</sup> day of April, 2022.



ATTEST:

*Veronica Hardaway*  
Veronica Hardaway, Town Clerk



Robert K. Smith  
Mayor

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



Veronica Hardaway  
Town Clerk

Gerry Vincent  
Town Manager

## **PROCEDURE FOR VOLUNTARY ANNEXATION PETITION**

### **THE PROCESS:**

*(Time Frame: 60 - 90 days)*

1. Petition and all required information (see checklist) must be submitted to Town Clerk at least seven (7) calendar days before next regular Town Board meeting, which is held the 1st Tuesday of each month.
2. Petition placed on Town Board agenda for next available regular meeting – 1st Tuesday of each month.
3. Town Board may then direct the Town Clerk to investigate the sufficiency of the petition.
4. Town Clerk investigates, and if all is in order, presents Certificate of Sufficiency to Board at next regular meeting – approximately 30 days later.
5. Town Board adopts resolution setting a public hearing at next available public hearing session –approximately 30 days later.
6. Public Hearing held as advertised.
7. Annexation Ordinance may be adopted after the public hearing is complete.
8. Town Clerk notifies required agencies of approved annexation.

### **SUBMITTAL CHECKLIST:**

- ☒ One completed annexation petition
- ☒ Annexation fee: \$250
- ☒ Eight paper copies and one PDF copy of survey map of property proposed for annexation showing:
  - The property in relationship to the primary corporate limits of the Town. (If the petition is for a non-contiguous annexation the distance from the primary corporate limits must be shown.)
  - County tax map/parcel number(s) and /or PIN numbers
- ☒ One copy of the recorded deed to the property showing current owner(s)
  - All owners of property being petitioned for annexation must sign the petition. (Signatures on petition must appear as shown on the deed)
- ☒ Attach metes and bounds description
- ☐ Statement of vested rights, if applicable
  - Attach a letter certifying vested rights, if any, from the government entity granting the vested rights. (If you are not certain of this information, contact the Planning Department)
- ☒ Complete and attach applicable signature page (Individual, Corporation, Partnership)

**TO BOARD OF COMMISSIONERS OF THE TOWN OF ANGIER, NC:**





Robert K. Smith  
Mayor

## Town of Angier

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



Veronica Hardaway  
Town Clerk

Gerry Vincent  
Town Manager

1. I/We the undersigned owners of real property respectfully request that the area as referenced by the **attached survey map and metes and bounds description be annexed** into the Town of Angier, North Carolina.

2. The area to be annexed is  
☒ contiguous, ( ) non-contiguous  
to the Town of Angier.

*(If contiguous, this annexation will include all intervening rights-of-way for streets, railroads and other areas as stated in G.S. 160-31(f).)*

3. Harnett/Wake County Property  
Identification Number(s) (PIN):  
0673-94-3543, 0673-93-4853

4. Have vested rights been established with regard to this property under N.C.G.S. 160A-385.1 or G.S. 153A-344.1?  
( ) Yes ( ) No

*If "yes", proof of vested rights must be attached.*

5. I/We the undersigned owners of real property acknowledge and accept the provision that the Town of Angier will provide the property such municipal services it presently provides other lands within its corporate limits, except sewer services (inasmuch as the land is not within a reasonable proximity to the Town sewer lines and the drainage basin for the property makes the provision of sewer services financially impracticable).

6. We hereby certify that all information given with regard to this property is true and accurate to the best of my/our knowledge and is signed by **all** owners of the property being petitioned for annexation. Attached is the applicable signature page:

- ☒ Individual(s)  
☐ Corporation  
☐ Partnership  
☐ LLC

**Complete is property if owned by INDIVIDUAL(S).**



## Town of Angier

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



Robert K. Smith  
Mayor

Veronica Hardaway  
Town Clerk

Gerry Vincent  
Town Manager

(Both husband and wife must sign if property is owned jointly and all signatures must be the same as those that appear on recorded deed)

Petitioned Property PIN #: 0673-94-3543, 0673-93-4853

1. Sandra V. Stephenson 13325 Old Stage Rd.  
(Owner - Print Name) (Mailing Address) Willow Spring, NC 27592  
Sandra V. Stephenson  
(Owner's Signature)

2. Peggy V. Hardison 55 Foxfield Ct.  
(Owner - Print Name) (Mailing Address) Angier, NC 27501  
Peggy V. Hardison  
(Owner's Signature)

3. \_\_\_\_\_  
(Owner - Print Name) (Mailing Address)  
\_\_\_\_\_  
(Owner's Signature)

State of North Carolina, County of Wake  
I, James S. Adcock III, a Notary Public for said County and State, do hereby certify  
that Sandra V. Stephenson & Peggy V. Hardison personally appeared before me this day and acknowledged the due  
execution of the foregoing instrument.

Witness my hand and official seal, this the 1<sup>st</sup> day of February, 2022 My  
commission expires September 12, 2022.

Notary Public

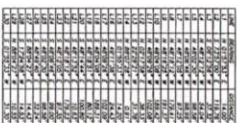
(SEAL)







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WGS/CLOSURE WAS DETERMINED BY THE COMPASS METHOD. THE DISTANCE ON THIS MAP ARE ADJUSTED HORIZONTAL, GROUND DISTANCES UNLESS OTHERWISE NOTED. ALL AREA CALCULATED BY COORDINATE COMPUTATION.

REVENUE		ANNUITY \$40		ROBINSON & PLANT, P.C.	
VAUGHAN ESTATE TRACTS		UNIT 55555555		875 TAYLOR ROAD	
				PHONE (713) 641-4535	
TOWNSHIP, BLACK RIVER	COUNTY, HARRIS	SURVEY DATE, 10-27-21	SCHEDULED BY, JH		
STATE, NORTH CAROLINA		SCALE, 1"=100'			
ZONE, RA-20	FILED, SEE ABOVE	COPIES, 10	FIELD, MICHIGAN		
		COPIES, 10			

Vaughan - Angier annexation

Beginning at an existing rebar, said beginning point located in the southern line of Lot 9, Cambridge Subdivision (Book of Maps 2001 pg. 393) and said beginning point having N.C. Grid coordinates (NAD'83- 2011) of North= 634,286.44 and East= 2,078,769.99;  
then, along the southern line of Cambridge Subdivision, South 74°24'42" East 395.21 feet to an existing rebar,  
then, along the eastern line of Cambridge Subdivision, North 01°57'53" East 14.00 feet to an existing iron pipe,  
and North 01°55'33" East 1,038.14 feet to an existing iron pipe in the centerline of the abandoned Durham-Southern Railroad right of way, then, along the centerline of the abandoned railroad right of way,  
South 40°57'43" East 494.96 feet to an existing iron pipe,  
then, leaving the centerline of the abandoned railroad right of way,  
South 02°17'30" West 774.24 feet to an existing rebar,  
then South 73°57'00" East 119.76 feet to an existing rebar,  
then South 06°12'56" West 782.75 feet to a point in the centerline of N.C. Highway 55, then, following the centerline of the right of way of N.C. Highway 55,  
North 48°12'12" West 54.04 feet to a point,  
North 48°02'30" West 98.58 feet to a point,  
North 48°06'46" West 98.96 feet to a point,  
North 48°12'05" West 97.25 feet to a point,  
North 48°18'12" West 179.41 feet to a point,  
North 48°16'25" West 191.37 feet to a point,  
North 48°04'08" West 189.42 feet to a point,  
North 48°09'26" West 102.08 feet to a point, then, leaving the centerline of the right of way of N.C. Highway 55,  
North 02°17'58" East 339.38 feet to an existing rebar,  
the point and place of beginning, being inclusive of the Vaughan tracts located on N.C. Highway 55, and containing 17.675 Acres more or less.





## Board of Commissioners Agenda Report

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

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**MEETING DATE:** May 17, 2022  
**PREPARED BY:** Sean Johnson  
**ISSUE** Ordinance Amendment  
**CONSIDERED:**  
**DEPARTMENT:** Planning & Inspections

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### SUMMARY OF ISSUE:

Based on comments received from the Board at the February 15<sup>th</sup> Workshop, Staff has drafted an amendment to Sections 13.11 and 4.9.3 of the Ordinance related to nonconforming automobile storage, junk yards, and salvage yards. These amendments are intended to allow for Code Enforcement Staff to enforce the screening of properties in Angier's jurisdiction which have more than three junked motor vehicles stored on the property.

The Planning Board recommended approval of this Ordinance amendment at their March 8<sup>th</sup> meeting. The Public Hearing for these amendments was held at the April 5<sup>th</sup> meeting, and the Board tabled discussions until May 3<sup>rd</sup>. (May 3<sup>rd</sup> meeting cancelled, all items postponed to May 17<sup>th</sup>) The Board can now choose to adopt these amendments as recommended by the Planning Board, or deny the amendment and allow the junkyards to remain legal nonconforming (Grandfathered).

### RECOMMENDATION:

Staff recommends The Board either approve the Ordinance amendment as written, **OR** deny the amendment and allow the junkyards to remain legal nonconforming (Grandfathered).

### REQUESTED MOTION(s):

**Option 1:** I move to approve the amendments to Sections 13.11 and 4.9.3 of the Ordinance as presented.

**Option 2:** I move to deny the amendments to Sections 13.11 and 4.9.3 of the Ordinance, and allow existing junkyards to remain legal nonconforming uses (Grandfathered in).

### REVIEWED BY TOWN MANAGER:

**Attachments:** Ordinance Amendment Draft

Revised Based On Planning Board Discussion

PROPOSED ORDINANCE AMENDMENTS – NONCONFORMING  
JUNKYARDS AND JUNKED VEHICLE STORAGE

BLACK = Existing Language

RED = Language to be Removed

GREEN = Language to be Added

Ordinance Definition:

**Junkyard Storage Yard.** An establishment or place of business which is maintained, operated, or used for storing, keeping, buying, or selling ~~junk vehicle parts.~~ ~~or for maintenance or operation of an automobile graveyard.~~ Any lot containing more than three unregistered and nonfunctional (~~junk~~) motor vehicles shall constitute a ~~junkyard~~ Storage Yard for the purpose of this ordinance.

**Ordinance Section 13.11. - Nonconforming automobile storage, ~~junk~~ storage yards, and salvage yards.**

Nonconforming automobile storage, ~~junk~~ storage yards, and salvage yards shall provide an opaque buffer in accordance with Section 4.9.3 no later than ~~six months~~ 60 days after the date of notification by the administrator.

**Ordinance Section 4.9.3 ~~Junkyards~~ Storage Yards, junked motor vehicles, salvage operations and similar uses.**

~~Junkyards~~ Storage yards, salvage operations, and similar uses shall comply with the following requirements. ~~Junkyards~~ Storage yards, salvage operations, and automobile repair services existing at the date of adoption of this ordinance shall be brought into compliance with the requirements included herein within ~~six months~~ 60 days ~~of the effective date of this ordinance~~ after the date of notification by the administrator.



Standard	<del>Junked</del> Unregistered and nonfunctional Motor Vehicles (Existing and New Automobile Services)	New and Expanding <del>Junkyards</del> Storage Yards	Nonconforming <del>Junkyards</del> Storage Yards
Buffer shall be adjusted in height to meet the required height requirement and to ensure maximum screening where the road grade is significantly higher than the required buffer and during all seasons of the year.	X	X	X
<del>Junked</del> Unregistered and nonfunctional motor vehicles shall not be stacked higher than the screening.	X	X	X
Vehicles shall be stored in such a manner that all fire apparatuses and equipment can ingress and egress all areas of the site at all times and be in accordance with all state and federal regulations.	X	X	X
Maximum of <del>two</del> <del>three junked</del> unregistered and nonfunctional vehicles outside of <del>automobile salvage yard</del> opaque screening or enclosed building, unless otherwise specified.	X	X	X
<del>Junked</del> Unregistered and nonfunctional motor vehicles and parts storage areas shall be screened from view from adjacent property and right(s)-of-way by an opaque fence at least six feet in height. Chain link fencing with slats or other supplemental screening material shall not be used to meet the requirements of this section.	X	X	X
New automobile services that have <del>junked</del> unregistered and nonfunctional motor vehicles and motor vehicles parts storage areas shall be screened from view from adjacent property and right(s)-of-way.	X	X	X
<del>Junked</del> Unregistered and nonfunctional motor vehicles or parts shall not be stored in the front yard or in the required front yard setback.	X	X	X
Setback from a school, residential structure, religious institution, or place of public assembly existing at application approval, excluding the residence of the owner (s) of such use.		1,000 feet	

Buffering plan shall be submitted in accordance with chapter 7 of this ordinance.		X	
All operations, equipment, junk, and/or <del>inoperable</del> <b>unregistered and nonfunctional</b> motor vehicles shall be kept within said buffer at all times unless in motion by transportation to and from the site.	X	X	X
Setback for equipment, junk, and/or <del>inoperable</del> <b>unregistered and nonfunctional</b> motor vehicles from any adjoining property lot line.	20 feet	50 feet	20 feet
Fences shall be designed to reasonably secure the area from unauthorized entry.	X	X	X
Setback from rights-of-way of any public or private road existing at application approval (property line shall be used if no right-of-way).		100 feet	10 feet
The operational area existing at the effective date of the ordinance shall not be expanded, except in conformance with the provisions of this ordinance.		X	X
Motor vehicles, parts, or other junked materials storage prohibited in setback.	X	X	X





## Town of Angier

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



Robert K. Smith  
Mayor

Gerry Vincent  
Town Manager

### **Nonconforming Junkyards and Junked Vehicle Storage**

Date of Adoption: **June 1, 2021**

Date first Notices were mailed to all business owners with vehicle storage: **June 8, 2021**

Deadline for compliance: **December 8, 2021.**

**Investigation:** Shannon Hodges, Code Enforcement Officer, met with each property owner who received a letter to ensure vehicles stored in the open did not meet the definition of a junked vehicle as described in the Ordinance.

**Definition:** *Junkyard. An establishment or place of business which is maintained, operated, or used for storing, keeping, buying, or selling junk, or for maintenance or operation of an automobile graveyard. Any lot containing more than three unregistered and nonfunctional (junk) motor vehicles shall constitute a junkyard for the purpose of this ordinance.*

After investigation, two properties were found to be in violation of the Ordinance:

- 1) 331 W. Depot Street – Nissen Automotive
- 2) 165 N. Raleigh Street – Stewart's Wrecker Service

**Enforcement Action:** Each property received a formal notice of violation and a \$50 civil citation for failure to install adequate fencing to screen the junked vehicles on site.

**Steps towards Compliance - 331 W. Depot Street:** The property owner obtained a fence permit to install a 6ft, opaque fence around the junked vehicle storage. After the Ordinance was halted at Feb. 15<sup>th</sup> Board meeting, the property owner will no longer be installing this fence.

**Steps towards Compliance - 165 N. Raleigh Street:** None.

**Feb. 15, 2022 Board of Commissioners Workshop** – Junkyard Ordinance enforcement place on hold until an Ordinance amendment can be adopted.



## Town of Angier

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



Robert K. Smith  
Mayor

Gerry Vincent  
Town Manager

**March 8, 2022 Planning Board meeting** – Planning Board votes to recommend the approval of the junkyard UDO amendments as rewritten

**April 5, 2022 Board of Commissioners meeting** – Public Hearing held to consider junkyard UDO amendments as rewritten. Board tabled the amendments for further discussion at the May 3, 2022 BOC meeting.



MANAGER'S REPORT &  
STAFF REPORTS

*TOWN MANAGER'S REPORT*  
*TOWN BOARD MEETING*  
*May 17, 2022*

Honorable Mayor & Board of Commissioners, please see the following updates and items of interest that has not been previously discussed:

1. Last week, staff mailed letters to individual businesses to indicate that the Town of Angier will no longer be providing dumpster services to their properties. Last year, prior to activating the solid waste services contract with Carolina Trash, businesses were to contract their services individually. The remaining businesses has been reduced to five (5). The attached letter indicates that each has two (2) months to secure these services, which is sufficient time.

Items to relay to the BOC after this report was issued in April.

2. A Phase 1 & 2 Environmental reports were conducted, as required by USDA, based on the removal of two underground tanks back in 1997. The Phase 2 report indicated two chemicals that exceeded state standards. The Department of Environmental Quality (DEQ) issued a conditional notice of "no further action". The conditional requirements are to record a notice to the title of the property (Town Hall), and send letters to the adjacent property owners (3). These requirements are being met.
3. Town Hall Update-At the end of April, the Police Department relocated across the street to 58 N. Broad Street E., and last week, the Finance Department relocated to the same location. Next Steps-Removal of any hazardous material before the building is demolished in July. In addition, all bids are in for town hall, now being reviewed by Rodgers Builders, and then will submit a Guaranteed Max Price to the town for review.

*THE END*





## Town of Angier

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

Robert K. Smith  
Mayor

Gerry Vincent  
Town Manager

Veronica Hardaway  
Town Clerk

April 26, 2022

RE: Dumpster Service

To Whom It May Concern,

Beginning July 1, 2022, the Town of Angier will no longer be providing dumpster services for your property. Dumpster services can be contracted with any dumpster provider that will best suit your needs. At this time, dumpsters will be removed from your location on Monday, June 27<sup>th</sup>.

As of July 1, 2022, your residents will not be charged for trash and recycling services on their water bill. If you have any questions please feel free to contact me at 919-331-6708.

Sincerely,

Jimmy Cook  
Public Works Director

# HUMAN RESOURCES





## HR/PAYROLL MONTHLY REPORT

FOR THE MONTH OF:

April 2022

- Processed payroll Regular 4/8/22 \$60,627.79 and 4/22/22 \$63770.60
- Compiled & Submitted Monthly Retirement Report on 4/22/22 \$31,031.98
- Remitted Federal & State payroll tax on 4/8/22 and 4/22/22
- Invoiced Harnett County SRO Contract for April 2022
- Received Harnett County payment for SRO invoiced March 2022
- Sent out reminders for annual evaluations
- Followed up on Town Wide employee trainings
- Worked on Budget information for FY 22-23

# ENGINEERING



# Memo

**To:** Gerry Vincent, Town Manager  
**From:** Bill Dreitzler, P.E., Town Engineer  
**Date:** April 27, 2022  
**Re:** May 2022 BOC Meeting - Engineer's Staff Report

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Please consider my staff report for the scheduled April 3, 2022 Board of Commissioners meeting:

**Hwy 210 Sidewalk Extension Project**

Lanier Construction Co., Inc. has mobilized and the project is moving forward. The current project completion date is August 5, 2022.

**Project Budget**

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

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

NCDOT has provided concurrence for the Summit Engineering Proposal and Man-day estimates in a letter dated March 1, 2022. Also, on March 1, 2022 the Board of Commissioners approved the Summit Task 1 in the amount of \$86,788.68. In addition, the BOC authorized the Town Manager to execute the Task 2 contract as long as the overall engineering cost does not exceed \$170,000. Summit Engineering provided the formal contract; however, upon review, NCDOT indicated that specific language and references were required to be included in the Contract given the federal funding. The Town Attorney is currently reviewing and will make recommendations regarding contract language required to meet the federal funding requirements. Once the contract has been revised accordingly and approved by our attorney, the Manager will execute and the project will begin.

**Wastewater Inflow/Infiltration Evaluation**

The video inspection work has been completed and Hydrostructures is in the process of evaluating. Once the evaluation is completed, they will provide a Condition Assessment Report/Technical Memorandum. The Report was received on 10-26-2021 and is currently under staff review. The Report has broken down recommended repairs as Priority 5, Priority 4 and Priority 3 as per the NASSCO Rating System. Priority 5 represents locations with sewer lines in the worst condition and needing repairs in the near-term. Priority 4 represents identified sewer lines with severe defects. Priority 3 represents identified sewer lines with moderate defects that will continue to deteriorate if not repaired. The opinion of cost for repairs are:

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

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

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

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

#### **Construction Standards**

The updated water and sewer standard details are being drafted. The water and sewer details have been completed, reviewed and final comments are being addressed. Staff met for a work session to mark-up Roadway details on January 13, 2022. Upon final mark-up edits, the details will be provided to our drafting consultant.

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

Through March 2022 our Average Daily Flow (ADF) to the North Harnett Regional Wastewater Treatment Plant is 0.539 MGD or roughly 53.4% of our 1.008 MGD treatment allocation. We are currently tracking 0.603 MGD in obligated but not yet tributary flows (15 different active developments). Therefore, our ADF + NYT flow is over our permitted capacity by 0.134 MGD. In addition, we are tracking 5 additional developments that are in the design phase that currently total 0.343 MGD in projected wastewater flow.

We have received written notification from HRW of their intent to begin the permitting and design of the North Harnett Regional Wastewater Treatment Plant. HRW is currently planning an expansion in the range of 6-7.5 MGD. The current plant capacity of 7.5 MGD. The Town has submitted a letter to HRW formally requesting an initial purchase of an additional 1.25 MGD of wastewater treatment. Furthermore, the Town has requested for a contract modification that provides for the purchase of an additional 1.0 MGD within the next 5 to 10 years.

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

Temple Grading and Construction Company, Inc. was the low bidder with a bid price of \$3,866,083.00 and has been issued a Notice to Proceed. Temple is in the process of preparing shop drawing submittals for review and approval. Once the shop drawings have been approved, Temple will develop an updated project schedule based on material delivery times. Staff has received shop drawings and they are currently under review. A progress/coordination meeting was held at Public Works on Thursday, February 17, 2022. Staff has initiated a weekly progress meeting beginning on Friday, April 1, 2022 in an effort to keep the project on track. Timmons completed and submitted Coordination Studies for PS#1



and PS#6 on March 24, 2022. The Coordination Studies included some design modifications to assure no loss of power at the pump stations. These modifications are being coordinated with the contractor. **Installation of the force main for PS #1 is scheduled to begin.**

#### **Drainage Evaluation – Southwest Angier Drainage Basin**

Gradient has completed a Draft Final Report and it is under staff review. Staff is preparing an ARPA Earmark Request for Funding document to use the \$400,000 Stormwater earmark from the State Budget to begin to move forward with recommended mitigation measures for this drainage basin. This funding will be used for Mitigation Measure #3 (MM#3) which will upsize the culverts at South Broad and Hidden Acres Estates. The project will require an additional \$400,000 to supplement the ARPA funding. In addition, Gradient's Scope of Services included a presentation to the Town Board of Commissioners. The presentation is scheduled for the BOC Workshop on April 19, 2022. **The Gradient presentation has been completed. In addition, the Town has received a "Letter of Intent to Fund" from the Division of Water Infrastructure dated April 21, 2022.**

#### **Stormwater Utility Fee**

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

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

The Town received a Letter of Intent to Fund this project from NC DEQ on March 11, 2022. The next step in this process will be to prepare and advertise a Request for Qualifications (RFQ) for the selection of an engineering design consultant. **RFQ's for this project are anticipated to be advertised in May 2022.**

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

The Town received a Letter of Intent to Fund this project from NC DEQ on March 11, 2022. The next step in this process will be to prepare and advertise a Request for Qualifications (RFQ) for the selection of an engineering design consultant. **RFQ's for this project are anticipated to be advertised in May 2022.**

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

The Town received a Letter of Intent to Fund this project from NC DEQ on March 11, 2022. We are coordinating with the State and Harnett Regional Water on the process and timing for release of this funding. The Town received \$3,293,750 in ARPA Earmark funds to be used as a supplement to the cost of the additional 1.25 MGD in wastewater treatment capacity in the North Harnett Regional Wastewater Treatment Plant.

#### **Additional ARPA Funding through the Division of Water Infrastructure**

The application deadline for this additional ARPA Grant Funding is May 2, 2022. I attended an all-day workshop on February 28<sup>th</sup>. During the workshop, I was informed by the State that given we received \$10M in earmark funds, we were not likely to receive any of the available \$54.1M set aside for "other utilities" (water and wastewater). However, in the Fall, the State

will make available an estimated \$180M for Stormwater. The submittal deadline for these funds is currently set for September 30, 2022. Based on the information obtained at the workshop, below are my current recommendations for funding sources:

- Hwy 55 Bypass 12-inch Water Line – **Division of Water Infrastructure State Revolving Loan (currently 20-years at 1.14%)**
- Southwest Angier Drainage Basin Study MM1 and MM2 – **Submit on September 30, 2022 for the ARPA Stormwater Funds (this will be competitive)**
- Wastewater Collection System Inflow and Infiltration Repairs – **Currently evaluating alternatives**

**Miscellaneous**

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

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

Sincerely,

A handwritten signature in dark ink, appearing to read "Bill Dreitzler", written over a light blue horizontal line.

Bill Dreitzler, P.E., Town Engineer



Apr-21	20.269	Kathryn's Retreat 61 lots x 360	0.022		
May-21	11.133				
Jun-21	16.080	Bellewood 6 lots x 480	0.003		
Jul-21	18.283				
Aug-21	16.511	Whetstone Phase 2 36 lots X 225	0.008	Caitlin Meadows (171)	0.061
Sep-21	12.574				
Oct-21	12.666	Angier Plaza Phase 2 (1 lot)	0.000	Sherri Downs (250)	0.090
Nov-21	12.418				
Dec-21	16.223	Andrews Landing TH 9 units x 360	0.003	White Oak Crossing (342)	0.123
Jan-22	22.082				
Feb-22	16.050	Gen Meadow Phase 2 0 lots x 400	0.000	Tanglewood 3 (68 )	0.024
Mar-22	22.291				
	196.580	Honeycutt Oaks 254 lots x 360	0.091	Myrtle Manor PUD (126)	0.045
<b>ADF</b>	<b>0.539</b>				
		Lynn Ridge 73 lots x 360	0.026	<b>Subtotal</b>	<b>0.343</b>
		Coble Farms West 194 lots x 360	0.0698		
		Neill's Pointe 208 lots x 360	0.075		
		Highland Ridge 256 lots x 480	0.123		
		Spring Village 259 lots x 360 15 lots x 480	0.1		
		Cotswold PUD 111 units x 360	0.04		
		Kennebec Crossing 83 lots x 360	0.03		
		Tanglewood 32 lots x 360	0.012		
		<b>Subtotal</b>	<b>0.603</b>		

Total flow to HC thru PS # 9 and CS# 1 and CS # 2

ADF + NYT	1.142	%	1.133
Add in Land Application		%	0.946
ADF + NYT + Identified	1.485	%	1.473
Add in Land Application		%	1.230

LAST UPDATE: 4-27-2022

# PLANNING & INSPECTIONS





**Town of Angier**  
Planning & Inspections Department  
919-331-6702



Robert K. Smith  
Mayor

Gerry Vincent  
Town Manager

**Planning and Inspections Department**  
**Monthly Report: April 2022**

**Permitting/Inspection Totals – Month of April 2022:**

Total Permits Issued: **102**

Building Inspections Performed: **212**

New Construction Permits Issued - Residential: **28**

New Construction Permits Issued - Commercial: **0**

Total Fees Collected: **\$38,398.25**

**2021-2022 Fiscal Year Running Totals:**

New Construction - Residential: **176**

New Construction - Commercial: **2**

Total Fees Collected: **\$ 271,787.74**

*Fiscal Year Budgeted Revenue Projection: **\$150,000***



**Town of Angier**  
Planning & Inspections Department  
919-331-6702



Robert K. Smith  
Mayor

Gerry Vincent  
Town Manager

**Subdivisions – Current Status:**

**Whetstone Phase II:** Home Construction Underway

**Bellewood:** Nearing Build Out

**Kathryn's Retreat:** Home Construction Underway, Phase 4 Under Construction

**Coble Farms West:** Phase 1A, 1B, 1C Recorded, Home Construction Underway

**Honeycutt Oaks PUD:** Site Construction Underway

**Lynn Ridge:** Home Construction Underway, Phase 3 Nearing Recordation

**Neill's Pointe:** Phases 1-3 Recorded, Home Construction Underway

**Highland Ridge:** Site Construction Underway

**Kennebec Crossing:** Site Construction Underway

**Spring Village PUD:** Site Construction Underway

**Tanglewood:** Site Construction Nearing Completion

**Cotswold PUD:** Site Construction Underway

**Caitlin Meadows PUD:** Special Use Permit Approved

**White Oak Creek Crossing PUD:** Special Use Permit Approved

**Myrtle Manor PUD:** Special Use Permit Approved, Construction Drawings Under Review

**Sherri Downs:** Conditional Rezoning Approved, Preliminary Plat Under Review

**Easley Tract:** Conditional Rezoning Approved, Awaiting Preliminary Plat Submittal

**Vaughan Farms PUD:** Master Plan Under Review

**Young-Rogers Tract:** Conditional Rezoning Pending

**Multifamily & Nonresidential Projects – Current Status:**

**Andrews Landing Townhomes** (8316 S. NC 55 Hwy): Townhome Construction Underway

**Silverstone Investments Office Building** (166 N. Raleigh St): Commercial Building Nearing Completion

*Code Enforcement Spreadsheet Attached*



2022 Code Enforcement Report						
All Active and Recently Closed Violation Files						
File Number	Site Address	Property Owner	Nature of Violation	Date Opened	Date Closed	Current Status
21-077	333 N. Raleigh St. Ste. E	Daddy Bob's BBQ	Waste Container Screen	5/4/2021	Pending	progress Post set and framed(No Pickets) Pending Gate
21-129	950 N. Broad St	Miron Hicks / Linda Rogers	Min. Housing	6/28/2021	2/23/2022	CLOSED Invoice issued 2/28/22 (\$6,300) Lien filed 4/12/2022
21-163	101 Cindy Drive	Oak City Property Group LLC	Minimum Housing	8/18/2021		Permit issued 1/19/22 (Rough In Inspection Passed) Pending Final Inspection
21-190	123 E Depot St	Curtis Perry	Unscreened Dumpster	10/6/2021	On Hold	(see case #20-3) Citation issued Total: \$2,500 ( No Work)
21-196	922 N. Broad Street	Elnora McDonald	Min. Housing	10/18/2021		Deadline to repair / demo 4/1/2022 - Pending ordinance approval to demo
21-202	521 W. Church St.	Ted / Sue Honeycutt	Junk / Nuisance Vehicles	11/12/2021	1/18/2022	CLOSED OWNER COMPLIANCE Fees / Fines Paid \$327
21-204	225 Courtland Dr.	RICHARDS DONTE	Discarded Debris	11/17/2021	12/30/2021	CLOSED Citation 12/13/21 \$50(Paid)
21-206	121 Crestview Dr.	PAZMINO DE VARELA GLADYS H	Stormwater conveyance Debris	11/29/2021	1/18/2022	CLOSED Town Abatement - payment \$1,875 Paid In Full 2/4/2022
21-209	49 North Street	COREA-YANEZ LIZANDRO & YANEZ PAMELA	Open Storage Debris / Const.	12/6/2021	1/28/2022	NOV issued 12/6/2021 Inspection 2/9/22 @2pm
21-210	W CHURCH OFF ST NC(W. MCIVER	CHEEK DAVID & CHEEK GENEVA	Housing not permitted(Tent)/ Debris	12/6/2021	On Hold	NOV issued 12/7/2021(Pending Sale)
21-211	251 W CHURCH ST ANGIER, NC 275	READE MARY CHEEK & WALTER E CHEEK	Discarded Debris	12/7/2021	On Hold	NOV issued 12/7/2021 Pending Bid 12/30/21
21-213	141 S. Broad St.	Clarice Hayes	Open Storage	12/8/2021	4/6/2022	CLOSED ABATEMENT BY TOWN / Invoice mailed 4/22/2022
21-214	408 E. Wimberly Rd.	Leafy West / Clarence West	Min. Housing	12/9/2021		Inspection Notice Mailed 12/28/21 Pending permit application / citation \$50
21-217	256 W. Lillington St.	Armando Uribe	Dilapidated Fence	12/16/2021	3/25/2022	CLOSED ABATEMENT - Pending Lien or payment \$975 Invoice mailed 4/22/2022
21-220	44 Fox Hound Lane	Regina Shrieves	Vehicle Parking	12/17/2021	1/25/2022	CLOSED OWNER COMPLIANCE - VEHICLE REMOVED
21-221	65 Mary Circle	Giovanny Atrian / Laura Atrian (919)723-3350	Unpermitted Addition	12/21/2021	3/29/2022	CLOSED OWNER COMPLIANCE Citation Issued 2/2/22 (\$50)PAID
22-001	225 N. Willow St.	Ciro Lopez / Maria Reyes	Debris	1/5/2022	3/8/2022	CLOSED NOV issued 1/5/222 Citation Issued 2/2/2022 \$50
22-002	37 N. Park Street	William Hawley	Fence Enclosure / Stormwater	1/7/2022	2/1/2022	CLOSED OWNER COMPLIANCE - Final Notice / Citation 1/26/22
22-003	5711 Six Forks Rd. Raleigh NC	Capital City Home LLC	Stormwater/ Flooding Issue	1/7/2022	2/10/2022	NOV issued 1st Class / Posting Onsite 1/7/22 Property landscape sod in place and drain
22-004	648 Circle Drive	Mary & Darren Darnell	Fence Exceeds 4' in front	1/20/2022	2/9/2022	CLOSED Spoke with owner 1/20/22 (Permit Issued 2/4/22)Fence 4'
22-005	511 N. Raleigh St.	Liberty Tax	Signs	1/28/2022	1/28/2022	CLOSED Onsite visit - NOV - Signs Removed by Code Enforcement
22-006	165 N Raleigh Street	Stuarts Towing	Junk Yard Screening		On Hold	Citation Issued 1/25/22 / Paid \$50 2/22/22
22-007	511 N. Raleigh Street	Boost Mobile	Sign	1/24/2022	1/26/2022	CLOSED SIGN REMOVED On Site Visit 1/24/22
22-008	331 W. Depot St	Nissen Automotive	Junk Yard Screen		On Hold	Citation Issured 2/3/22 / Fines Paid \$50 2/25/22
22-009	25 W. Dora St.	Larry Barnes	Open Storage / Debris	2/10/2022	3/28/2022	CLOSED NOV issued 2/10/2022 MH Inspect. 3/23/22
22-010	247 Lester Street	Enduring Star Properties LLC	Parking - Commercial Vehicle	1/28/2022	1/31/2022	CLOSED Vehicle Removed - 1/28/2022 Contact made with owner
22-011	256 W. Depot St.	Jonathan Fisher	Stormwater/ Flooding Issue	2/2/2022	2/12/2022	CLOSED Pending Contact 2/2/22
22-012	49 North St	COREA-YANEZ LIZANDRO & YANEZ PAMELA	Unpermitted Work / Pool Fence	2/2/2022	2/9/2022	CLOSED POOL REMOVED NOV 2/2/22
22-013	8259 NC 55 Hwy	Carolina Charter Academy	Banner	2/2/2022	2/4/2022	CLOSED Contact with Maria Mills, sign is moved out of right of way (45 days) 3/14/22
22-014	149 Logan St.	Crossfit Angier	Banner	2/2/2022	3/21/2022	CLOSED SIGN REMOVED Allowed 45 days Final Notice to remove issued 3/14/22
22-015	155 S Raleigh St.	Dawns Vintage and Thrift	Ground Sign	2/2/2022	2/3/2022	CLOSED NOV issued 2/2/2022
22-016	80 N. Broad St.	New Life Worship	Banner	2/2/2022	3/21/2022	CLOSED SIGN REMOVED Allowed 45 days Final notice to remove issued 3/14/22
22-017	441 N. Raleigh	Family Dollar	Banner	2/2/2022	2/3/2022	CLOSED NOV issued 2/2/22 On site visit- Spoke with manager
22-018	48 S. Dunn St	Harry Arnette	Open Storage / Debris	2/4/2022	3/1/2022	CLOSED Citation issued 2/25/22 \$50 / 3/16/22 \$100 Final Notice 3/21/22 - Pending Abate
22-019	949 N. Raleigh St.	Santiago Martinez	Open Storage / Debris	2/9/2022		Citation issued 2/24/22 \$50 - 3/8/22 \$100 Pending Abate/ Work in progress
22-020	241 W. Williams St.	Trent Wilson	Accessory Structure	2/9/2022	2/22/2022	CLOSED NOV issued 2/9/22 Accessory Structure removed, pending cleanup 2/22/22
22-021	294 W. Williams	Santiago Martinez	Const. Debris	2/9/2022	3/22/2022	CLOSED OWNER COMPLIANCE
22-022	162 W. Williams St.	Lucas Strachan	Debris	2/9/2022	3/2/2022	CLOSED NOV issued 2/9/22
22-023	355 E. Smithfield	Rodney Smith	Debris	2/22/2022	3/9/2022	CLOSED NOV issued 2/23/22
22-024	800 N. Raleigh St.	Smart Properties	Sign	2/2/2022	2/12/2022	CLOSED SIGN REMOVED On Site Visit 2/2/22
22-025	8617 South NC 55 HWY	Sunny Skies	Sign	2/23/2022	2/28/2022	CLOSED NOV issued 2/23/22
22-026	8616 South NC 55 Hwy	Morris Coats / Stuart Matthews	Sign - Off Premise / Unpermitted	2/24/2022	3/4/2022	CLOSED Pending Notice 3/1/2022
22-027	9705 Bitter Melon Dr.	KDC Capital LLC	Discarded Debris	2/28/2022	3/15/2022	Pending Notice 3/1/2022
22-028	416 N. Raleigh St.	Creech Properties Custom Smiles Dental Office Space	Unpermitted Bus. - Office Space	3/1/2022	4/27/2022	CLOSED OWNER COMPLIANCE / Zoning application submitted 4/1/22
22-029	201 W. Lillington St.	Hugo Aranda	Debris	3/2/2022		Citation \$50 4/25/22 - Pending Abatement
22-030	950 N. Broad St.	Miron Hicks / Linda Rogers	Dilapidated Access. Structure	3/4/2022	4/27/2022	CLOSED Code Enforcement Abatement / Spencer for Hire \$825
22-031	423 S. Broad St.	Peggy Mangum	Open Storage / Debris	3/4/2022	3/28/2022	CLOSED NOV issued 3/4/22
22-032	25 W. Dora	Larry Barnes	Min. Housing	3/8/2022	On Hold	compliant & hearing 4/12/22 @10am / FOF REPAIR - DEMO 7/15/22
22-033	167 Shelly Dr.	Villas on 55 Apartments	Dumpster Screen	3/9/2022	3/18/2022	CLOSED On site visit ( spoke with property manager) Dumpsters outside the screening
22-034	6802 Hwy 55 W	Jon Franklin Hunt	Hazardous Structure - Fire	3/9/2022		NOV issued 3/9/22 (No Contact- Notice Returned )
22-035	509 Circle Dr.	Levent Clark / April Clark	Fence Permit	3/10/2021	4/27/2022	CLOSED permit approved
22-036	433 S. Broad St.	Jody Mangum	Debris - Open Storage	3/10/2022		NOV issued 3/11/22 Work in progress, citation issued 4/1/22 \$50
22-037	443 SI Broad St.	Mario Martinez / Maria Hermandez	Debris - Open Storage	3/10/2022	4/11/2022	CLOSED OWNER COMPLIANCE - citation issued 4/1/22 \$50 Fine Paid

22-038	318 S. Broad St.	Malsonado Castillo / Carmen Castillo	Debris - Open Storage	3/10/2022		NOV issued 3/11/22 Work in progress	
22-039	35 S. Dunn	Kenneth James /	Open Storage / Debris	3/16/3/2022	3/29/2022	<b>CLOSED OWNER COMPLIANCE</b>	
22-040	35 S. Dunn	Kenneth James /	Min. Housing	3/16/3/2022		Pending Hearing 5/12/22 @10AM	
22-041	49 S. Dunn	Don Herman / Marilyn Herman	Open Storage / Debris	3/16/4/2022		NOV issued 3/17/22 Work in progress	
22-042	49 S. Dunn	Don Herman / Marilyn Herman	Min. Housing	3/16/4/2022		Pending Hearing 5/17/22 @10AM	
22-043	294 W. Williams	Santiago Martinez	Recreational Vehicle	3/16/2/2022		NOV issued 3/18 Citation pending inspection	
22-044	162 W. Smithfield St.	Weeks Holdings LLC / Langley Gym	Dumpster Screen	3/18/2022	4/13/2022	4/8/22 - John Stout- Dumpster Removed	
22-045	120 Blair St.	Russell Kathie Trust	Home Occupation / Parking	3/18/2022	4/13/2022	CLOSED NO EQUIPMENT ON SITE	
22-046	457 Circle Drive	Jesus Suazo / Irene Suazo	Unpermitted Porch Additon	3/18/2022		NOV issued 3/22 - Submitted permit application on 3/30/22	
22-047	340 W. Church St.	Glenn Morrissey	Unpermitted Accessory Structure	3/21/2022		NOV issued 3/22 Pending Structure removal 3/28	
22-048	8321 South NC 55 HWY	Dollar General	Stormwater retention - Nuisance	3/22/2022		Spoke with Anthony Westmorland - 15 day Ext. to complete restoration of pond	
22-049	112 S. Poplar Drive	Jaime Garcia	Discarded Debris	3/31/2022		7 day extention to submit application for fence 4/18/22	
22-050	Wilma St	Kathrines Retreat HOA	Parking	4/1/2022	4/4/2022	<b>CLOSED</b> On Site visit, Vehicles removed	
22-051	W. Church St.	TILLEY BRUCE CO & TILLEY MARSHA CO	Large Tree Fallen	4/7/2022		NOV issued 4/8/22	
22-052	125 E. Lillington St.	Lucey Patrick	Unpermitted Accessory Structure	4/6/2022	4/18/2022	<b>CLOSED</b> Permit Issued NOV issued 4/8/22	
22-053	922 N. Broad St	Elnora McDougald	High Grass	4/14/2022		NOV issued 4/18/22	
22-054	W. Church St	MCMILLAN J F & % TOMMIE DAVIS	High Grass	4/18/2022		NOV issued 4/21/22	
22-055	25 LynnrIDGE Drive	SAMMISHETTY NAGARAJ	Fence Permit	4/23/2022		NOV issued 4/25/22	
22-056	255 W. Depot St.	Mateo Morales	High Grass / Debris	4/21/2022		NOV issued 4/25/22	
22-057	251 W. Church St	Mary Cheeck	Pool - No Screen	4/27/2022		NOV issued 4/27/22	
22-058	202 W. Church St.	Lawrence Properties LLC	High Grass / Debris	4/27/2022		NOV issued 4/27/22	
22-059	67 S. Cross St.	Terry McDougald	High Grass	4/27/2022		NOV issued 4/27/22	
22-060	261 W. Lillington	Hervey Holloway	High Grass	4/27/2022		NOV issued 4/27/22	
22-061	38 E. Lillington	Grover Vaughan	High Grass	4/27/2022		Pending	



PUBLIC LIBRARY



## Town of Angier

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

Robert K. Smith  
Mayor

Gerry Vincent  
Town Manager

Veronica Hardaway  
Town Clerk

### **Library Report – April 2022**

This month the library was busy with programs and finishing out the school year schedule. We held our last story time until summer reading program begins in June, with May being reserved for preparing for all the activities over the summer. The library celebrated National Library Week 4/3 – 4/9, and during that week we also hosted an Easter wreath craft for Liberty Hospice. 29 kids stopped in to make a wreath to be donated to a Hospice patient for Easter. The library also participated this month in the Angier Spring Fling on 4/2 at Jack Marley Park. We hosted the Harnett County Extension on 4/9 for a beginner gardening class open to the public, with adults and children in attendance. On 4/23 we held an art day for children, as well as set up the community garden beds with volunteers from the community. We want to say thank you to the citizens and businesses that have donated to this project, it will be an amazing opportunity to bring to Angier.

**Katy Warren**  
**Library Director**



<b>Door Count</b>	1,771 (4/26)
<b>Hours Open to the public</b>	178
<b>Paperback Exchange Books Circulated</b>	0
<b>Curbside Patrons Served</b>	1
<b>Volunteers</b>	3
<b>Volunteer Hours</b>	13 (4/26)
<b>*Reference Questions</b>	228
<b>Notaries</b>	0
<b>Book-A-Librarian</b>	0
<b>Tests Proctored</b>	0

VIRTUAL PROGRAMMING	
Live Virtual Programs	
# Unique or peak views of live stream <i>(Do not include on-demand views of previously live streamed programs)</i>	
# On Demand views <i>(Include on-demand views of originally live-streamed programs. If using Facebook, report 1 minute views.)</i>	
Recorded Programming (do not include programs originally live streamed)	
# Recorded Programs <i>(Do not include programs that were originally streamed live and then made available as recordings.)</i>	0
# Views of Recorded Programs <i>(Do not include programs that were originally streamed live and then made available as recordings.)</i>	0

[illegible]

**\*Reference Questions**-Reference questions are no longer categorized by general, technology, or job/career. Simply count all questions and record the total number above. You may choose to count every question during the month or provide a sampling count by counting 1 week and multiply by 4.

**\*\*Definitions:**

**Early Literacy Program**-any program for children birth to age 5 that involves activities that models and/or promotes pre-literacy skills such as vocabulary, print motivation, print awareness, narrative skills, letter knowledge and phonological awareness. Examples include but are not limited to activities such as reading aloud, storytelling, story related arts and crafts, music, nursery rhymes, readers' theatre, finger plays, flannel board stories and games, etc...

**STEM/STEAM Program**-any program or active play/discovery session in which the primary subject matter is related to science, technology, engineering, art and/or math. Examples include but are not limited to programs such as Lego club, arts/crafts, science experiments and demonstrations, computer coding, etc..

**Adult Literacy Program**-Library sponsored/supported programs or small group sessions in which the primary subject matter is related to adult literacy skills for ages 18 and up. Examples include but are not limited to programs or learning sessions for English as a second language learners, GED preparation, literacy coaching/tutoring, etc...



# PARKS & RECREATION

**MONTHLY REPORT**  
**ANGIER PARKS & RECREATION**  
**April 26, 2022**

- The tennis court renovation/re-surfacing is scheduled to begin on April 28. This is the last Capital Outlay project for our department to complete during the 2021-2022 budget year. We are looking forward to getting the Tennis Court completed. All other projects have been completed and look great.
- Spring sports practices and games are in full swing with all of our 60 teams this spring. Practices and games will continue through early June.
- Brian Starkey from Withers/Ravenel will be presenting the Master Plan for the proposed new Park down at Campbell Street during May 3 Board Meeting. We are very excited about the design and the location of the new proposed park.
- We continue to enhance the maintenance of Jack Marley Park along with trying update any areas that need it.
- We are using the \$7,258 donation from the Angier Masonic Lodge (from the October 2021 Oyster Roast) to purchase new football helmets for our youth football league participants. A special thanks to the Angier Masonic Lodge for the generous donation to the Angier Parks and Recreation Department.



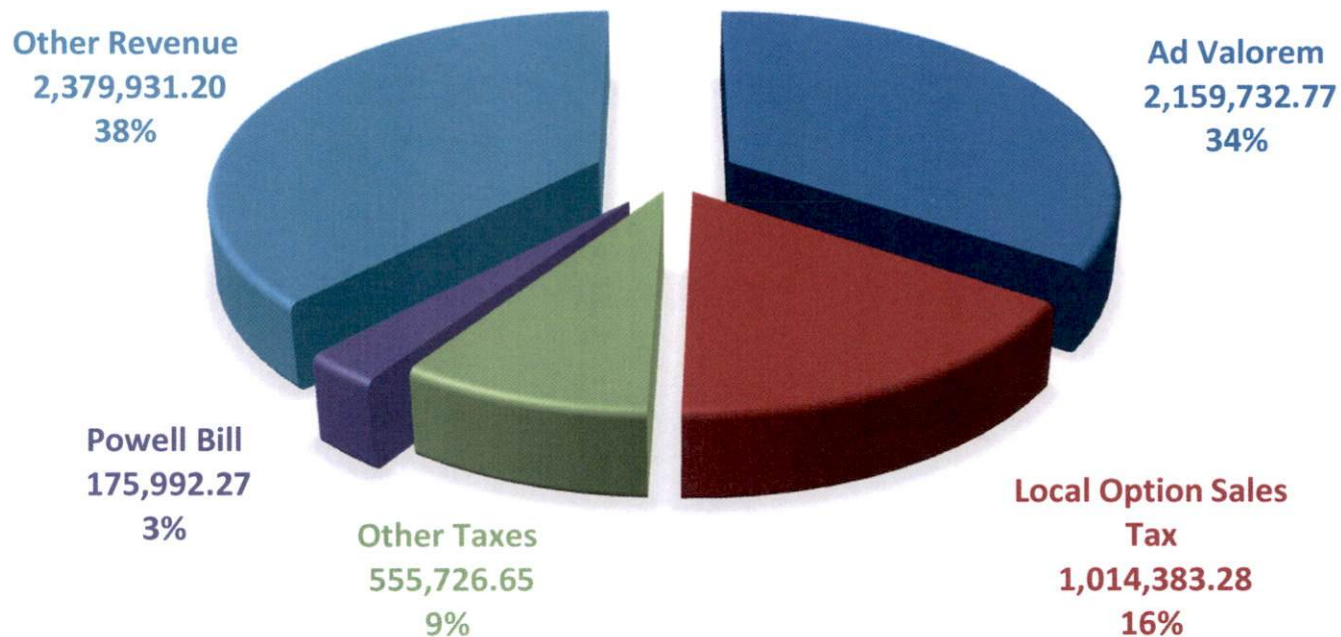
# FINANCE



# *Town of Angier*

## May 2022 Financial Report

### GENERAL FUND REVENUE (INCLUDING POWELL BILL)





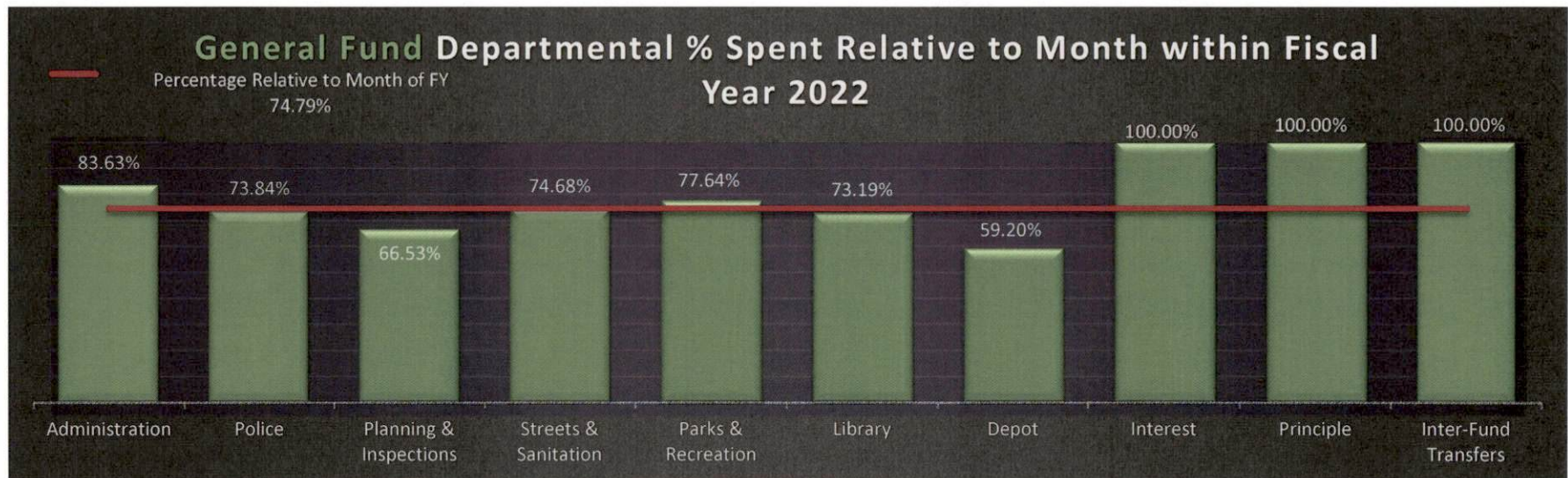


## General Fund Departments



## Your Tax Dollar at Work

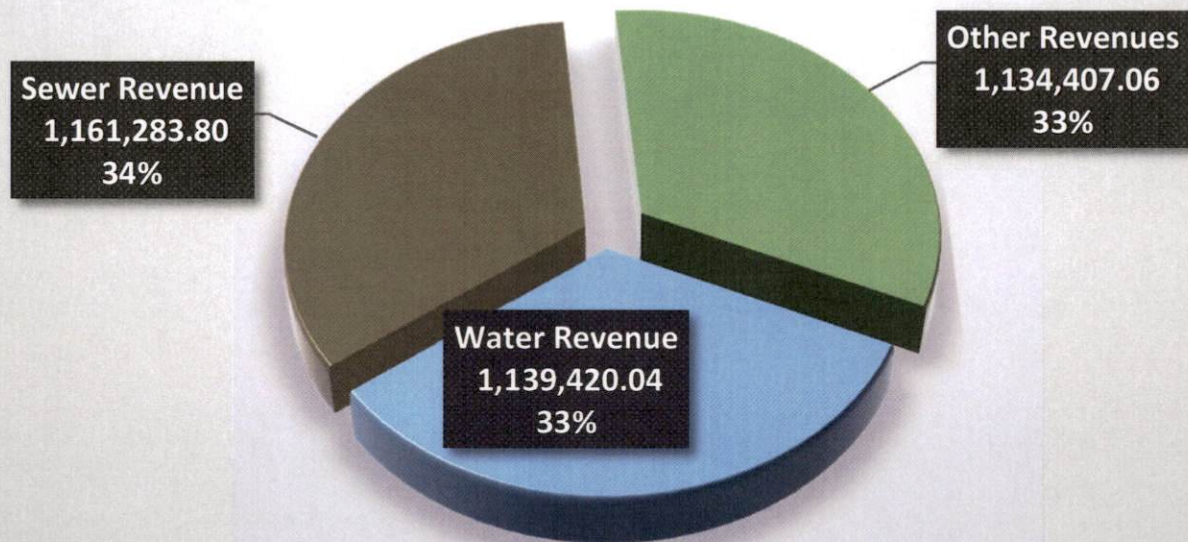
Cents to the Dollar

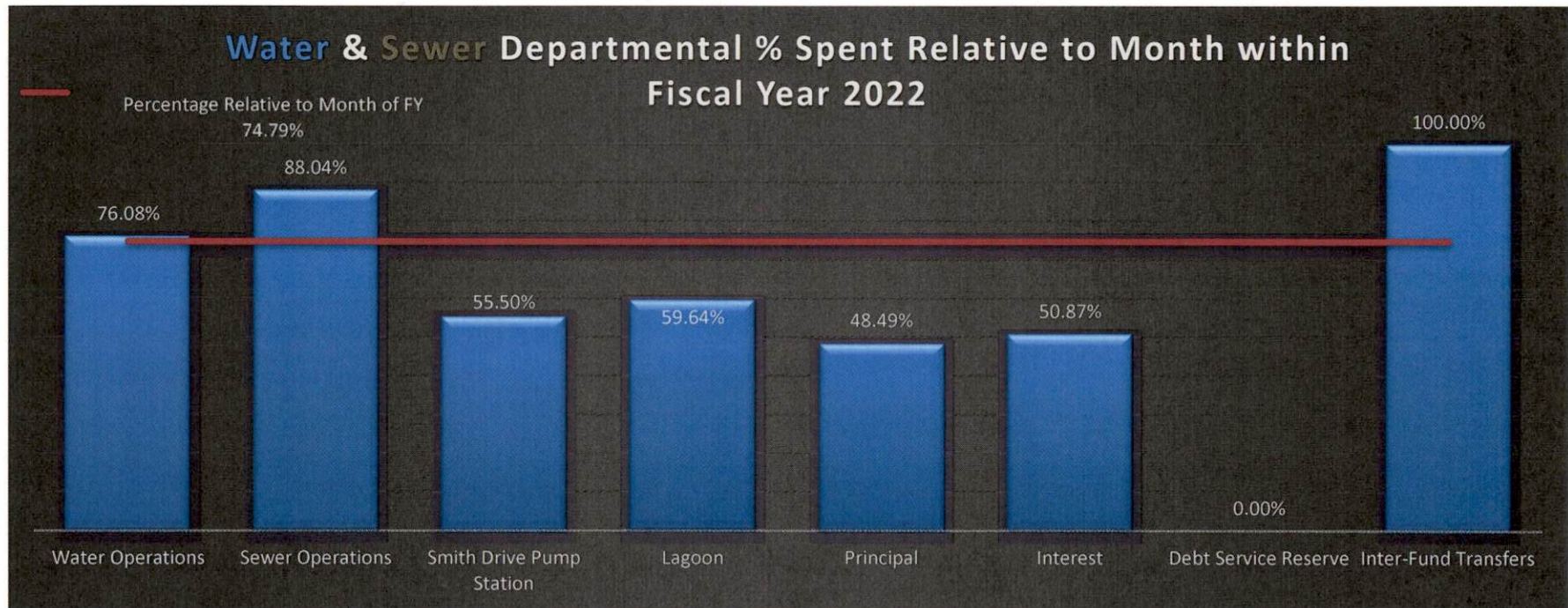






## Water & Sewer Fund Revenue

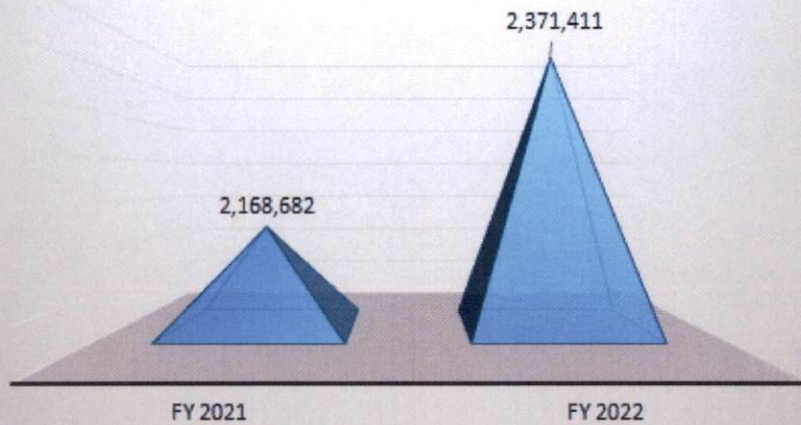




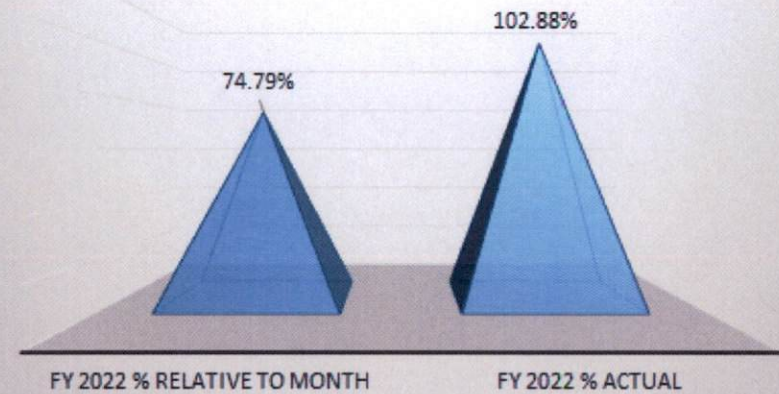




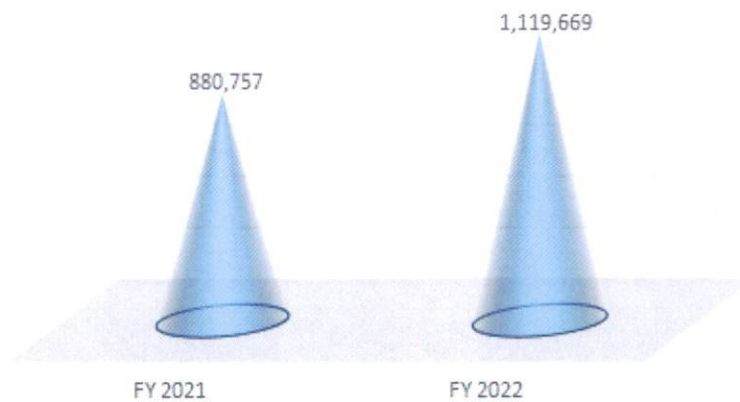
**Ad Valorem (FY 2021 vs FY 2022 Actual)**



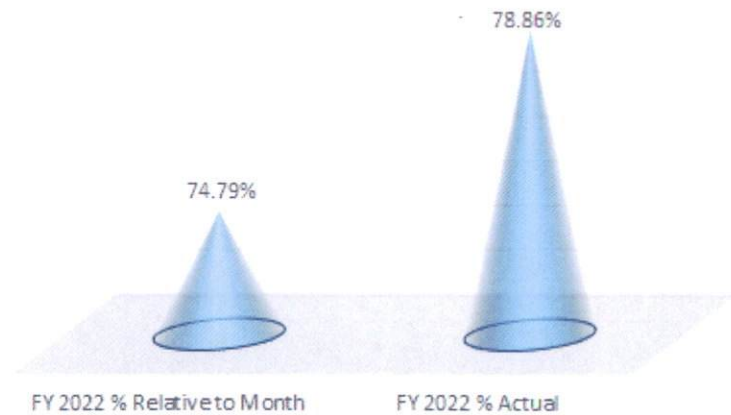
**Ad Valorem (% Budget vs % Actual)**



**LOST (FY 2021 vs FY 2022 Actuals)**



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

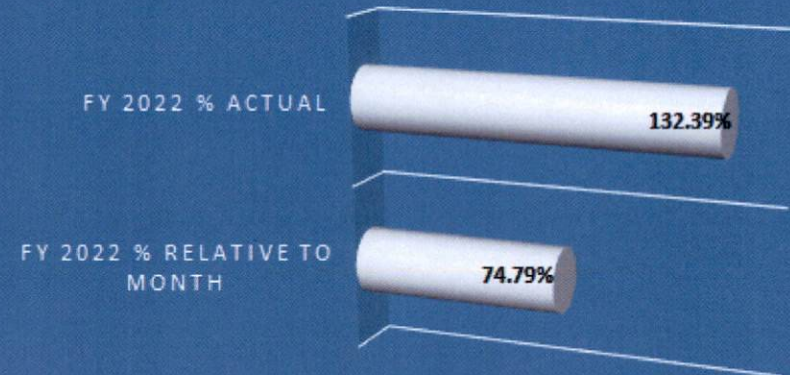




### BUILDING PERMITS (FY 2021 VS FY 2022 ACTUALS)



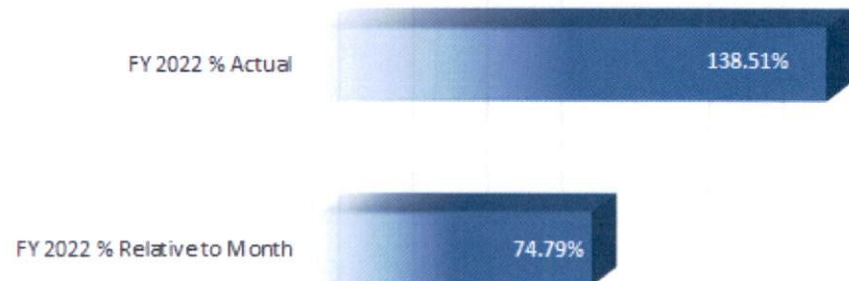
### BUILDING PERMITS (% BUDGET VS % ACTUAL)



### PLANNING FEES & PERMITS (FY 2021 VS FY 2022 ACTUALS)



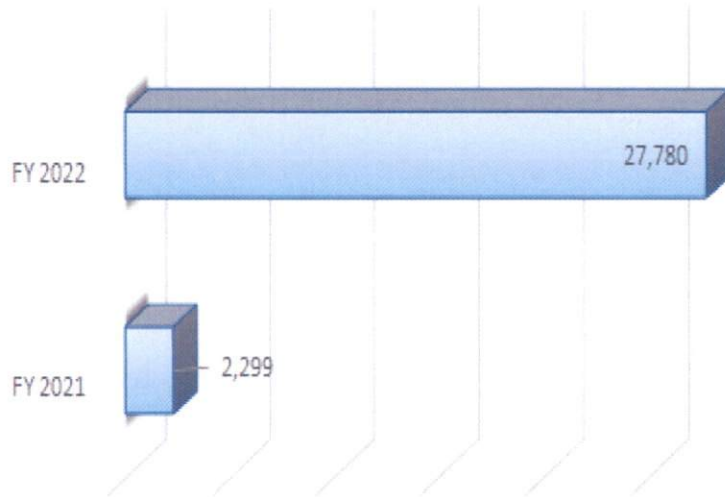
### PLANNING FEES & PERMITS (% BUDGET VS % ACTUAL)



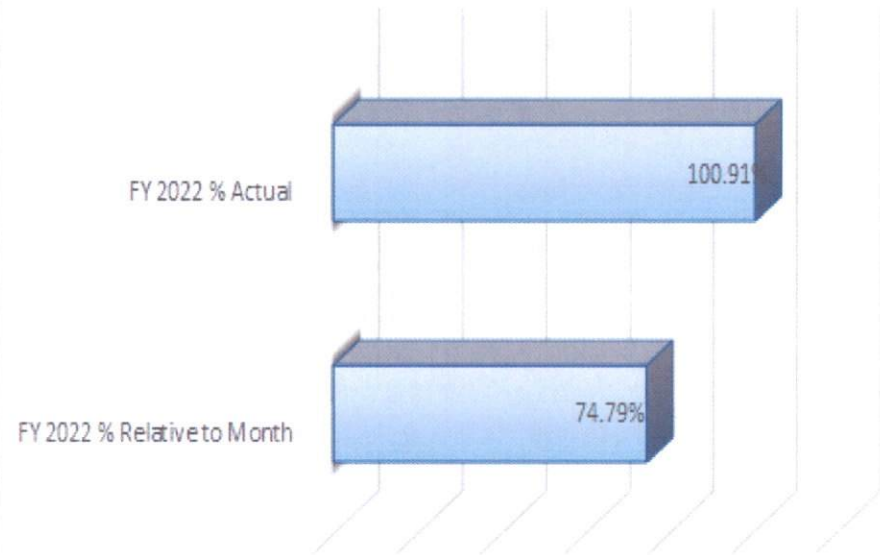




Code Enforcemnet (FY 2021 vs FY 2022  
Actuals)

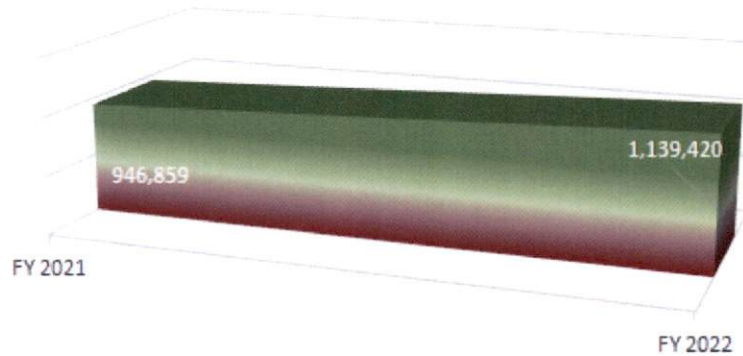


Code Enforcement (% Budget vs % Actual)

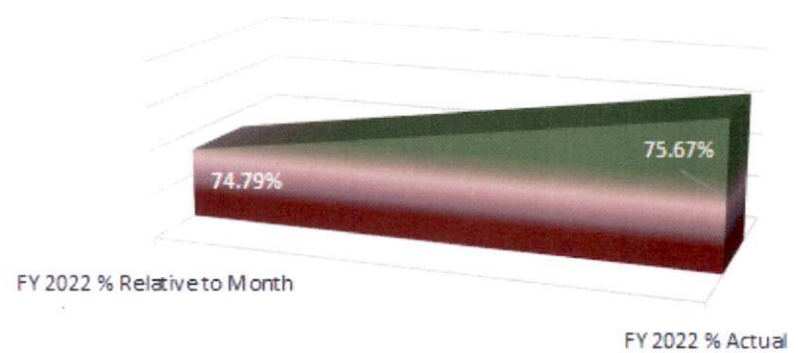




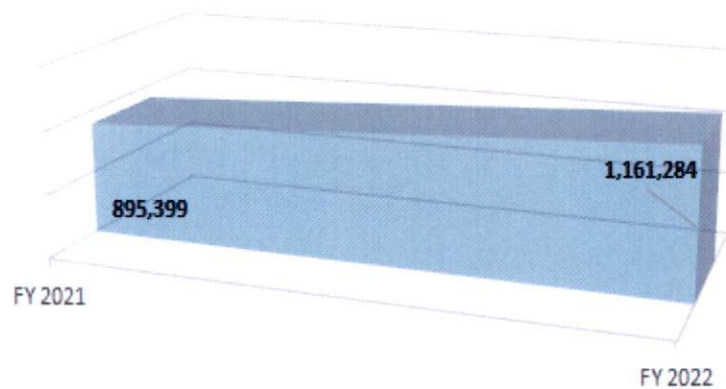
Water Sales (FY 2021 vs FY 2022 Actuals)



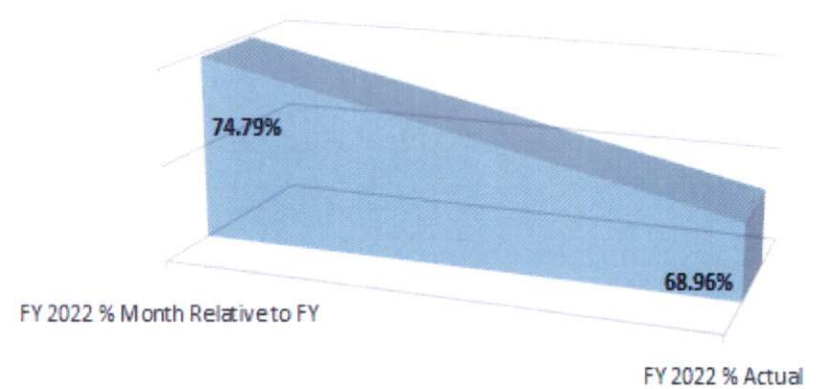
Water Sales (% Budget vs % Actual)



Sewer Sales (FY 2021 vs FY 2022 Actuals)



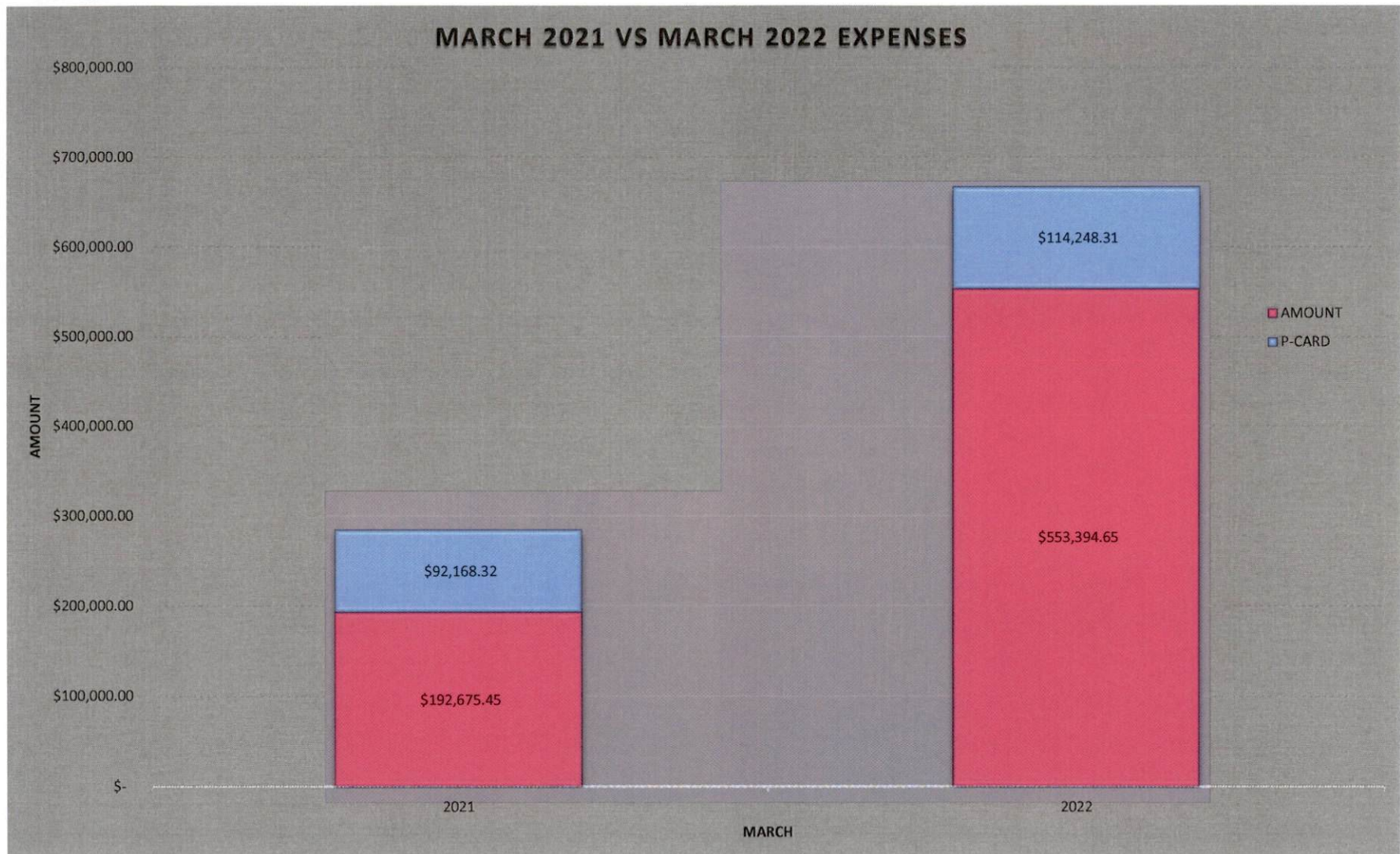
Sewer Sales (% Budget vs % Actual)







SALES AND USE TAX ANALYSIS FY's 2015-2022								
	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
JULY	\$ 45,037.32	\$ 50,244.39	\$ 56,084.29	\$ 66,869.58	\$ 65,195.40	\$ 77,370.47	\$ 73,777.08	\$ 99,205.03
AUGUST	\$ 45,670.51	\$ 49,930.99	\$ 55,557.40	\$ 61,087.65	\$ 72,533.17	\$ 76,455.85	\$ 83,580.63	\$ 104,823.15
SEPT	\$ 52,446.12	\$ 55,797.12	\$ 67,886.26	\$ 66,601.23	\$ 73,538.08	\$ 82,101.99	\$ 95,415.88	\$ 114,026.62
OCT	\$ 43,269.18	\$ 53,165.24	\$ 52,701.25	\$ 61,370.24	\$ 58,542.31	\$ 76,940.98	\$ 90,420.40	\$ 105,684.08
NOV	\$ 50,359.42	\$ 43,719.03	\$ 60,488.28	\$ 65,335.23	\$ 66,991.57	\$ 76,243.84	\$ 84,738.69	\$ 106,173.65
DEC	\$ 39,041.39	\$ 51,358.88	\$ 62,670.74	\$ 67,374.14	\$ 69,018.88	\$ 76,768.83	\$ 82,731.52	\$ 115,478.70
JAN	\$ 49,563.38	\$ 48,985.49	\$ 60,488.28	\$ 59,520.04	\$ 71,875.13	\$ 79,174.71	\$ 85,773.42	\$ 117,637.65
FEB	\$ 46,618.33	\$ 50,354.19	\$ 64,688.65	\$ 68,248.48	\$ 75,991.44	\$ 78,426.77	\$ 91,131.96	\$ 120,791.01
MARCH	\$ 58,298.98	\$ 60,691.74	\$ 73,243.06	\$ 75,235.74	\$ 80,537.79	\$ 83,543.99	\$ 102,935.98	\$ 130,563.39
APRIL	\$ 44,937.03	\$ 44,835.77	\$ 53,970.97	\$ 57,544.30	\$ 65,539.52	\$ 67,996.27	\$ 90,251.80	\$ 105,285.71
MAY	\$ 42,622.56	\$ 47,875.96	\$ 60,008.79	\$ 58,211.82	\$ 64,390.11	\$ 68,856.81	\$ 71,307.59	
JUNE	\$ 47,167.89	\$ 57,925.24	\$ 70,884.97	\$ 71,628.50	\$ 82,125.20	\$ 79,460.71	\$ 105,550.51	
TOTAL	\$ 565,032.11	\$ 614,884.04	\$ 738,672.94	\$ 779,026.95	\$ 846,278.60	\$ 923,341.22	\$ 1,057,615.46	\$ 1,119,668.99
Increase/(Decrease)								
Previous FY	\$ 40,092.89	\$ 49,851.93	\$ 123,788.90	\$ 40,354.01	\$ 67,251.65	\$ 77,062.62	\$ 134,274.24	\$ 238,911.63
% Growth	7.64%	8.82%	20.13%	5.46%	8.63%	9.11%	14.54%	27.13%



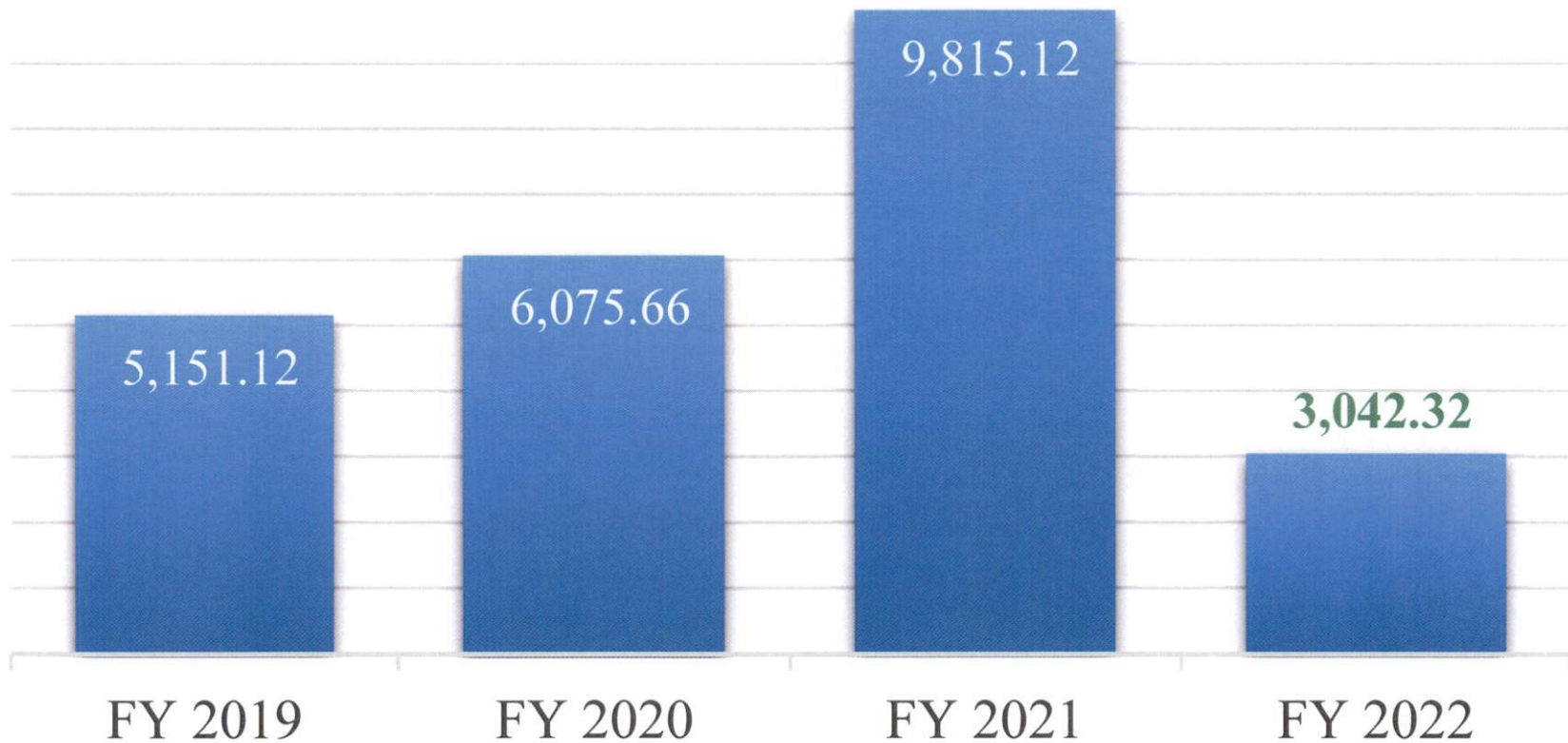




UTILITIES USAGE AND REVENUE SUMMARY						
	FY 2020-2021		FY 2021-2022		% CHANGE	% CHANGE
	USAGE	REVENUE	USAGE	REVENUE	USAGE	REVENUE
JULY	21,939,778	\$ 197,470.30	25,141,617	\$ 219,273.15	14.59%	11.04%
AUGUST	25,625,384	\$ 220,784.34	24,661,957	\$ 220,895.05	-3.76%	0.05%
SEPTEMBER	25,141,617	\$ 219,273.15	23,955,832	\$ 212,501.48	-4.72%	-3.09%
OCTOBER	21,928,890	\$ 203,176.92	22,613,431	\$ 217,444.36	3.12%	7.02%
NOVEMBER	21,337,196	\$ 201,007.45	19,300,512	\$ 209,877.80	-9.55%	4.41%
DECEMBER	22,003,737	\$ 205,528.72	20,971,077	\$ 268,502.00	-4.69%	30.64%
JANUARY	21,447,212	\$ 204,161.06	21,199,713	\$ 273,581.48	-1.15%	34.00%
FEBRUARY	22,195,937	\$ 207,740.26			-100.00%	-100.00%
MARCH	18,850,792	\$ 189,378.64			-100.00%	-100.00%
APRIL	21,851,135	\$ 206,286.77			-100.00%	-100.00%
MAY	23,125,684	\$ 213,753.49			-100.00%	-100.00%
JUNE	27,537,579	\$ 235,603.80			-100.00%	-100.00%
Y-T-D TOTAL	115,972,865	1,041,712	157,844,139	1,622,075	36.10%	55.71%
MONTHLY AVERAGE	22,748,745	208,680	22,549,163	231,725	-0.88%	11.04%



## (Recovered Utility Delinquencies)







FY 2020-2021				FY 2021-2022			Profit/Loss		
	Late Fees/ Reconnection fees	Activation Fees	NSF fees	Late Fees/ Reconnection fees	Activation Fees	NSF fees	Late/ Reconn Fees	Activation fees	NSF fees
July	\$ 8,344.98	\$ 2,380.00	\$ 50.00	\$ 8,820.00	\$ 2,520.00	\$ 100.00	\$ 475.02	\$ 140.00	\$ 50.00
August	\$ 10,185.29	\$ 1,785.00	\$ 25.00	\$ 9,240.00	\$ 3,400.00	\$ 100.00	\$ (945.29)	\$ 1,615.00	\$ 75.00
September	\$ 14,222.01	\$ 1,715.00	\$ 125.00	\$ 7,809.60	\$ 2,650.00	\$ 125.00	\$ (6,412.41)	\$ 935.00	\$ -
October	\$ 10,255.75	\$ 1,785.00	\$ 75.00	\$ 6,850.00	\$ 2,050.00	\$ 50.00	\$ (3,405.75)	\$ 265.00	\$ (25.00)
November	\$ 9,120.00	\$ 2,275.00	\$ 125.00	\$ 9,720.00	\$ 2,250.00	\$ 75.00	\$ 600.00	\$ (25.00)	\$ (50.00)
December	\$ 10,540.00	\$ 1,785.00	\$ 50.00	\$ 11,980.00	\$ 3,300.00	\$ 125.00	\$ 1,440.00	\$ 1,515.00	\$ 75.00
January	\$ 12,210.00	\$ 1,610.00	\$ 208.00	\$ 15,940.00	\$ 2,907.00	\$ 50.00	\$ 3,730.00	\$ 1,297.00	\$ (158.00)
February	\$ 8,990.00	\$ 2,450.00	\$ 250.00	\$ 10,190.00	\$ 3,800.00	\$ 675.00	\$ 1,200.00	\$ 1,350.00	\$ 425.00
March	\$ 7,049.61	\$ 2,170.00	\$ 75.00	\$ 9,460.00	\$ 4,643.00	\$ 75.00	\$ 2,410.39	\$ 2,473.00	\$ -
April	\$ 6,540.00	\$ 2,065.00	\$ 100.00						
May	\$ 9,155.03	\$ 1,855.00	\$ 75.00						
June	\$ -	\$ 1,750.00	\$ 1,158.00						
Subtotal:	\$ 106,612.67	\$ 23,625.00	\$ 2,316.00	\$ 90,009.60	\$ 27,520.00	\$ 1,375.00	\$ (908.04)	\$ 9,565.00	\$ 392.00



## Statement of Revenues & Expenditures (as of March 31, 2022)

General Fund				
	Budget	YTD	Variance	Percentage
<b>Revenues:</b>				
Ad Valorem Taxes	2,108,503	2,159,732.77	51,229.77	102.43%
Motor Vehicle Tax	284,100	211,678.58	(72,421.42)	74.51%
Local Option Sales Tax	1,286,242	1,014,383.28	(271,858.72)	78.86%
Other Taxes	439,030	344,048.07	(94,981.93)	78.37%
Restricted Intergovernmental	138,995	103,514.58	(35,480.42)	74.47%
Permits and Fees	586,701	540,367.23	(46,333.77)	92.10%
Recreation Department Fees	67,515	85,194.09	17,679.09	126.19%
Investment Earnings	8,200	1,638.58	(6,561.42)	19.98%
Other General Revenues	281,724	276,426.72	(5,297.28)	98.12%
Fund Balance Appropriated	1,626,416	1,372,790.00	(253,626.00)	84.41%
<b>Total Revenues</b>	<b>6,827,426</b>	<b>6,109,773.90</b>	<b>(717,652.10)</b>	<b>89.49%</b>
<b>Expenditures:</b>				
	Budget	YTD	Variance	Percentage
Administration	1,080,137	903,282.44	176,854.56	83.63%
Police Department	1,771,697	1,308,139.26	463,557.74	73.84%
Planning & Inspections Department	600,052	399,236.36	200,815.64	66.53%
Streets & Sanitation Department	1,129,660	843,574.20	286,085.80	74.68%
Parks & Recreation Department	461,052	357,970.86	103,081.14	77.64%
Library Department	241,155	176,508.41	64,646.59	73.19%
Depot	81,099	48,011.46	33,087.54	59.20%
Debt Service Obligations:				
Interest	6,450.00	6,450.00	-	100.00%
Principle	83,334.00	83,333.33	0.67	100.00%
Inter-Fund Transfers	1,372,790.00	1,372,790.00	-	100.00%
<b>Total Expenditures</b>	<b>6,827,426</b>	<b>5,499,296.32</b>	<b>1,328,129.68</b>	<b>80.55%</b>
Revenues over Expenditures (Spread) ----->		<b>610,477.58</b>		

## Statement of Revenues & Expenditures (as of March 31, 2022)

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





## Statement of Revenues & Expenditures (as of March 31, 2022)

General Capital Reserve Fund				
	Budget	YTD	Variance	Percentage
<b>Revenues:</b>				
Transfer from G/F - Junny/Willow	45,000	223,250.00	178,250.00	496.11%
P&R Development Fees	78,500	103,300.00	24,800.00	131.59%
Municipal Building	1,890,000	1,540,323.00	(349,677.00)	81.50%
Fund Balance Appropriated	-	-	-	0.00%
<b>Total Revenues</b>	<b>2,013,500</b>	<b>1,866,873.00</b>	<b>(146,627.00)</b>	<b>92.72%</b>
<b>Expenditures:</b>				
Transfer to Junny/Willow Project	45,000	-	45,000.00	0.00%
Transfer to P&R Project	78,500	-	78,500.00	0.00%
Transfer to Municipal Building Project	1,890,000	693,855.00	1,196,145.00	36.71%
<b>Total Expenditures</b>	<b>2,013,500</b>	<b>693,855.00</b>	<b>1,319,645.00</b>	<b>34.46%</b>
Revenues over Expenditures (Spread) ----->		<b>1,173,018.00</b>		

## Statement of Revenues & Expenditures (as of March 31, 2022)

Municipal Building Project Fund				
	Budget	YTD	Variance	Percentage
<b>Revenues:</b>				
Interest Earned	-	-	-	0.00%
Transfer from General Fund	319,590	319,590.00	-	100.00%
Transfer from General Fund CRF	693,855	693,855.00	-	100.00%
<b>Total Revenues</b>	<b>1,013,445</b>	<b>1,013,445.00</b>	<b>-</b>	<b>100.00%</b>
<b>Expenditures:</b>				
Preconstruction Department	84,577.00	52,400.00	32,177.00	62%
Architectural Department	928,868	466,548.25	462,319.75	50.23%
<b>Total Expenditures</b>	<b>1,013,445</b>	<b>518,948.25</b>	<b>494,496.75</b>	<b>51.21%</b>
Revenues over Expenditures (Spread) ----->		<b>494,496.75</b>		



### Statement of Revenues & Expenditures (as of March 31, 2022)

Booster Club				
	Budget	YTD	Variance	Percentage
<b>Revenues:</b>				
Interest Earned	-	-	-	0.00%
Booster Club Proceeds	44,585	44,585.85	0.85	100.00%
<b>Total Revenues</b>	<b>44,585</b>	<b>44,585.85</b>	<b>0.85</b>	<b>100.00%</b>
<b>Expenditures:</b>	<b>Budget</b>	<b>YTD</b>	<b>Variance</b>	<b>Percentage</b>
UNIFORMS	350	-	350.00	0.00%
PRINTING & PUBLISHING	425	425.00	-	100.00%
Professional Services	10,000	-	10,000.00	0.00%
Contract Services	16,758	2,438.37		14.55%
Capital Outlay	17,052	14,612.99		85.70%
<b>Total Expenditures</b>	<b>44,585</b>	<b>17,476.36</b>	<b>27,108.64</b>	<b>39.20%</b>
Revenues over Expenditures (Spread) ----->		<b>27,109.49</b>		

### Statement of Revenues & Expenditures (as of March 31, 2022)

Powell Bill Fund				
	Budget	YTD	Variance	Percentage
<b>Revenues:</b>				
Vehicle Licenses	19,500	13,023.54	(6,476.46)	66.79%
Interest on Investments	12	8.32	(3.68)	69.33%
State Street - Aid	162,960	162,960.41	0.41	100.00%
Fund Balance Appropriated	168,570	-	(168,570.00)	0.00%
<b>Total Revenues</b>	<b>351,042</b>	<b>175,992.27</b>	<b>(175,049.73)</b>	<b>50.13%</b>
<b>Expenditures:</b>	<b>Budget</b>	<b>YTD</b>	<b>Variance</b>	<b>Percentage</b>
Equipment Maintenance	35,042	2,189.34	32,852.66	6.25%
Fuel	6,000	5,567.88	432.12	92.80%
Materials	1,000	-	1,000.00	0.00%
Contracted Service	272,000	15,308.00	256,692.00	5.63%
Paving (Stemming from Vehicle Licenses	19,500	-	19,500.00	0.00%
Capital Outlay	17,500	15,639.00	1,861.00	89.37%
<b>Total Expenditures</b>	<b>351,042</b>	<b>38,704.22</b>	<b>312,338</b>	<b>11.03%</b>
Revenues over Expenditures (Spread) ----->		<b>137,288.05</b>		





Statement of Revenues & Expenditures (as of March 31, 2022)				
American Rescue Plan Act & CARES Act Fund				
	Budget	YTD	Variance	Percentage
<b>Revenues:</b>				
Interest on Investments	-	-	-	0.00%
American Rescue Plan Distribution	1,725,747	862,873.33	(862,873.67)	50.00%
CARES Act Distribution	104,480	104,480.00	-	100.00%
<b>Total Revenues</b>	<b>1,830,227</b>	<b>967,353.33</b>	<b>(862,873.67)</b>	<b>52.85%</b>
<b>Expenditures:</b>				
ARPA Department				
Angier Business Improvement	-	-	-	0.00%
General Fund Government Service	-	-	-	0.00%
Downtown Sewer Improvements	-	-	-	0.00%
WATER/SEWER & DRAINAGE	1,725,747	-	1,725,747.00	0.00%
CARES Act Department				
CARES Act	94,480	16,169.34	78,310.66	17.11%
General Fund Utilization	10,000	-	10,000.00	0.00%
<b>Total Expenditures</b>	<b>1,830,227</b>	<b>16,169</b>	<b>1,814,057.66</b>	<b>0.88%</b>
Revenues over Expenditures (Spread) ----->		<b>951,183.99</b>		

Statement of Revenues & Expenditures (as of March 31, 2022)				
HWY 210/Park Street Sidewalk Project Fund				
	Budget	YTD	Variance	Percentage
<b>Revenues:</b>				
NC Department of Transportation	585,394	104,952.14	(480,441.86)	17.93%
PAYMENT IN-LIEU OF SIDEWALK	-	20,000.00	20,000.00	0.00%
Transfer from General Fund	266,120	250,833.00	(15,287.00)	94.26%
<b>Total Revenues</b>	<b>851,514</b>	<b>375,785.14</b>	<b>(475,728.86)</b>	<b>44.13%</b>
<b>Expenditures:</b>				
Engineering	3,413	-	3,413.00	0.00%
Construction	848,101	199,265.90	648,835.10	23.50%
<b>Total Expenditures</b>	<b>851,514</b>	<b>199,265.90</b>	<b>652,248.10</b>	<b>23.40%</b>
Revenues over Expenditures (Spread) ----->		<b>176,519.24</b>		



## Statement of Revenues & Expenditures (as of March 31, 2022)

### Water & Sewer Fund

	Budget	YTD	Variance	Percentage
<b>Revenues:</b>				
Water Sales	1,445,000	1,139,420.04	(305,579.96)	78.85%
Sewer Sales	1,679,905	1,161,283.80	(518,621.20)	69.13%
Investment Earnings	18,000	930.23	(17,069.77)	5.17%
Late Fees/Reconnections	70,000	91,769.60	21,769.60	131.10%
Other Operating Revenues	1,123,066	1,041,707.23	(81,358.77)	92.76%
Transfer from W/S Capital Reserve	-	-	-	0.00%
<b>Total Revenues</b>	<b>4,335,971</b>	<b>3,435,110.90</b>	<b>(900,860.10)</b>	<b>79.22%</b>
<b>Expenditures:</b>	<b>Budget</b>	<b>YTD</b>	<b>Variance</b>	<b>Percentage</b>
Water Operations	1,771,937	1,348,092.84	423,844.16	76.08%
Sewer Operations	1,214,662	1,069,372.87	145,289.13	88.04%
Smith Drive Regional Pump Station	578,149	320,879.97	257,269.03	55.50%
Lagoon	71,943	42,909.14	29,033.86	59.64%
Debt Service				0.00%
Principal	283,423	137,427.95	145,995.05	48.49%
Interest	124,272	63,213.93	61,058.07	50.87%
Debt Service Reserve	15,700	-	15,700.00	0.00%
Inter-Fund Transfers	275,885	275,885.00	-	100.00%
<b>Total Expenditures</b>	<b>4,335,971</b>	<b>3,257,781.70</b>	<b>1,078,189.30</b>	<b>75.13%</b>
Revenues over Expenditures (Spread) ----->		<b>177,329.20</b>		

## Statement of Revenues & Expenditures (as of March 31, 2022)

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

	Budget	YTD	Variance	Percentage
<b>Revenues:</b>				
Interest Earned	5	-	(5.00)	0.00%
NC DEQ Distribution	100,000	92,276.00	(7,724.00)	92.28%
<b>Total Revenues</b>	<b>100,005</b>	<b>92,276.00</b>	<b>(7,729.00)</b>	<b>92.27%</b>
<b>Expenditures:</b>	<b>Budget</b>	<b>YTD</b>	<b>Variance</b>	<b>Percentage</b>
Professional Fees (Engineering)	10,000	-	10,000.00	0.00%
Capital Outlay (Construction)	90,005	-	90,005.00	0.00%
<b>Total Expenditures</b>	<b>100,005</b>	<b>-</b>	<b>100,005.00</b>	<b>0.00%</b>
Revenues over Expenditures (Spread) ----->		<b>92,276.00</b>		





Statement of Revenues & Expenditures (as of March 31, 2022)				
Water & Sewer Capital Reserve Fund				
	Budget	YTD	Variance	Percentage
<b>Revenues:</b>				
Pump Stations & Force Main	75,000	75,000.00	-	100.00%
Harnett County Sewer Capacity	200,885	200,885.00	-	100.00%
<b>Total Revenues</b>	<b>275,885</b>	<b>275,885.00</b>	<b>-</b>	<b>100.00%</b>
<b>Expenditures:</b>	<b>Budget</b>	<b>YTD</b>	<b>Variance</b>	<b>Percentage</b>
Transfer to Pump Station #1 & #6 Project	75,000	-	75,000.00	0.00%
Transfer to HC Sewer Capacity	200,885	-	200,885.00	0.00%
<b>Total Expenditures</b>	<b>275,885</b>	<b>-</b>	<b>275,885.00</b>	<b>0.00%</b>
Revenues over Expenditures (Spread) ----->		<b>275,885.00</b>		

Statement of Revenues & Expenditures (as of March 31, 2022)				
Pump Stations & Force Main Capital Project Fund				
	Budget	YTD	Variance	Percentage
<b>Revenues:</b>				
Interest Earned	-	24.99	24.99	0.00%
Loan Proceeds	3,241,083	3,349,000.00	107,917.00	103.33%
Loan Proceeds	635,200	-	(635,200.00)	0.00%
<b>Total Revenues</b>	<b>3,876,283</b>	<b>3,349,024.99</b>	<b>(527,258.01)</b>	<b>86.40%</b>
<b>Expenditures:</b>	<b>Budget</b>	<b>YTD</b>	<b>Variance</b>	<b>Percentage</b>
Pump Station #6 Department	1,453,937	145,991.45	1,307,945.55	10.04%
Pump Station #1 & Force Main Dept	2,422,346	250,511.56	2,171,834.44	10.34%
<b>Total Expenditures</b>	<b>3,876,283</b>	<b>396,503.01</b>	<b>3,479,779.99</b>	<b>10.23%</b>
Revenues over Expenditures (Spread) ----->		<b>2,952,521.98</b>		



Statement of Revenues & Expenditures (as of March 31, 2022)				
Asset Forfeiture Fund				
	Budget	YTD	Variance	Percentage
<b>Revenues:</b>				
Unauthorized Substance Use Distribution	1,290	-	(1,290.00)	0.00%
Federal Equitable Sharing Distribution	28,710	-	(28,710.00)	0.00%
<b>Total Revenues</b>	<b>30,000</b>	<b>-</b>	<b>(30,000.00)</b>	<b>0.00%</b>
<b>Expenditures:</b>				
	Budget	YTD	Variance	Percentage
Unauthorized Substance Use Dept.				
<i>Reserved</i>				
Safety Equipment	-	-	-	0.00%
Capital Outlay	1,290	-	-	0.00%
<i>Reserved</i>				
Federal Equitable Sharing Dept.				
<i>Reserved</i>				
Safety Equipment	-	-	-	0.00%
Capital Outlay	28,710	-	-	0.00%
<i>Reserved</i>				
<b>Total Expenditures</b>	<b>30,000</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>
Revenues over Expenditures (Spread) ----->		-		





Statement of Revenues & Expenditures (as of March 31, 2022)				
System Development Fee (Buy-In Method)				
	Budget	YTD	Variance	Percentage
<b>Revenues:</b>				
Interest on Investments	5	-	(5.00)	0.00%
SDF (Water Buy-In Method)	35,000	68,203.09	33,203.09	194.87%
SDF (Sewer Buy-In Method)	104,000	201,396.00	97,396.00	193.65%
Total Revenues	139,005	269,599.09	130,594.09	193.95%
<b>Expenditures:</b>				
Harnett County WWTP Expansion	139,005	-	139,005.00	0.00%
Total Expenditures	139,005	-	139,005.00	0.00%
Revenues over Expenditures (Spread) ----->		269,599.09		

Statement of Revenues & Expenditures (as of March 31, 2022)				
System Development Fee (Incremental Cost Method)				
	Budget	YTD	Variance	Percentage
<b>Revenues:</b>				
Interest on Investments	-	-	-	0.00%
SDF (Water Incremental Method)	1,039	2,285.91	1,246.91	220.01%
Total Revenues	1,039	2,285.91	1,246.91	220.01%
<b>Expenditures:</b>				
Transfer to Capital Project Fund	1,039	-	1,039.00	0.00%
Total Expenditures	1,039	-	1,039.00	0.00%
Revenues over Expenditures (Spread) ----->		2,285.91		

# POLICE DEPARTMENT





# Angier Police Department

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

Angier, North Carolina 27501

Office (919) 639-2699

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

Date April 28, 2022  
To Town Manager Gerry Vincent  
From Garland L. Thompson, Jr

Subject Matter: March, 2022 Police Activities & Statistical Data

ABC Monthly Report is included in Board Packets

**\*\*Police activities for the month of April, consisted of 1,963 calls for Service/Officer initiated activities (call logs). Officers investigated 17 offenses. During these investigations 3 individuals were arrested on a total of 3 charges. 3 arrests were made due to outstanding warrants (warrant service). 1557 Subdivision / Security checks were logged for the month of April. 18 traffic accident reports were created this month. 63 traffic citations were issued totaling 81 charges and 64 verbal or written warnings.**

- We have been preparing for the move into our new building.
- Our Narcotics Team started their new positions on April 4<sup>th</sup>

Thank you,

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

# Call Log Call Type Summary

Angier Police Department

03/31/2022 - 04/28/2022

<No Call Type Specified>	5	911 Hang Up - 911 Hang Up	7
Alarm Activation - Alarm Activation	17	Animal Complaint - Animal Complaint	7
Assist EMS - Assist EMS	4	Assist Fire - Assist Fire Department	3
Assist Motorist - Assist Motorist	10	Assist Other Agency - Assist Other Agency - Law Enforcement	5
Breaking and Entering - Breaking and Entering	2	Business Walk Thru - Business Walk Thru	68
Careless and Reckless Vehicle - Careless and Reckless Vehicle	2	Citizen Complaint - Citizen Complaint	2
Communicate Threats - Communicate Threats	1	Crash - Traffic Accident	18
Direct Traffic - Direct Traffic	7	Disturbance - Disturbance	18
DOA - Dead On Arrival	1	Domestic Dispute - Domestic Dispute	9
DWI - Driving While Impaired	1	Escort - Escort	5
Fight - Fight	1	Follow Up - Follow Up	1
Foot Patrol - Foot Patrol	5	Fraud - Fraud	3
Larceny - Larceny	6	Mental Subject - Mental Subject	4
Noise Complaint - Noise Complaint	5	Property Damage - Property Damage	7
Security Check - Security Check	867	Sexual Assault - Sexual Assault	2
Shots Fired - Shots Fired	1	Stand-By - Stand-By	8
Subdivision Check - Subdivision Check	690	Suspicious Activity - Suspicious Activity	9
Suspicious Person - Suspicious Person	2	Suspicious Vehicle - Suspicious Vehicle	2
Traffic Stop - Traffic Stop	127	Trespassing - Trespassing	9
TWO - Talk With Officer	9	Under Cover Buy - Under Cover Buy	3
Warrant Service - Warrant Service	7	Welfare Check - Welfare Check	3

Total Number Of Calls: 1,963



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



Board:

Angier Town

Reporting Month / Year:

Apr-22

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

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

Controlled Substance Violations	At Permitted Establishment	Away From Permitted Establishment
Felony Drug Related Charges		0
Misdemeanor Drug Related Charges		3
<b>Total:</b>		<b>3</b>

Other Offenses	At Permitted Establishment	Away From Permitted Establishment
Driving While Impaired		1
All Other Criminal Charges		24
<b>Total:</b>		<b>25</b>

**TOTAL CRIMINAL CHARGES: 29**

<b>Agencies Assisted</b>
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Assistance Provided to Other Agencies	0
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<b>Remarks</b>
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**Reporting Officer / Title:**

G.Thompson / Chief
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**Report Date:**

4/28/2022
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