

STATE OF NORTH CAROLINA  
WAKE COUNTY

IN THE GENERAL COURT OF JUSTICE  
**FILED** SUPERIOR COURT DIVISION  
-CVS-

TART CUSTOM HOMES, INC.,

2017 JUN 27 P 1:57

Plaintiff )

WAKE CO., C.S.C.

**COMPLAINT  
(Class Action)**

v.

BY )

*OB*

TOWN OF GARNER,

**DEMAND FOR JURY TRIAL**

Defendant )

NOW COMES Plaintiff Tart Custom Homes, Inc. (hereinafter "Plaintiff" or "Tart Custom Homes") by and through the undersigned counsel complaining of Defendant Town of Garner (hereinafter "Defendant" or "Garner") and alleges as follows:

**NATURE OF THE ACTION**

1. Plaintiff, on behalf of itself and others similarly situated, brings this action as a collection action to obtain redress arising from the unlawful collection of "Capacity Replacement Fees", also called "Impact Fees", by a municipality without authority to do so from the General Assembly or the North Carolina Supreme Court.
2. This case arises under *Quality Built Homes, Inc. v. Town of Carthage*, 789 S.E.2d 454 (N.C. 2016), other case law, and the Uniform Declaratory Judgment Act, N.C. Gen. Stat. § 1-253, *et seq.*
3. This is a class action, filed pursuant to Rule 23 of the North Carolina Rules of Civil Procedure on behalf of Plaintiff and others similarly situated who constructed or developed any structure in Garner in which Garner pursuant to Garner's standardized policies and procedures have, in the past ten (10) years or will in the future collect Capacity Replacement Fees pursuant to Sec. 17-25(a) of the Garner Code of Ordinances in violation of North Carolina law as further set forth herein.

### **JURISDICTION AND VENUE**

4. The foregoing allegations are hereby reincorporated by reference as if fully restated herein.
5. This Court has jurisdiction over the parties and this action pursuant to N.C. Gen. Stat. § 1-254 because the rights of Plaintiff are directly and adversely affected by the ordinance.
6. Venue is proper under N.C. Gen. Stat. § 1-82 in that Defendant is a body politic and a corporate municipality in Wake County, North Carolina.
7. A copy of this complaint has been served on the Attorney General of North Carolina pursuant to N.C. Gen. Stat. § 1-260.

### **PARTIES**

8. The foregoing allegations are hereby reincorporated by reference as if fully restated herein.
9. Plaintiff is a corporation organized and existing under the laws of the State of North Carolina with its principal place of business in Wake County.
10. Defendant Town of Garner is a body politic and a corporate municipality with the capacity to be sued as provided in N.C. Gen. Stat. § 160A-11.
11. Garner is not entitled to any governmental or legislative immunity because it undertook functions beyond its governmental and propriety immunity.
12. Garner is not entitled to sovereign immunity or any other immunities, and has, to the extent it has purchased insurance or participates in a risk pool arrangement, waived sovereign immunity and all other immunities.

### **BACKGROUND**

13. The foregoing allegations are hereby reincorporated by reference as if fully restated

herein.

14. Upon information and belief, at all times relevant to the allegations contained herein, Defendant has maintained a uniform policy of requiring any builder or developer who builds a residential or commercial structure in Garner to pay a "Capacity Replacement Fees" to Garner.
15. Pursuant to the 2007-2008 schedule of fees adopted by Garner, said Capacity Replacement Fees were \$4.10 per gallon for new construction reserved or projected for water and \$5.50 per gallon for sewer. See attached **Exhibit A**.
16. Said Capacity Replacement Fees are in addition to the regular fees for sewer and water. Regular fees would include connection or tap fees, user fees, and any other fee that is for the actual usage or maintenance of water and sewer services.
17. Pursuant to the 2016-2017 schedule of fees adopted by Garner, said Capacity Replacement Fees are \$1.00 per gallon for new construction reserved or projected for water and sewer.
18. Upon information and belief, Garner justifies payment of Capacity Replacement Fees under Sec. 17-25(a) of the Garner Code of Ordinances, that states:

- a) *Purpose.* The purpose of this section is to establish a requirement for the collection of water and sewer capacity replacement facility fees from a developer of new construction inside or outside of the town corporate limits to ensure the development of adequate water and sewer treatment facilities to serve the Town of Garner.

The collection of capacity replacement facility fees will support the town's ability to facilitate orderly growth and development inside or outside of its corporate limits. **These fees provide the town with a means to link the water and sewer capacity needs of new development with the increased demand for the protection, upgrade and future expansion of its water and sewer treatment facilities or the construction of such new facilities.**

[Emphasis supplied]

Finally, the purpose of this section is to ensure that an equitable share of the capital costs to protect, upgrade and expand the present water and sewer treatment facilities is required of all new users of such facilities.

Garner Code of Ordinances Sec. 17-25(a)

19. By its express terms, Sec. 17-25(a) provides the Capacity Replacement Fees charged by Garner to Plaintiff and others similarly situated are used for expansion or future water or sewer services or systems, rather than for the contemporaneous or actual cost of said services or systems. This is unlawful.
20. Garner has no town ordinance that sets out any authorization by the General Assembly to charge Capacity Replacement Fees for future expansion of its water and sewer systems or for services to be furnished.
21. Upon information and belief, Garner collects and uses the unlawful Capacity Replacement Fees as described herein without express or implied legal authority.
22. Upon information and belief, Garner knew about appellate decisions such as *Durham Land Owners Ass'n v. County of Durham*, 177 N.C. App. 629, 630 S.E.2d 200, *disc. Rev. denied by* 360 N.C. 532, 633 S.E.2d 678 (2006); *Anward Homes Inc. v. Town of Cary*, 206 N.C. App. 38, 698 S.E.2d 404 (2010), *aff'd by equally-divided court in* 365 N.C. 305, 716 S.E.2d 849 (2011); *Lanvale Props., LLC v. County of Cabarrus*, 366 N.C. 142, 731 S.E.2d 800 (2012); and *Quality Built Homes, Inc. v. Town of Carthage*, 789 S.E.2d 454 (N.C. 2016). Said decisions consistently hold that local governments lack authority to collect impact fees absent a specific delegation of authority from the General Assembly.
23. Garner is not authorized to charge a Capacity Replacement Fee pursuant to the enabling statute of N.C. Gen. Stat. § 160A-311 (“Public Enterprise Statute”) or any other statute

for future expansion of its water and sewer systems or for services to be furnished.

24. The Public Enterprise Statute only allows Garner to charge for the contemporaneous use of its water and sewer systems, and the plain language of said Statute clearly fails to empower Garner to impose Capacity Replacement Fees for future expansion of water or sewer systems or for services to be furnished.
25. Upon information and belief, Garner charged and collected improper Capacity Replacement Fees pursuant to Sec. 17-25(a) of the Garner Code of Ordinances and its schedule of fees, without authorization by the General Assembly of North Carolina to charge such fees and is in violation of the Supreme Court's holding in *Quality Built Homes, Inc. v. Town of Carthage* and other applicable case and statutory law.

**FACTS SPECIFIC TO PLAINTIFF TART CUSTOM HOMES, INC.**

26. The foregoing allegations are hereby reincorporated by reference as if fully restated herein.
27. On or about August 2, 2007, Plaintiff paid \$2,400 in Capacity Replacement Fees to Garner pursuant to Sec. 17-25(a) of the Garner Code of Ordinances, in connection with a lot purchased at 140 ValleyCruise Circle, Lot #87, Garner, NC 27529. See attached **Exhibit B**.
28. Upon information and belief, Garner used a portion if not all of said Capacity Replacement Fees for an unlawful purpose as explained herein.
29. Plaintiff should have only had to pay a Capacity Replacement Fee for contemporaneous or actual usage of said services or systems.
30. Plaintiff is also an adequate representative of the class in that the Plaintiff does not have antagonistic or conflicting claims with the other members of the class; Plaintiff has a

sufficient interest in the outcome to ensure vigorous advocacy; and Plaintiff's counsel have the requisite qualifications and experience to conduct the proposed litigation competently and vigorously.

31. Defendant has acted on grounds generally applicable to the proposed class, thereby making appropriate final injunctive and declaratory relief with respect to the class as a whole.
32. Plaintiff has timely filed this action before the expiration of an applicable statute of limitations or repose, and within 10 years pursuant to N.C. Gen. Stat. § 1-56. Regardless, Defendant is estopped from relying on any applicable statute of limitation or repose, which are tolled, pursuant to its conduct and unclean hands as set forth herein by knowingly charging an illegal fee.

**COMMON CLASS ALLEGATIONS:**

33. The foregoing allegations are hereby reincorporated by reference as if fully restated herein.
34. Pursuant to Rule 23 of the North Carolina Rules of Civil Procedure, Plaintiff brings this action individually and on behalf of a class initially defined as:

All natural persons or corporations who (a) at any point within the ten (10) year period preceding the filing of Plaintiff's Complaint and during its pendency (b) paid Capacity Replacement Fees to the Town of Garner pursuant to the schedule of fees adopted by the Town of Garner.
35. The Class members are so numerous that joinder of all is impractical. The names and addresses of potential Class members are readily identifiable through the business records maintained by Defendant, and the Class members may be notified of the pendency of this action by published and/or mailed notice.
36. Upon information and belief, within the ten (10) year period preceding the filing of

Plaintiff's Complaint, Defendants have collected unlawful Capacity Replacement Fees from hundreds of potential Class members.

37. The requirements of Rule 23 are met in that this class, upon information and belief, consists of hundreds present and former developers, entities and individuals, who have either already paid, or will pay, Capacity Replacement Fees to Garner pursuant to the schedule of fees adopted by the Garner.
38. Common questions of law and fact predominate over any individual issues that may be presented, because Defendant has a pattern, practice, and policy of collecting said Capacity Replacement Fees from developers. Common questions include, but are not limited to:
  - a. Whether Defendant's pattern, practice, and policy of collecting Capacity Replacement Fees violates applicable North Carolina law;
  - b. Whether Garner improperly charged and collected Capacity Replacement Fees under Sec. 17-25(a) of the Garner Code of Ordinances for future expansion of its water and sewer systems or for services to be furnished, without being specifically authorized by the General Assembly of North Carolina to charge such fees; and
  - c. Whether Plaintiff has been deprived of their property interests by action of the Garner which has no rational relation to a valid governmental objective;
39. Plaintiff's claims are typical of the claims of each Class member and all are based on the same facts and legal theories in that Garner has a specific policy of collecting an improper Capacity Replacement Fee from each member of the proposed Class through the schedule of fees adopted by the Garner.
40. Plaintiff has no interests adverse or antagonistic to the interests of other members of the Class.
41. Plaintiff will fairly and adequately protect the interests of the Class and has retained

experienced counsel, competent in the prosecution of collection of unlawful municipal fees in the context of class action litigation.

42. Neither Plaintiff nor its counsel have any interests that might cause them not to vigorously pursue this action. Plaintiff is aware of his responsibilities to the putative class and has accepted such responsibilities.
43. Defendant has acted on grounds generally applicable to the Class, thereby making appropriate final injunctive and declaratory relief with respect to the class as a whole.
44. A class action is superior to other methods for the fair and efficient adjudication of the claims herein asserted. Plaintiff anticipates that no unusual difficulties are likely to be encountered in the management of this class action. Plaintiff further alleges that certification of the Class is appropriate in that:
  - a. A class action will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the duplication of effort and expense that numerous individuals' actions would engender;
  - b. Each and every member of the proposed Class is subject to the same ordinance and schedule of fees as set forth herein;
  - c. Class treatment will permit the adjudication of relatively small claims by many Class members who could not otherwise afford to seek legal redress for the wrongs complained of herein; and
  - d. Absent a class action, the Class members will continue to suffer losses of statutorily protected rights as well as monetary damages, and if Defendant's conduct continues to proceed without remedy, it will continue to reap and retain the proceeds of their ill-gotten gains.

#### **FIRST CLAIM FOR RELIEF**

**(Declaration that the City's Adoption and Enforcement of the Challenged Fees Exceeds the Authority of the Town and is *Ultra Vires*.)**

45. The foregoing allegations are hereby reincorporated by reference as if fully restated



herein.

46. Pursuant to N.C. Const. Art. VII, Sec. 1 and N.C. Gen. Stat. §160A-4, municipalities in North Carolina only have the authority to exercise powers, duties, privileges and immunities conferred upon them by the General Assembly.
47. The General Assembly has not authorized municipalities to charge and collect fees for Capacity Replacement by a municipality for the future expansion of its water and sewer systems or for services to be furnished.
48. In charging the Capacity Replacement Fees, Garner has illegally exacted a fee for development approval that is not specifically authorized by law.
49. Plaintiff is entitled to a Declaratory Judgment Pursuant to N.C. Gen. Stat. §§ 1-253, *et seq.* declaring that Garner's Capacity Replacement Fees are unlawful for the reason that the City has exceeded its authority by adopting and imposing Capacity Replacement Fees as alleged herein.

**SECOND CLAIM FOR RELIEF**

**(Violation of N.C. Gen. Stat. § 160A-314(a) and Return of Fees Plus 6% Interest Pursuant to N.C. Gen. Stat. §160A-363(e))**

50. The foregoing allegations are hereby reincorporated by reference as if fully restated herein.
51. N.C. Gen. Stat. § 160A-363(e) provides that if a city is found to have exacted a fee for development approval that is not specifically authorized by law, the city shall return the fee plus 6% interest per annum.
52. Our Supreme Court in *Quality Built Homes, Inc. v. Town of Carthage*, held that local governments, such as Garner, under the Public Enterprise Statute, N.C. Gen. Stat. § 160A-314(a) (2015), a municipality may not charge for the future expansion of water and

sewer systems or for services to be furnished.

53. Garner's Capacity Replacement Fee is a fee collected in part or in whole for the future expansion of water and sewer systems or for services to be furnished without express or implied legislative authority.
54. Garner has collected illegal a Capacity Replacement Fee from Plaintiff and Class members.
55. Plaintiff and class members are entitled to the return of a portion or all of the Capacity Replacement Fees paid to Garner from June 14, 2006 to date plus 6% interest per annum, plus attorneys' fees and costs as allowed by law.

**THIRD CLAIM FOR RELIEF**

**(The Town's Adoption and Enforcement of the Challenged Ordinances Violates Plaintiffs' Rights to Equal Protection and Substantive Due Process under N.C. Const. Art. I, Sec. 19)**

56. The preceding paragraphs are reincorporated by reference as if fully set forth herein.
57. Pursuant to N.C. Const. Art. VII, Sec. 1 and N.C. Gen. Stat. § 160A-4, municipalities in North Carolina do not have authority to exercise powers contrary to State law.
58. Garner's Capacity Replacement Fees are unlawful, *ultra vires*, and not authorized by law, as Garner lacks legal authority from the General Assembly or from existing case law to charge fees for the expansion of its water and sewer systems or for services to be furnished by Garner in the future.
59. Garner's adoption and imposition of unlawful Capacity Replacement Fees as a condition to development approval is contrary to State law.
60. The imposition of unlawful fees by Garner as a condition to development approval is arbitrary and capricious and constitutes an abuse of discretion.
61. By adopting and imposing unlawful Capacity Replacement Fees as a condition to

development approval, Garner has subjected Plaintiff to disparate treatment under the laws without a rational basis in derogation of Plaintiff's fundamental rights, and Garner has acted outside the legitimate objective permitted for ordinances enacted by municipalities in North Carolina.

62. By adopting and imposing unlawful Capacity Replacement Fees as a condition to development approval, Garner has violated Plaintiff's and the Class' rights to equal protection and to substantive due process as provided by Article 1, Sec. 19 of the North Carolina Constitution.

#### **DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury for all issues so triable.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff Tart Custom Homes Inc. and members of the Class respectfully request that this Court:

1. Declare Garner's Capacity Replacement Fees unlawful;
2. Certify the Class and appointing Plaintiff and his counsel to represent the Class;
3. Issue a declaratory judgment that Defendant's actions as set forth herein violated Plaintiff's and each member of the Class' rights pursuant to N.C. Gen. Stat. § 1-253;
4. That Plaintiff and Class Members have and recover from Defendant all Capacity Replacement Fees paid by the Plaintiff and Class Members for the future expansion of its water and sewer systems or for services to be furnished, together with interest and attorney fees as allowed by law;
5. That Plaintiff and Class Members be awarded reasonable attorney fees pursuant to N.C. Gen. Stat. § 6-21.7;

6. That Plaintiff and Class Members have and recover damages, costs, and attorney's fees pursuant to Article I, Section 19 of the North Carolina Constitution for deprivation of their property rights;
7. Tax the costs of this action to Defendant; and
8. Grant Plaintiff and the members of the Class such other and further relief as the Court deems just and proper.

Respectfully submitted, this the 27 day of June, 2017.

WHITFIELD BRYSON & MASON LLP



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*Attorneys for Plaintiff Tart Custom Homes  
Inc.*

ORDINANCE NO. (2007) 3465

AN ORDINANCE TO AMEND THE COMPREHENSIVE SET OF  
FEES AND CHARGES FOR TOWN OF GARNER

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF GARNER that:

Section One. Section 2. Planning Department, Article 7, Fee in Lieu of Parkland Dedication be amended as follows:

Fee-In-Lieu of Parkland Dedication	Single Family Detached Units \$953.00/Unit
	Multi-Family Units (Townhomes, Apartments) \$762.00/Unit

Section Two. Section 2, Community Services, Article 2, Construction Fees be amended as follows:

Article 2. CONSTRUCTION FEES		
A. Residential (Comprehensive)		
1. New Dwellings	Up to 1200 Sq. Ft.	\$ 480.00 per dwelling
	Over 1200 Sq. Ft.	\$ 480.00 per dwelling plus \$.25 sq. ft.
2. Residential Additions	0 - 400 Sq.	\$270
	Over 400 Sq. Ft.	Same as New Dwelling
3. Multi-Family	See Non-Residential Comprehensive	
4. Manufactured Unit	Manufactured Home	\$270
	Construction Office	\$ 72.00 (When not part of a building permit)
5. Modular Homes/Dwellings	Per Trade Inspection when moved to another lot	
6. Residential Accessory Structures	Decks, open porches, detached garages, storage buildings with dimensions over 12 ft.	Trade Inspections plus \$.18 per sq. ft.
7. Temporary Service pole(s)	\$72.00	
B. Trade Inspections		
Building	\$ 72.00	
Electrical	\$ 72.00	
Mechanical	\$ 72.00	
Plumbing	\$ 72.00	
Fire Inspection (new construction)	\$ 72.00	



D. Non-Residential - Comprehensive (Includes plan review and fire inspections). Based on project cost	
up to \$2,500	trade fees listed above
\$2,501 - 25,000	\$ 330.00
\$25,001 - 50,000	\$ 555.00
\$50,001 - 100,000	\$ 1,045.00
\$100,001 - 200,000	\$ 1,910.00
\$200,001 - 350,000	\$ 3,265.00
\$350,001 - 500,000	\$ 4,335.00
\$500,001 - 750,000	\$ 6,060.00
\$750,001 - 1,000,000	\$ 7,585.00
greater than 1,000,000	\$ 7,585.00 for first million, plus .30% of each additional Million dollars or portion thereof

E. Fire Inspection Fees (Periodic Inspections)	
Initial and one-time follow-up inspection	no charge
each additional inspection	\$ 72.00

F. Trade Re-inspection Fees	
initial inspection	no charge
each additional inspection	\$ 72.00
weekend inspections	\$ 72.00 per hour, minimum bill of three hours

Section Three: Section 2, Article 4. Engineering Plan Review and Inspection Fees be amended as follows:

Article 4. ENGINEERING PLAN REVIEW AND INSPECTION FEES		
A. Standard Charges	1. \$1.14/LF Streets	
B. Extra Inspections	Fees entitle the developer to routine inspections during construction, a final inspection and two follow-up punchlist inspections. For each inspection in excess of these	\$ 72.00
C. Weekend Inspections	\$ 72.00.00 Per Hour	Minimum bill of three hours
Water Supply Watershed Inspection Fee	\$141.00	

Section Four. That Section 4, Article 2, Water and Sewer Acreage Fees be amended as follows:

Article 2. WATER AND SEWER ACREAGE FEES (charges calculated on a per gross acre basis for property served by the connection)		
A. Standard Charges		
Zoning	Water	Sewer
R-40	\$1,452	\$1,452
R-20	\$1,452	\$1,452
R-15	\$1,452	\$1,452
R-12 or R-12	\$1,452	\$1,452
R-9	\$1,452	\$1,452
RCD-1, RCD-2	\$1,452	\$1,452
MR-1	\$1,695	\$1,695
R-5 or RMH (Manufactured Home Park)	\$2,335	\$2,335
MF-1	\$2,290	\$2,290
MF-2	\$2,720	\$2,720
Planned Development District	Single Family Detached \$1,452 Attached Res < 9 du/ac \$2,290 Attached Res > 9 du/ac \$2,800 Institutional/Office/Retail \$3,560 Industrial/Flex Space \$3,893	Single Family Detached \$1,452 Attached Res < 9 du/ac \$2,290 Attached Res > 9 du/ac \$2,800 Institutional/Office/Retail \$3,560 Industrial/Flex Space \$3,893
NO, O & I	\$3,558	\$3,558
NB	\$3,558	\$3,558
CB	\$3,558	\$3,558
SB	\$3,558	\$3,558
MXD	\$3,558	\$3,558
I-1	\$3,894	\$3,894
I-2	\$3,894	\$3,894
The acreage fee charge for nonresidential uses developed in residential zoning districts will be based upon the fee table above.		

**B. Acreage Fee Based on Tap Size**

In districts developed for non-residential uses, the fees will be the lesser of either the charges stated above or the charges stated below based on all of the water tap size(s) utilized for the property, provided the development meets the ratio of 300/1 (tax value/gallons of sewer needed) and the development meets the minimum tax value established by the Town.

Water Tap Size	Water	Sewer
3/4"	\$1,452	\$1,452
1"	\$2,342	\$ 2,342
1 2"	\$4,680	\$ 4,680
2"	\$7,482	\$ 7,482
3"	\$14,935	\$14,935
4"	\$23,400	\$23,400
6"	\$47,705	\$47,705
8"	\$76,335	\$76,335

C. The acreage fees charged the Wake County Board of Education for public schools shall be based on \$1,452.00/acre as follows:

Elementary School	Pay fee for maximum of 4 acres
Junior High School	Pay fee for maximum of 7 acres
Senior High School	Pay fee for maximum of 10 acres

Section Five. That Section 4, Article 5, Meter Installation be amended as follows:

**Article 5. METER INSTALLATION**

A fee is charged based on the size of any water meter, greater than one inch, which is installed by the City of Raleigh

Meter size	Turbine Meter Charge	Not Ready Fee*
1. 5/8 inch	\$ 178	\$ 50
B. 3/4 inch	\$ 178	\$ 50
C. 1 inch	\$ 225	\$ 50
D. 1 2 inch	\$ 559	\$ 50
E. 2 inch	\$ 665	\$ 50
F. 4 inch	\$ 1,973	\$ 50
G. 6 inch	\$ 3,691	\$ 50



H. 6 inch w/fire protection	\$11,542	\$ 50
I. 8 inch	\$ 5,196	\$ 50
J. 8 inch w/fire protection	\$15,767	\$ 50
K. 10 inch	Price quoted individually	\$ 50
L. 10 inch w/fire protection	\$18,508	\$ 50

\* A Not Ready fee is charged only if the City of Raleigh has attempted to initially install the water meter and determined that the water service stub was either not installed to the property or the water service stub was not installed in accordance with City of Raleigh standards. The Not Ready fee must be paid to the City of Raleigh prior to the City of Raleigh proceeding to install the meter again after the initial failed attempt and prior to any water being provided to the property

Section Seven. That Section 4, Article 8, Water and Sewer Capacity Replacement Fees be amended as follows:

Article 8. WATER AND SEWER CAPACITY REPLACEMENT FEES *		
A. Water Residential/Non-residential	payable when building permit application filed	\$4.10 per gallon for new construction reserved or projected
B. Sewer Residential/Non-Residential	payable when building permit application filed	\$5.50 per gallon for new construction reserved or projected
* The amount of usage for non-residential uses shall be determined by the Town Engineer		

Section Eight. That Section 4, Article 8, Nitrogen Removal Surcharge Fees be amended as follows:

Article 8. NITROGEN REMOVAL SURCHARGE FEES		
Residential	Single Family Dwelling Units Detached	\$ 366
	Multi-Family/Townhouse/Condominium/Apartment Units	\$ 244/dwelling unit
Non-Residential	Sewer service from 0-4" in diameter	\$ 366/connection
	6" sewer service connection	\$ 854
	8" or greater sewer service connection	\$2,106

Section Nine. That Section 5, Parks and Recreation, Article 4 Athletic Fields be amended as follows:

Section Ten. That Section 2, Community Services, Article 6, Fee-In-Lieu of Sidewalks be amended as follows:

Article 6. FEE IN LIEU OF SIDEWALKS	\$21.00 LF
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Section Eleven. That Section 2, Community Services, Article 6, G. Computer Information Service Fees be removed.

Section Twelve. That Section 3, Public Works, Article 3, Residential Refuse Container Parts Charges be removed.

Any ordinance or portion thereof in conflict with this ordinance is hereby repealed.

Section Thirteen. This ordinance shall be effective on July 2, 2007.

Duly adopted this the 19<sup>th</sup> day of June, 2007.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Town Clerk

## Town of Garner Receipt Report

Permit 2070548 Issue date 8/2/2007 Receipt # 263893  
 PIN # 1619-88-5265 Property Address 140 VALLEYCRUISE CIRCLE  
 Lot # 78 Subdivision GLENS AT BETHEL  
 Owner's Name TART CUSTOM HOMES Owner's Phone 919-686-1818  
 Contractor's Name TART CUSTOM HOM Contractor's Phon 919-557-5167  
 Total cost \$346,900.00 Type of Improvement NEW BUILDING  
 Proposed Use SINGLE FAMILY DWELLING

Fee Type	Fee	ACCT #	QUANTITY	Total
GARBAGE CONTADNER	\$85.00	10303500 443226	1	\$85.00
HOME RECOVERY FEE	\$10.00	10303000 432420	1	\$10.00
METER FEE INSTALLATION RALEI	\$178.00	15319000 443925	1	\$178.00
RES SEWER CAP RALEIGH	\$1,375.00	15319000 422080	1	\$1,375.00
RES WATER CAP RALEIGH	\$1,025.00	15319000 422070	1	\$1,025.00
SEWER ACREAGE FEE RALEIGH	\$760.85	15319000 422055	1	\$760.85
SINGLE FAMILY <1200 SQUARE FT	\$480.00	10303000 432410	1	\$480.00
SINGLE FAMILY > 1200 FT	\$0.25	10303000 432410	1743	\$453.75
WATER ACREAGE RALEIGH	\$760.85	15319000 422050	1	\$760.85
WATER NUTRIENT FEE-RALEIGH	\$100.00	15319000443558	1	\$100.00

**TOTAL \$5,210.45**

