



Town of Micro
Board of Commissioners Meeting AGENDA
Tuesday –September 9 , 2025
7:00 p.m.
Micro Community Center

PLEASE NOTE CHANGE OF LOCATION FOR THE SEPTEMBER 9, 2025 MEETING.

1. CALL TO ORDER

- Call to Order
- Pledge of Allegiance
- Invocation

2. PUBLIC COMMENT

3. ADJUSTMENT/ADOPTION OF THE AGENDA

- a. Adjustments to the Agenda
- b. Adoption of the Agenda

POTENTIAL ACTION:

Adoption of Agenda

4. CONSENT AGENDA

(Items on the consent agenda are considered routine in nature or have been thoroughly discussed at previous meetings. Any member of the Board may request to have an item removed from the consent agenda for further discussion.)

- a. Draft Minutes
 - *August 12, 2025 – Regular Meeting*
 - *August 26, 2025 – Special Meeting*

POTENTIAL ACTION:

Adoption of Consent Agenda as Presented

5. SPECIAL PRESENTATION/INTRODUCTIONS

- a. Constitution Week Proclamation
 - Presented to: Donna Hosea-Liles, NCSDAR Smith-Bryan Chapter*
 - *Proclamation*

6. FINANCIAL & WATER SEWER REPORT

- a. Billing Adjustment Report
 - Presenter: Kimberly Moffett, Town Clerk*
 - *Report*
- b. Audit Update
 - Presenter: Marty Parnell, Mayor*
- c. Water Sewer Report
 - Presenter: Jason Bank, Public Works Director*
- d. Monthly Finance Report Update

Presenter: Christy Thomas, Finance Officer

- *Budget vs. Actual – August 2025*
- *GL Acct. History – August 2025*

7. PLANNING BOARD REPORT

- a. Planning Board/BOA Report

Presenter: Chad Holloman, Planning Board Chair

8. OLD BUSINESS

- a. Sealed Bid Process Update – Sale of Police Department

Presenter: Kimberly A. Moffett, Town Clerk

- *Tracking Sheet*

POTENTIAL ACTION:

Award Highest Bid

9. PUBLIC HEARINGS

- a. 2025-22-SD – Maci Creek East Subdivision

Presenter: Kimberly A. Moffett, Town Clerk & Chad Holloman, Planning Board

- *Application*
- *Planning Board Recommendation*
- *Draft Approval*

POTENTIAL ACTIONS:

Approval of #2025-22-SD

10. NEW BUSINESS

- a. Lead/Copper Technical Assistance Program

Presenter: Jason Banks, Public Works Director

POTENTIAL ACTION:

Discussion & Consensus to Move Forward

- b. Resolution – CSX Encroachment Agreement

Presenter: Jason Banks, Public Works Director

- *Agreement*
- *Resolution #2025-21*

POTENTIAL ACTION:

Adoption of Resolution #2025-21

- c. Resolution – 2026 Town of Micro Board of Commissioners Meeting Schedule

Presenter: Kimberly A. Moffett, Town Clerk

- *Resolution #2025-22*

POTENTIAL ACTION:

Adoption of Resolution #2025-22

- d. Resolution – 2026 Town of Micro Holiday Schedule

Presenter: Kimberly A. Moffett, Town Clerk

- *Resolution #2025-23*

POTENTIAL ACTION:

Adoption of Resolution #2025-23

11. COMMISSIONER REPORTS

- a. Special Events Report

Presenter: Katy Garcia, Commissioner

12. CLOSED SESSION

13. ADJOURNMENT

- a. Adjourn the Meeting

POTENTIAL ACTION:

Motion to Adjourn

Proclamation

Whereas, September 17, 2025, marks the two hundred and thirty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

Whereas, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

Now, Therefore, I, Marty Parnell, by virtue of the authority vested in me as the Mayor of the Town of Micro do hereby proclaim the week of September 17 through 23 as

Constitution Week

And ask our citizens to reaffirm the ideals of the Framers of the constitution in 1787 that protect freedoms guaranteed to us through this guardian of our liberties, and remembering that lost rights may never be regained.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the Town of Micro to be affixed

Duly adopted this the 9th day of September, 2025.

Marty Parnell
Mayor

ATTEST:

Kimberly A. Moffett, CMC
Town Clerk

Budget vs Actual

TOWN OF MICRO

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Period Ending 8/31/2025

11 GENERAL

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
Revenues							
11-101-0003 ARPA monies moved into Account from GF	0	0.00	0.00	0.00	0.00	0.00	
11-136-0690 Due from Fund 69	0	0.00	0.00	0.00	0.00	0.00	
11-200-3311 FEMA Reimbursement	0	0.00	0.00	0.00	0.00	0.00	
11-250-1000 Fund Balance Appropriated	7,500	0.00	0.00	0.00	0.00	(7,500.00)	
11-300-0000 *****GENERAL FUND REVENUES*****	0	0.00	0.00	0.00	0.00	0.00	
11-300-3100 Current Year Taxes	185,024	0.00	9,870.74	9,870.74	9,870.74	(175,153.26)	5%
11-300-3150 Prior Year Taxes	0	0.00	0.00	0.00	0.00	0.00	
11-300-3175 Tax Penalties & Interest	150	0.00	0.00	0.00	0.00	(150.00)	
11-300-3199 Vehicle Tax	20,800	0.00	1,738.94	1,738.94	1,738.94	(19,061.06)	8%
11-310-3230 Local Government Sales Tax	69,300	0.00	7,189.81	14,558.43	14,558.43	(54,741.57)	21%
11-310-3322 Beer & Wine Tax	1,900	0.00	0.00	0.00	0.00	(1,900.00)	
11-310-3324 Electricity Tax	20,000	0.00	0.00	0.00	0.00	(20,000.00)	
11-310-3325 Telecommunications Tax	700	0.00	0.00	0.00	0.00	(700.00)	
11-310-3326 Video Programming Tax	0	0.00	0.00	0.00	0.00	0.00	
11-310-3328 Solid Waste Disposal Tax	400	0.00	91.94	91.94	91.94	(308.06)	23%
11-330-3316 Powell Bill Allocation	12,000	0.00	0.00	0.00	0.00	(12,000.00)	
11-330-3345 Zoning Permit	800	0.00	0.00	60.00	60.00	(740.00)	8%
11-330-3850 Department of Commerce Grant	0	0.00	0.00	0.00	0.00	0.00	
11-330-3900 General Assembly Appropriation	0	0.00	0.00	0.00	0.00	0.00	
11-340-3311 FEMA Reimbursement	0	0.00	0.00	0.00	0.00	0.00	
11-350-3471 Garbage Fees	52,965	0.00	4,578.33	9,732.41	9,732.41	(43,232.59)	18%
11-350-3475 Household Debris	0	0.00	0.00	0.00	0.00	0.00	
11-380-3832 Clerk of Court	50	0.00	0.00	0.00	0.00	(50.00)	
11-380-3833 Police Department Donations	0	0.00	0.00	0.00	0.00	0.00	
11-380-3834 Park Grant & Donations	0	0.00	0.00	0.00	0.00	0.00	
11-380-3835 Lease Rent-US Cellular	12,000	0.00	0.00	2,185.81	2,185.81	(9,814.19)	18%

Budget vs Actual

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Period Ending 8/31/2025

11 GENERAL

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
11-380-3836 Community Building Rental	0	0.00	0.00	0.00	0.00	0.00	
11-380-3837 ABC Board	4,595	0.00	0.00	451.26	451.26	(4,143.74)	10%
11-380-3838 Gasoline Tax	0	0.00	0.00	0.00	0.00	0.00	
11-380-3839 Miscellaneous Revenue	1,000	0.00	250.00	351.20	351.20	(648.80)	35%
11-380-3840 Gasoline Tax Refund	0	0.00	0.00	0.00	0.00	0.00	
11-380-3850 Sale of Surplus Property	0	0.00	0.00	0.00	0.00	0.00	
11-385-3831 Interest Income	200	0.00	116.11	230.47	230.47	30.47	115%
11-390-3930 Transfer In Special Revenue Fund	0	0.00	0.00	0.00	0.00	0.00	
11-390-3999 Fund Balance Appropriated	0	0.00	0.00	0.00	0.00	0.00	
11-612-3301 Parks and Recreation	265	0.00	0.00	0.00	0.00	(265.00)	
11-999-9999 Contingency	0	0.00	0.00	0.00	0.00	0.00	
Revenues Totals:	389,649	0.00	23,835.87	39,271.20	39,271.20	(350,377.80)	10%

Expenses

11-101-0002 Community Building Revenue to Bring Monies In	0	0.00	0.00	0.00	0.00	0.00	
11-101-0004 ARPA monies moved out as Expenses	0	0.00	0.00	0.00	0.00	0.00	
Totals:	0	0.00	0.00	0.00	0.00	0.00	
11-410-0000 ****GOVERNING BOARD****	0	0.00	0.00	0.00	0.00	0.00	
11-410-0800 Payroll-Mayor & Commissioners	1,700	0.00	0.00	0.00	0.00	1,700.00	
11-410-0900 Payroll Taxes-Board	140	0.00	0.00	0.00	0.00	140.00	
11-410-1150 Workers Compensation	100	0.00	100.00	100.00	100.00	0.00	100%
11-410-3100 Travel-schools	0	0.00	0.00	0.00	0.00	0.00	
11-410-4500 General Insurance	125	0.00	0.00	0.00	0.00	125.00	
11-410-4910 Dues & Subscription	4,500	0.00	521.34	521.34	521.34	3,978.66	12%
11-410-6100 Election Costs	3,000	0.00	0.00	0.00	0.00	3,000.00	
11-410-9000 Community Support	0	0.00	0.00	0.00	0.00	0.00	
GOVERNING BODY Totals:	9,565	0.00	621.34	621.34	621.34	8,943.66	6%

Budget vs Actual

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Period Ending 8/31/2025

11 GENERAL

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
11-420-0000 *****ADMINISTRATION*****	0	0.00	0.00	0.00	0.00	0.00	
11-420-0100 Salaries	27,500	0.00	5,064.76	8,641.51	8,641.51	18,858.49	31%
11-420-0200 Salary Admin Other- Deputy Clerk	0	0.00	0.00	0.00	0.00	0.00	
11-420-0600 State Retirement - EMPLOYER CONTRIBUTION	0	0.00	0.00	0.00	0.00	0.00	
11-420-0900 Payroll Taxes	2,104	0.00	387.45	661.07	661.07	1,442.93	31%
11-420-1000 State Retirement	3,946	0.00	726.80	1,240.06	1,240.06	2,705.94	31%
11-420-1100 Health Insurance	0	0.00	0.00	0.00	0.00	0.00	
11-420-1150 Workers' Comp. Insurance	1,000	0.00	1,000.00	1,000.00	1,000.00	0.00	100%
11-420-1800 Accounting Fees	0	0.00	0.00	0.00	0.00	0.00	
11-420-1850 Audit	15,000	0.00	318.65	318.65	318.65	14,681.35	2%
11-420-1900 Legal	7,000	3,421.00	250.00	250.00	250.00	3,329.00	52%
11-420-2000 Salaries-Part-Time	0	0.00	0.00	0.00	0.00	0.00	
11-420-2600 Office Supplies	3,500	738.88	40.40	331.51	331.51	2,429.61	31%
11-420-2900 Departmental Supplies	2,000	194.56	55.44	55.44	55.44	1,750.00	13%
11-420-2920 Contracted Services	30,000	10,000.00	2,470.43	4,607.93	4,607.93	15,392.07	49%
11-420-3100 Travel-Schools	1,000	0.00	0.00	0.00	0.00	1,000.00	
11-420-3200 Telephone	1,800	750.00	0.00	0.00	0.00	1,050.00	42%
11-420-3250 Postage	500	0.00	0.00	0.00	0.00	500.00	
11-420-3251 Post Office Box Rent	150	0.00	0.00	0.00	0.00	150.00	
11-420-3300 Utilities	2,300	0.00	180.27	325.02	325.02	1,974.98	14%
11-420-3700 Advertising	500	0.00	35.63	35.63	35.63	464.37	7%
11-420-3800 Computer Support	16,000	1,463.66	14.56	673.63	673.63	13,862.71	13%
11-420-4500 General Insurance	6,000	0.00	0.00	5,829.75	5,829.75	170.25	97%
11-420-4501 Employee Bonding	1,000	0.00	0.00	0.00	0.00	1,000.00	
11-420-4900 Tax Collection Expense	4,012	0.00	223.50	223.50	223.50	3,788.50	6%
11-420-4950 Bank Charges	250	0.00	0.00	0.00	0.00	250.00	
11-420-7100 USDA Loan Principal	14,000	0.00	0.00	0.00	0.00	14,000.00	

Budget vs Actual

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11 GENERAL

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
11-420-7199 Trasfer Out	0	0.00	0.00	0.00	0.00	0.00	0.00
11-420-7200 USDA Loan Interest	950	0.00	0.00	0.00	0.00	950.00	
11-420-9999 Contingency	49,642	0.00	0.00	0.00	0.00	49,642.00	
ADMINISTRATION Totals:	190,154	16,568.10	10,767.89	24,193.70	24,193.70	149,392.20	21%
11-430-0000 *****POLICE*****	0	0.00	0.00	0.00	0.00	0.00	0.00
11-430-0100 Salaries	0	0.00	0.00	0.00	0.00	0.00	0.00
11-430-0200 Salaries-Part-Time	0	0.00	0.00	0.00	0.00	0.00	0.00
11-430-0400 Police Separation Allowance	0	0.00	0.00	0.00	0.00	0.00	0.00
11-430-0600 Police 401K	0	0.00	0.00	0.00	0.00	0.00	0.00
11-430-0900 Payroll Taxes	0	0.00	0.00	0.00	0.00	0.00	0.00
11-430-1000 State Retirement	0	0.00	0.00	0.00	0.00	0.00	0.00
11-430-1100 Health Insurance	0	0.00	0.00	0.00	0.00	0.00	0.00
11-430-1150 Workers Compensation	0	0.00	0.00	0.00	0.00	0.00	0.00
11-430-2500 Gasoline & Fuel Oil-Vehicles	250	0.00	0.00	0.00	0.00	250.00	
11-430-2600 Office Supplies	0	0.00	0.00	0.00	0.00	0.00	0.00
11-430-2900 Departmental Supplies	0	0.00	0.00	0.00	0.00	0.00	0.00
11-430-2950 Uniforms & Boots	0	0.00	0.00	0.00	0.00	0.00	0.00
11-430-3100 Travel-Schools	0	0.00	0.00	0.00	0.00	0.00	0.00
11-430-3200 Telephone	900	0.00	0.00	0.00	0.00	900.00	
11-430-3300 Utilities	1,000	0.00	58.55	106.54	106.54	893.46	11%
11-430-3500 Repairs & Maintenance-Vehicles & Trucks	1,000	32.14	0.00	0.00	0.00	967.86	3%
11-430-3550 Repairs & Maintenance-Equipment	0	0.00	0.00	0.00	0.00	0.00	0.00
11-430-3575 Repairs & Maintenance-Buildings	1,000	0.00	0.00	0.00	0.00	1,000.00	
11-430-3800 Computer Support	0	0.00	0.00	0.00	0.00	0.00	0.00
11-430-4500 General Insurance	3,000	0.00	0.00	0.00	0.00	3,000.00	
11-430-5500 Capital Outlay	0	0.00	0.00	0.00	0.00	0.00	0.00

Budget vs Actual

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Period Ending 8/31/2025

11 GENERAL

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
11-430-7100 USDA Loan Payment-Principal	0	0.00	0.00	0.00	0.00	0.00	
11-430-7200 USDA Loan Interest Expense	0	0.00	0.00	0.00	0.00	0.00	
11-434-0000 ****FIRE DEPARTMENT****	0	0.00	0.00	0.00	0.00	0.00	
11-434-6900 Fire Department Tax	42,000	0.00	0.00	0.00	0.00	42,000.00	
11-450-0000 ****STREETS****	0	0.00	0.00	0.00	0.00	0.00	
11-450-0100 Salaries	36,000	0.00	3,845.44	7,690.88	7,690.88	28,309.12	21%
11-450-0200 Salaries-Part-Time	0	0.00	0.00	0.00	0.00	0.00	
11-450-0500 RR Crossing Gates	0	0.00	0.00	0.00	0.00	0.00	
11-450-0900 Payroll Taxes	2,754	0.00	294.16	588.32	588.32	2,165.68	21%
11-450-1000 State Retirement	5,166	0.00	551.82	1,103.64	1,103.64	4,062.36	21%
11-450-1100 Health Insurance	12,600	0.00	863.65	1,721.80	1,721.80	10,878.20	14%
11-450-1150 Workers Compensation	3,000	0.00	4,624.83	4,624.83	4,624.83	(1,624.83)	154%
11-450-2500 Gasoline & Fuel Oil- Vehicles	1,600	616.55	428.64	717.38	717.38	266.07	83%
11-450-2550 Gasoline & Fuel Oil-Equipment	1,000	0.00	0.00	0.00	0.00	1,000.00	
11-450-2900 Departmental Supplies	1,000	70.01	429.99	429.99	429.99	500.00	50%
11-450-2950 Uniforms & Boots	0	0.00	0.00	0.00	0.00	0.00	
11-450-2999 Christmas Expense	1,800	317.26	32.71	98.16	98.16	1,384.58	23%
11-450-3300 Utilities	400	0.00	32.71	65.42	65.42	334.58	16%
11-450-3350 Street Lights	10,300	10,000.00	967.23	967.23	967.23	(667.23)	106%
11-450-3500 Repairs & Maintenance-Vehicles & Trucks	1,800	0.00	543.00	543.00	543.00	1,257.00	30%
11-450-3550 Repairs & Maintenance-Equipment	2,000	455.15	78.83	78.83	78.83	1,466.02	27%
11-450-3575 Repairs & Maintenance-Buildings	1,250	0.00	0.00	0.00	0.00	1,250.00	
11-450-3900 Inmate Service Program	0	0.00	0.00	0.00	0.00	0.00	
11-450-5500 Capital Outlay	12,000	0.00	0.00	0.00	0.00	12,000.00	
11-450-6000 Powell Bill Expenditures	0	1,239.84	398.80	1,378.80	1,378.80	(2,618.64)	
11-450-6950 FEMA Grant Expenditures	0	0.00	0.00	0.00	0.00	0.00	

Budget vs Actual

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Period Ending 8/31/2025

11 GENERAL

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
11-470-0000 *****SANITATION*****	0	0.00	0.00	0.00	0.00	0.00	
11-470-3350 Utilities - Dump Site	500	0.00	39.42	81.32	81.32	418.68	16%
11-470-4990 Garbage Pick-up Contract	40,660	33,786.28	3,071.48	3,071.48	3,071.48	3,802.24	91%
11-470-4995 Johnston County Landfill Fees	0	0.00	0.00	0.00	0.00	0.00	
11-612-0000 *****RECREATION*****	0	0.00	0.00	0.00	0.00	0.00	
11-612-3300 Utilities	1,200	150.00	33.19	114.11	114.11	935.89	22%
11-612-3302 Parks and Recreation	250	0.00	0.00	0.00	0.00	250.00	
11-612-3550 Repairs & Maintenance-Equipment	500	0.00	0.00	0.00	0.00	500.00	
11-612-3575 Repairs & Maintenance-Buildings	5,000	180.00	63.28	63.28	63.28	4,756.72	5%
Totals:	189,930	46,847.23	16,357.73	23,445.01	23,445.01	119,637.76	37%
Expenses Totals:	389,649	63,415.33	27,746.96	48,260.05	48,260.05	277,973.62	29%
11 GENERAL Revenues Over/(Under) Expenses:			(3,911.09)	(8,988.85)	(8,988.85)		

Budget vs Actual

TOWN OF MICRO
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Period Ending 8/31/2025

31 WATER & SEWER

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
Revenues							
31-136-0000 Due From Other Funds	0	0.00	0.00	0.00	0.00	0.00	0.00
31-500-0000 *****WATER & SEWER REVENUES****	0	0.00	0.00	0.00	0.00	0.00	0.00
31-500-1000 Fund Balance Appropriated	0	0.00	0.00	0.00	0.00	0.00	0.00
31-500-3713 Water Fees	244,227	0.00	16,104.89	34,131.98	34,131.98	(210,095.02)	14%
31-500-3715 Water Taps	1,500	0.00	0.00	0.00	0.00	(1,500.00)	
31-500-3716 Water Meters	0	0.00	0.00	0.00	0.00	0.00	
31-500-3720 Water Admin. Fees	1,200	0.00	300.00	450.00	450.00	(750.00)	38%
31-500-3725 Reconnect Fees	500	0.00	150.00	233.13	233.13	(266.87)	47%
31-500-3735 Returned Check Fees	100	0.00	0.00	0.00	0.00	(100.00)	
31-500-3930 Transfer from Special Revenue Fund	0	0.00	0.00	0.00	0.00	0.00	
31-555-3714 Sewer Fees	306,450	0.00	19,238.53	41,368.34	41,368.34	(265,081.66)	13%
31-555-3715 Sewer Taps	0	0.00	0.00	0.00	0.00	0.00	
31-555-3730 Late Fees	5,000	0.00	1,060.16	2,884.20	2,884.20	(2,115.80)	58%
31-595-3831 Interest Earned	300	0.00	16.32	32.58	32.58	(267.42)	11%
31-599-3311 FEMA Grants	0	0.00	0.00	0.00	0.00	0.00	
31-599-3839 Miscellaneous	0	0.00	0.00	0.00	0.00	0.00	
31-599-4000 Insurance Proceeds	0	0.00	0.00	0.00	0.00	0.00	
31-599-9000 Transfer In	0	0.00	0.00	0.00	0.00	0.00	
Revenues Totals:	559,277	0.00	36,869.90	79,100.23	79,100.23	(480,176.77)	14%
Expenses							
31-710-0000 *****WATER & SEWER ADMIN****	0	0.00	0.00	0.00	0.00	0.00	
31-710-0100 Salaries-Deputy Town Clerk	27,500	0.00	970.13	2,613.01	2,613.01	24,886.99	10%
31-710-0150 Accrued Vacation Pay Adjustment	0	0.00	0.00	0.00	0.00	0.00	
31-710-0900 Payroll Taxes-Admin	2,104	0.00	74.22	199.90	199.90	1,904.10	10%

Budget vs Actual

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Period Ending 8/31/2025

31 WATER & SEWER

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
31-710-1000 Retirement Expense	3,946	0.00	139.22	374.98	374.98	3,571.02	10%
31-710-1100 Health Ins	0	0.00	0.00	0.00	0.00	0.00	
31-710-1150 Workers' Comp Insurance	1,500	0.00	1,500.00	1,500.00	1,500.00	0.00	100%
31-710-1800 Accounting Fees	0	0.00	0.00	0.00	0.00	0.00	
31-710-1850 Audit	15,000	0.00	0.00	0.00	0.00	15,000.00	
31-710-1900 Legal	1,000	0.00	0.00	0.00	0.00	1,000.00	
31-710-2600 Office Supplies	1,000	738.87	181.46	211.57	211.57	49.56	95%
31-710-2900 Departmental Supplies	2,200	0.00	0.00	0.00	0.00	2,200.00	
31-710-2920 Contracted Services	40,000	17,500.00	25.43	3,662.93	3,662.93	18,837.07	53%
31-710-3100 Schools-Training	600	50.00	0.00	50.00	50.00	500.00	17%
31-710-3200 Telephone & Internet	2,000	750.00	0.00	0.00	0.00	1,250.00	38%
31-710-3300 Utilities	2,000	0.00	180.27	325.03	325.03	1,674.97	16%
31-710-3700 Advertising	300	0.00	0.00	0.00	0.00	300.00	
31-710-3800 Computer Support	14,000	5,550.73	14.56	673.63	673.63	7,775.64	44%
31-710-4500 General Insurance	6,300	0.00	0.00	5,829.74	5,829.74	470.26	93%
31-710-4950 Bank & Charge Card Fees	1,000	0.00	0.00	0.00	0.00	1,000.00	
31-710-4955 Bad Debts	0	0.00	0.00	0.00	0.00	0.00	
31-710-5500 Capital Outlay	0	0.00	0.00	0.00	0.00	0.00	
31-710-9999 Contingency	0	0.00	0.00	0.00	0.00	0.00	
31-730-0000 ****WATER OPERATIONS****	0	0.00	0.00	0.00	0.00	0.00	
31-730-0100 Salaries	29,500	0.00	1,730.76	3,461.52	3,461.52	26,038.48	12%
31-730-0150 Accrued Vacation Pay	0	0.00	0.00	0.00	0.00	0.00	
Adjustments							
31-730-0900 Payroll Taxes	2,257	0.00	132.40	264.80	264.80	1,992.20	12%
31-730-1000 Retirement Expense	4,233	0.00	248.36	496.72	496.72	3,736.28	12%
31-730-1100 Health Insurance	6,900	0.00	348.32	699.39	699.39	6,200.61	10%
31-730-2500 Gasoline & Fuel Oil- Vehicles	1,600	(105.88)	205.30	281.38	281.38	1,424.50	11%
31-730-2550 Gasoline & Fuel Oil- Equipment	750	0.00	0.00	0.00	0.00	750.00	
31-730-2900 Departmental Supplies	4,000	259.73	382.05	382.05	382.05	3,358.22	16%

Budget vs Actual

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Period Ending 8/31/2025

31 WATER & SEWER

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
31-730-2950 Uniforms	750	0.00	0.00	0.00	0.00	750.00	
31-730-2975 Water Purchase Johnston County	7,700	8,000.00	692.13	692.13	692.13	(992.13)	113%
31-730-3300 Utilities-Wells	6,500	0.00	452.28	907.21	907.21	5,592.79	14%
31-730-3500 Repairs & Maintenance-Vehicles & Trucks	1,300	0.00	701.78	701.78	701.78	598.22	54%
31-730-3550 Repairs & Maintenance-Equipment	15,000	0.00	0.00	0.00	0.00	15,000.00	
31-730-3575 Repairs & Maintenance-Buildings	500	180.00	15.00	15.00	15.00	305.00	39%
31-730-3580 Repairs & Maintenance- Water Lines	65,000	16,873.93	11,737.02	11,737.02	11,737.02	36,389.05	44%
31-730-3581 Repairs & Maintenance- Water Tank	9,000	0.00	0.00	0.00	0.00	9,000.00	
31-730-3588 Repairs & Maintenance- Well	10,000	2,775.25	2,724.75	2,724.75	2,724.75	4,500.00	55%
31-730-4600 Water Testing- Environment	4,000	446.00	54.00	54.00	54.00	3,500.00	13%
31-730-4910 Dues & Permits	1,000	0.00	0.00	0.00	0.00	1,000.00	
31-730-5500 Capital Outlay	0	0.00	0.00	0.00	0.00	0.00	
31-730-6950 FEMA Grant Expenditures	0	0.00	0.00	0.00	0.00	0.00	
31-740-0000 *****SEWER OPERATIONS*****	0	0.00	0.00	0.00	0.00	0.00	
31-740-0100 Salaries	29,500	0.00	1,730.76	3,461.52	3,461.52	26,038.48	12%
31-740-0150 Accrued Vacation Pay Adjustment	0	0.00	0.00	0.00	0.00	0.00	
31-740-0900 Payroll Taxes	2,257	0.00	132.40	264.80	264.80	1,992.20	12%
31-740-1000 Retirement Expense	4,233	0.00	248.36	496.72	496.72	3,736.28	12%
31-740-1100 Health Insurance	6,900	0.00	348.31	699.37	699.37	6,200.63	10%
31-740-1875 Engineering Fees	2,000	0.00	0.00	0.00	0.00	2,000.00	
31-740-2500 Gasoline & Fuel Oil- Vehicles	1,500	0.00	0.00	0.00	0.00	1,500.00	
31-740-2550 Gasoline & Fuel Oil- Equipment	585	0.00	0.00	0.00	0.00	585.00	
31-740-2900 Departmental Supplies	1,100	383.33	244.33	244.33	244.33	472.34	57%

Budget vs Actual

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Period Ending 8/31/2025

31 WATER & SEWER

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
31-740-2950 Uniforms	750	0.00	0.00	0.00	0.00	750.00	
31-740-3300 Utilities- Lift Stations	9,000	0.00	676.41	1,374.97	1,374.97	7,625.03	15%
31-740-3500 Repairs & Maintenance- Vehicles & Trucks	500	0.00	0.00	0.00	0.00	500.00	
31-740-3550 Repairs & Maintenance- Equipment	8,000	0.00	0.00	0.00	0.00	8,000.00	
31-740-3575 Repairs & Maintenance- Buildings	500	0.00	0.00	0.00	0.00	500.00	
31-740-3585 Repairs & Maintenance- Sewer Lines	10,000	0.00	1,243.00	1,243.00	1,243.00	8,757.00	12%
31-740-3588 Repairs & Maintenance- Lift Stations	10,000	3,240.00	3,058.99	3,058.99	3,058.99	3,701.01	63%
31-740-4910 Dues & Permits	1,000	0.00	0.00	0.00	0.00	1,000.00	
31-740-4999 Sewer Treatment Fees- Town of Kenly	140,000	50,000.00	0.00	8,499.77	8,499.77	81,500.23	42%
31-740-5500 Capital Outlay	0	0.00	0.00	0.00	0.00	0.00	
31-740-6900 CSX-Railroad	1,910	0.00	0.00	0.00	0.00	1,910.00	
31-740-7100 Principal on FHA Loan	16,000	0.00	0.00	0.00	0.00	16,000.00	
31-740-7200 FHA Interest Expense USDA Interest	12,950	0.00	0.00	0.00	0.00	12,950.00	
31-740-8100 SCADA	8,000	0.00	0.00	0.00	0.00	8,000.00	
31-740-8500 Violations	0	0.00	0.00	0.00	0.00	0.00	
31-740-8888 Depreciation	0	0.00	0.00	0.00	0.00	0.00	
31-745-7100 GO Bond Principle	0	0.00	0.00	0.00	0.00	0.00	
31-745-7200 Interest Expense	0	0.00	0.00	0.00	0.00	0.00	
31-999-9999 Contingency	2,152	0.00	0.00	0.00	0.00	2,152.00	
Totals:	559,277	106,641.96	30,192.00	57,202.01	57,202.01	395,433.03	29%
Expenses Totals:	559,277	106,641.96	30,192.00	57,202.01	57,202.01	395,433.03	29%
31 WATER & SEWER Revenues Over/(Under) Expenses:			6,677.90	21,898.22	21,898.22		

GL Account History Summary

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Account Range: 11-100-0000 Cash - KS Bank General - 11-100-0000 Cash - KS Bank General

Date Range: 8/1/2025 - 8/31/2025

GL Account - 11-100-0000 Cash - KS Bank General

Date	Description	Source	Debits	Credits	Date
Fiscal Period - Fiscal Year 25-26		Beg Balance	\$176,223.50	\$0.00	
08/04/2025	De Lage Landen Copier rental	GL CD	\$0.00	\$27.15	08/04/2025
08/04/2025	Streets	GL CD	\$0.00	\$967.23	08/04/2025
08/04/2025	UB Pay	UB PM	\$329.22	\$0.00	08/04/2025
08/04/2025	Vehicle Tax May 2025	GL GJ	\$1,712.86	\$0.00	08/06/2025
08/05/2025	BCBS Aug 2025	GL CD	\$0.00	\$863.65	08/06/2025
08/05/2025	Federal Tax Refund July 2025	GL CD	\$0.00	\$1,427.75	08/06/2025
08/05/2025	Orbit July 2025	GL CD	\$0.00	\$1,466.28	08/07/2025
08/05/2025	Orbit July 2025	GL CD	\$0.00	\$44.13	08/11/2025
08/05/2025	UB Pay	UB PM	\$66.00	\$0.00	08/05/2025
08/05/2025	UB Pay	UB PM	\$22.00	\$0.00	08/05/2025
08/06/2025	State Tax Refund July 2025	GL CD	\$0.00	\$206.40	08/06/2025
08/06/2025	UB Pay	UB PM	\$110.00	\$0.00	08/06/2025
08/07/2025	CavMac	AP CK	\$0.00	\$318.65	08/07/2025
08/07/2025	CORE & MAIN LP	AP CK	\$0.00	\$212.86	08/07/2025
08/07/2025	DUKE ENERGY PROGRESS	AP CK	\$0.00	\$0.03	08/07/2025
08/07/2025	Johnston County Mayors Association	AP CK	\$0.00	\$500.00	08/07/2025
08/07/2025	MILNER, INC.	AP CK	\$0.00	\$44.01	08/07/2025
08/07/2025	Paid out of General fund s/b Powell bill	GL GJ	\$199.40	\$0.00	08/13/2025
08/07/2025	SURF & TURF	AP CK	\$0.00	\$459.01	08/07/2025
08/07/2025	UB Pay	UB PM	\$232.89	\$0.00	08/07/2025
08/07/2025	UB Pay	UB PM	\$22.00	\$0.00	08/07/2025
08/07/2025	UB PayOPA	UB PM	\$22.00	\$0.00	08/07/2025
08/07/2025	UNIFIRST	AP CK	\$0.00	\$59.18	08/07/2025
08/07/2025	W. LANDIS BULLOCK	AP CK	\$0.00	\$47.88	08/07/2025
08/08/2025	Duke Energy Aug. 2025	GL CD	\$0.00	\$425.13	08/04/2025
08/08/2025	PR Post Checks	PR CK	\$0.00	\$3,509.41	08/05/2025
08/11/2025	Fed Tax Deposit July 26-August 8, 2025	GL CD	\$0.00	\$880.08	08/12/2025
08/11/2025	UB Pay	UB PM	\$669.00	\$0.00	08/11/2025
08/11/2025	UB Pay	UB PM	\$277.65	\$0.00	08/11/2025
08/12/2025	UB Pay	UB PM	\$66.00	\$0.00	08/12/2025
08/12/2025	Walter Warren, Jr- Sup Application	GL CR	\$250.00	\$0.00	08/11/2025
08/13/2025	UB DepApp	UB DA	\$44.00	\$0.00	08/13/2025
08/13/2025	UB DepApp	UB DA	\$44.00	\$0.00	08/13/2025
08/13/2025	UB Pay	UB PM	\$22.00	\$0.00	08/12/2025
08/13/2025	UB Pay	UB PM	\$259.00	\$0.00	08/13/2025
08/15/2025	Sales & Use-June 30, 2025	GL CR	\$7,189.81	\$0.00	08/15/2025

GL Account History Summary

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Account Range: 11-100-0000 Cash - KS Bank General - 11-100-0000 Cash - KS Bank General

Date Range: 8/1/2025 - 8/31/2025

GL Account - 11-100-0000 Cash - KS Bank General					
Date	Description	Source	Debits	Credits	Date
08/15/2025	Solid Waste Disposal Tax-June 30,2025	GL CR	\$91.94	\$0.00	08/15/2025
08/15/2025	UB PayVoid	UB PV	\$0.00	\$22.00	08/28/2025
08/18/2025	BIG BOY'S TRUCK STOP	AP CK	\$0.00	\$318.89	08/18/2025
08/18/2025	CLEGG'S TERMITE & PEST CONTROL	AP CK	\$0.00	\$15.00	08/18/2025
08/18/2025	GFL ENVIRONMENTAL	AP CK	\$0.00	\$3,071.48	08/18/2025
08/18/2025	HEWETT LAW GROUP, P.A.	AP CK	\$0.00	\$250.00	08/18/2025
08/18/2025	UB Pay	UB PM	\$1,323.11	\$0.00	08/18/2025
08/18/2025	VISA	AP CK	\$0.00	\$693.26	08/18/2025
08/19/2025	UB Pay	UB PM	\$141.97	\$0.00	08/19/2025
08/19/2025	UB Pay	UB PM	\$22.00	\$0.00	08/19/2025
08/19/2025	UB PayOPA	UB PM	\$1.43	\$0.00	08/19/2025
08/19/2025	UB PayVoid	UB PV	\$0.00	\$22.00	08/19/2025
08/20/2025	Kimberly Moffett- Leather Journal	GL CR	\$12.72	\$0.00	08/19/2025
08/20/2025	UB Pay	UB PM	\$66.00	\$0.00	08/20/2025
08/20/2025	UB PayOPA	UB PM	\$225.94	\$0.00	08/20/2025
08/21/2025	UB DepApp	UB DA	\$22.00	\$0.00	08/21/2025
08/21/2025	UB Pay	UB PM	\$138.64	\$0.00	08/21/2025
08/22/2025	PR Post Checks	PR CK	\$0.00	\$3,525.41	08/18/2025
08/25/2025	Ad Valorem August 2025	GL GJ	\$3,495.45	\$0.00	08/25/2025
08/25/2025	Federal Tax-August 2025	GL CD	\$0.00	\$883.16	08/25/2025
08/25/2025	State Retirement Aug 2025	GL CD	\$0.00	\$1,813.23	08/25/2025
08/25/2025	State Tax-August 2025	GL CD	\$0.00	\$259.14	08/25/2025
08/25/2025	UB Pay	UB PM	\$139.56	\$0.00	08/25/2025
08/26/2025	UB Pay	UB PM	\$44.07	\$0.00	08/26/2025
08/27/2025	BIG BOY'S TRUCK STOP	AP CK	\$0.00	\$109.75	08/27/2025
08/27/2025	Leatherman Real Estate Services	AP CK	\$0.00	\$2,445.00	08/27/2025
08/27/2025	NC INTERLOCAL RISK MGMT AGENCY	AP CK	\$0.00	\$5,724.83	08/27/2025
08/27/2025	Reversal of Batch 137098 posted in error	GL GJ	\$0.00	\$199.40	09/02/2025
08/27/2025	UB DepApp	UB DA	\$22.00	\$0.00	08/27/2025
08/27/2025	UB Pay	UB PM	\$47.05	\$0.00	08/27/2025
08/27/2025	VC3, INC.	AP CK	\$0.00	\$15.55	08/27/2025
08/28/2025	Ad Valorem 8/14-8/20,2025	GL GJ	\$6,177.87	\$0.00	08/28/2025
08/28/2025	UB Pay	UB PM	\$242.80	\$0.00	08/28/2025
Transaction Totals			\$23,752.38	\$30,826.93	
**	End Balance		\$169,148.95	\$0.00	**

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Account Range: 31-100-0000 Cash - KS Bank General - 31-100-0000 Cash - KS Bank General

Date Range: 8/1/2025 - 8/31/2025

GL Account - 31-100-0000 Cash - KS Bank General

Date	Description	Source	Debits	Credits	Date
Fiscal Period - Fiscal Year 25-26		Beg Balance	\$234,211.48	\$0.00	
08/04/2025	De Lage Landen Copier rental	GL CD	\$0.00	\$27.15	08/04/2025
08/04/2025	UB Pay	UB PM	\$2,652.96	\$0.00	08/04/2025
08/04/2025	UB PayOPR	UB PM	\$51.07	\$0.00	08/04/2025
08/05/2025	BCBS Aug 2025	GL CD	\$0.00	\$696.63	08/06/2025
08/05/2025	Duke Energy Pump 4	GL CD	\$0.00	\$69.64	08/04/2025
08/05/2025	Federal Tax Refund July 2025	GL CD	\$0.00	\$1,063.30	08/06/2025
08/05/2025	Orbit July 2025	GL CD	\$0.00	\$995.88	08/07/2025
08/05/2025	Orbit July 2025	GL CD	\$0.00	\$42.87	08/11/2025
08/05/2025	UB DepRef	UB DR	\$150.00	\$150.00	08/05/2025
08/05/2025	UB Pay	UB PM	\$956.00	\$0.00	08/05/2025
08/05/2025	UB Pay	UB PM	\$26.17	\$0.00	08/05/2025
08/05/2025	UB PayOPR	UB PM	\$320.00	\$0.00	08/05/2025
08/06/2025	State Tax Refund July 2025	GL CD	\$0.00	\$163.60	08/06/2025
08/06/2025	UB Pay	UB PM	\$836.89	\$0.00	08/06/2025
08/07/2025	CORE & MAIN LP	AP CK	\$0.00	\$2,146.05	08/07/2025
08/07/2025	MERITECH, INC.	AP CK	\$0.00	\$54.00	08/07/2025
08/07/2025	MILNER, INC.	AP CK	\$0.00	\$44.03	08/07/2025
08/07/2025	Napa Auto Parts	AP CK	\$0.00	\$28.17	08/07/2025
08/07/2025	Pioneer Research	AP CK	\$0.00	\$2,486.00	08/07/2025
08/07/2025	UB Pay	UB PM	\$2,104.13	\$0.00	08/07/2025
08/07/2025	UB Pay	UB PM	\$76.41	\$0.00	08/07/2025
08/07/2025	UB PayOPA	UB PM	\$28.00	\$50.00	08/07/2025
08/07/2025	UB PayOPR	UB PM	\$143.06	\$0.00	08/07/2025
08/07/2025	UB PayOPR	UB PM	\$50.00	\$0.00	08/07/2025
08/07/2025	UNIFIRST	AP CK	\$0.00	\$130.22	08/07/2025
08/08/2025	Duke Energy Aug. 2025	GL CD	\$0.00	\$1,193.92	08/04/2025
08/08/2025	PR Post Checks	PR CK	\$0.00	\$1,700.80	08/05/2025
08/11/2025	Duke Energy Aug. 2025	GL CD	\$0.00	\$45.40	08/04/2025
08/11/2025	Fed Tax Deposit July 26-August 8, 2025	GL CD	\$0.00	\$477.31	08/12/2025
08/11/2025	UB Pay	UB PM	\$4,373.50	\$0.00	08/11/2025
08/11/2025	UB Pay	UB PM	\$1,786.24	\$0.00	08/11/2025
08/11/2025	UB PayOPR	UB PM	\$21.43	\$0.00	08/11/2025
08/12/2025	UB DepRec	UB DP	\$175.00	\$0.00	08/12/2025
08/12/2025	UB ManPay	UB PM	\$75.00	\$0.00	08/12/2025
08/12/2025	UB Pay	UB PM	\$1,888.83	\$0.00	08/12/2025
08/12/2025	UB PayOPR	UB PM	\$11.28	\$0.00	08/12/2025

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Date Range: 8/1/2025 - 8/31/2025

GL Account - 31-100-0000 Cash - KS Bank General

Date	Description	Source	Debits	Credits	Date
08/13/2025	Admin Fee Steven Coley Sr	GL CR	\$75.00	\$0.00	08/13/2025
08/13/2025	UB DepApp	UB DA	\$106.00	\$150.00	08/13/2025
08/13/2025	UB DepApp	UB DA	\$175.00	\$175.00	08/13/2025
08/13/2025	UB DepApp	UB DA	\$131.00	\$175.00	08/13/2025
08/13/2025	UB Pay	UB PM	\$133.51	\$0.00	08/12/2025
08/13/2025	UB Pay	UB PM	\$2,740.66	\$0.00	08/13/2025
08/13/2025	Void-Admin Fee Steven Coley Sr	GL CR	\$0.00	\$75.00	08/13/2025
08/15/2025	DeLage Landen August 2025	GL CD	\$0.00	\$149.22	08/15/2025
08/15/2025	UB PayVoid	UB PV	\$0.00	\$155.96	08/28/2025
08/18/2025	CLEGG'S TERMITE & PEST CONTROL	AP CK	\$0.00	\$15.00	08/18/2025
08/18/2025	CORE & MAIN LP	AP CK	\$0.00	\$1,878.80	08/18/2025
08/18/2025	JOHNSTON COUNTY UTILITY DEPT.	AP CK	\$0.00	\$692.13	08/18/2025
08/18/2025	PUBLIC UTILITY SOLUTIONS	AP CK	\$0.00	\$9,010.00	08/18/2025
08/18/2025	UB Pay	UB PM	\$11,619.09	\$0.00	08/18/2025
08/18/2025	UB PayOPR	UB PM	\$268.84	\$0.00	08/18/2025
08/18/2025	UTILITY SERVICE CO., INC.	AP CK	\$0.00	\$2,724.75	08/18/2025
08/18/2025	VISA	AP CK	\$0.00	\$1,240.38	08/18/2025
08/19/2025	UB DepRec	UB DP	\$275.00	\$0.00	08/19/2025
08/19/2025	UB ManPay	UB PM	\$75.00	\$0.00	08/19/2025
08/19/2025	UB ManPay	UB PM	\$75.00	\$0.00	08/19/2025
08/19/2025	UB Pay	UB PM	\$1,065.11	\$0.00	08/19/2025
08/19/2025	UB Pay	UB PM	\$198.46	\$0.00	08/19/2025
08/19/2025	UB PayOPA	UB PM	\$0.00	\$1.43	08/19/2025
08/19/2025	UB PayOPR	UB PM	\$28.54	\$0.00	08/19/2025
08/19/2025	UB PayVoid	UB PV	\$0.00	\$198.46	08/19/2025
08/20/2025	UB Pay	UB PM	\$457.79	\$0.00	08/20/2025
08/20/2025	UB PayOPA	UB PM	\$639.67	\$865.61	08/20/2025
08/21/2025	UB DepApp	UB DA	\$49.57	\$49.57	08/21/2025
08/21/2025	UB DepApp	UB DA	\$93.56	\$115.56	08/21/2025
08/21/2025	UB DepRec	UB DP	\$100.00	\$0.00	08/21/2025
08/21/2025	UB DepRef	UB DR	\$50.43	\$50.43	08/21/2025
08/21/2025	UB DepRef	UB DR	\$34.44	\$34.44	08/21/2025
08/21/2025	UB ManPay	UB PM	\$75.00	\$0.00	08/21/2025
08/21/2025	UB Pay	UB PM	\$839.97	\$0.00	08/21/2025
08/22/2025	PR Post Checks	PR CK	\$0.00	\$1,704.84	08/18/2025
08/25/2025	Federal Tax-August 2025	GL CD	\$0.00	\$477.97	08/25/2025
08/25/2025	State Retirement Aug 2025	GL CD	\$0.00	\$901.83	08/25/2025

GL Account History Summary

TOWN OF MICRO

9/6/2025 11:32 AM

Page 3/3

Account Range: 31-100-0000 Cash - KS Bank General - 31-100-0000 Cash - KS Bank General

Date Range: 8/1/2025 - 8/31/2025

GL Account - 31-100-0000 Cash - KS Bank General

Date	Description	Source	Debits	Credits	Date
08/25/2025	State Tax-August 2025	GL CD	\$0.00	\$143.86	08/25/2025
08/25/2025	UB Pay	UB PM	\$2,149.99	\$0.00	08/25/2025
08/26/2025	UB Pay	UB PM	\$262.76	\$0.00	08/26/2025
08/27/2025	BIG BOY'S TRUCK STOP	AP CK	\$0.00	\$112.10	08/27/2025
08/27/2025	BIG BOY'S TRUCK STOP	AP CK	\$0.00	\$93.20	08/27/2025
08/27/2025	Blake Colgan	AP CK	\$0.00	\$34.44	08/27/2025
08/27/2025	CORE & MAIN LP	AP CK	\$0.00	\$765.04	08/27/2025
08/27/2025	LESLIE NICOLE MELVIN	AP CK	\$0.00	\$50.43	08/27/2025
08/27/2025	NC INTERLOCAL RISK MGMT AGENCY	AP CK	\$0.00	\$1,500.00	08/27/2025
08/27/2025	Reversal of entry batch# 137188	GL GJ	\$0.00	\$150.00	08/27/2025
08/27/2025	SURF & TURF	AP CK	\$0.00	\$59.77	08/27/2025
08/27/2025	UB DepApp	UB DA	\$68.14	\$90.14	08/27/2025
08/27/2025	UB DepRec	UB DP	\$150.00	\$0.00	08/27/2025
08/27/2025	UB DepRef	UB DR	\$59.86	\$59.86	08/27/2025
08/27/2025	UB Pay	UB PM	\$566.20	\$0.00	08/27/2025
08/27/2025	Valerie Setneska	AP CK	\$0.00	\$59.86	08/27/2025
08/27/2025	VC3, INC.	AP CK	\$0.00	\$15.54	08/27/2025
08/28/2025	UB Pay	UB PM	\$882.39	\$0.00	08/28/2025
Transaction Totals			\$39,171.95	\$35,540.59	
**	End Balance		\$237,842.84	\$0.00	**

SEALED BID TRACKING SHEET
TOWN OF MICRO POLICE DEPARTMENT BUILDING
.340 ACRES – 101 US 301 SOUTH
PIN #10008013

ENVELOPE REFERENCE #	BIDDER NAME	DATE BID RECEIVED	TIME BID RECEIVED	DATE BID OPENED	TIME BID OPENED	BIDDER NAME	AMOUNT OF BID	DEPOSIT AMOUNT	BID OPENED BY
1	United Community (<i>per envelope</i>)	8/25/25	11:00 a.m.	8/25/25	3:01 p.m.	Warehouse Properties LLC	\$62,300.00	\$3,115.00	N. Medlin
2	PC Property	8/25/25	2:45 p.m.	8/25/25	3:02 p.m.	PC Property	\$60,020.25	\$3,001.02	N. Medlin
3	LC Smith	8/25/25	2:49 p.m.	8/25/25	3:03 p.m.	LC Smith	\$40,100.00	\$2,005.00	N. Medlin

Date & Time of Bid Opening: August 25, 2025 at 3:00 p.m.

Present: Kimberly Moffett, Nancy Medlin, Christy Thomas, and all above bidders

All sealed bids were received by cut off date and time of August 25, 2025 at 3:00 p.m. All sealed bid envelopes were passed one by one to Ms. Medlin who in turn opened each envelope and read both the bid amount and the amount of deposit that was enclosed. All information was tracked by Ms. Moffett.

PB - 8/26
CC - 9/9



TOWN OF MICRO
PO Box 9
450 US Highway 301 N
Micro, NC 27555
Office: 919-284-2572

MAJOR SUBDIVISION APPLICATION

See Zoning Ordinance Section 2-102 for additional information.

FEES: \$200.00 for Major Subdivision PLUS \$10.00 per lot

APPLICANT INFORMATION:

Name of Property Owner: JHL, Scott's Customs
Mailing Address of Property Owner: 2767 Government Rd Clayton
Telephone Number of Property Owner: 919 235 7200
Email Address of Property Owner: admin @ Scotts-Customs.com
Name of Applicant (if different): Scott's Customs
Mailing Address of Applicant: same
Telephone Number of Applicant: same
Email Address of Applicant: same

PROJECT INFORMATION:

Name of Subdivision: Maci Creek Phase 2
Developer Name: Scott's Customs
Developer Phone: 919 235 7200 Email: admin @ Scotts-Customs
Property Tax ID: _____
Location of Subdivision: Micro Rd West
Total Acreage: 11 Ac Number of Lots to Be Developed: 9-20 (24)
Water Supply: public Sewage Type: public Phases

PROCEDURE INFORMATION:

Plans for development of major site development plan review shall be reviewed by the Zoning Administrator for compliance with the requirement of the Zoning Code prior to submittal to the Planning Board and Board of Commissioners.

The Zoning Administrator will present Site Plans to the Planning Board for review and comment. The Planning Board shall review the Site Plans for compliance with the requirements of the Zoning Code and any other applicable Ordinances and laws. Comments and recommendations from the Planning Board shall be forwarded to the Board of Commissioners. Applications for major site development plan are subject to final review and approval by the Board of Commissioners.

Certification: I/We, the undersigned make application and petition to the Board of Commissioners of the Town of Micro to approve the Major Subdivision Application. request. It is hereby certified that I/We have full legal right to request this action. Further, all statements and information provided herewith are true and correct to the best of my knowledge. I/We understand this application, related material and any attachments become official records of the Town of Micro and will not be returned.

Owner Name (Print)

Owner Signature

Date

Applicant Name (Print)

Applicant Signature

Date

OFFICE USE ONLY:

Date Application Received:

7/31/25

Amount/Fee Paid: \$

File#:

1025-22-31

\$200
\$240 plus 24 lots @ \$10K per
\$440

PRELIMINARY SUBDIVISION
OF

MACI CREEK EAST SIDE LOTS 9-16

FOR

SCOTT'S CUSTOMS

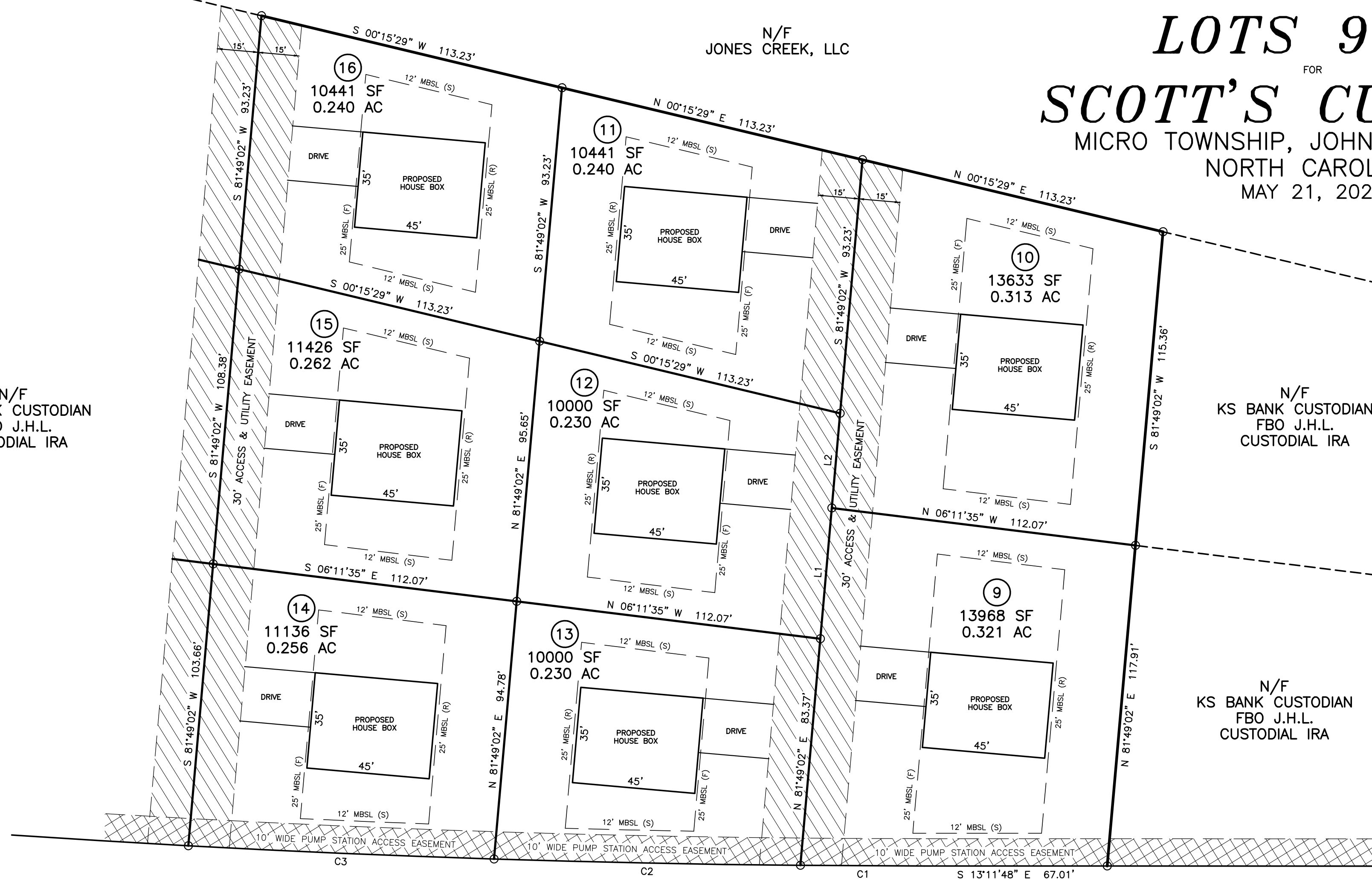
MICRO TOWNSHIP, JOHNSTON COUNTY
NORTH CAROLINA
MAY 21, 2025

N/F
JONES CREEK, LLC

N/F
KS BANK CUSTODIAN
FBO J.H.L.
CUSTODIAL IRA

N/F
KS BANK CUSTODIAN
FBO J.H.L.
CUSTODIAL IRA

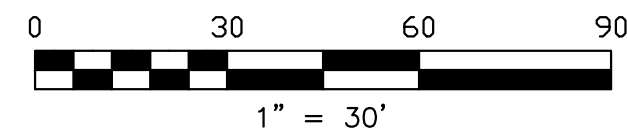
N/F
KS BANK CUSTODIAN
FBO J.H.L.
CUSTODIAL IRA



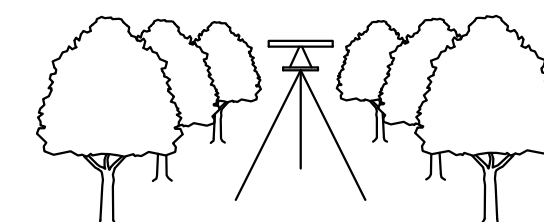
SR 2130 MICRO ROAD W 60' R/W (PUBLIC)

LINE	BEARING	DISTANCE
L1	S 81°49'02" W	48.06'
L2	S 81°49'02" W	34.86'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	4970.00'	45.41'	45.41'	N 12°56'06" W
C2	4970.00'	112.25'	112.25'	S 12°01'34" E
C3	4970.00'	112.11'	112.11'	N 10°43'58" W



TRUE LINE SURVEYING, P.C.



205 WEST MAIN STREET
CLAYTON, N.C. 27520
TELEPHONE: (919) 359-0427
FAX: (919) 359-0428
www.truelinesurveying.com

PRELIMINARY SUBDIVISION
OF

MACI CREEK EAST SIDE LOTS 17-24

FOR

SCOTT'S CUSTOMS

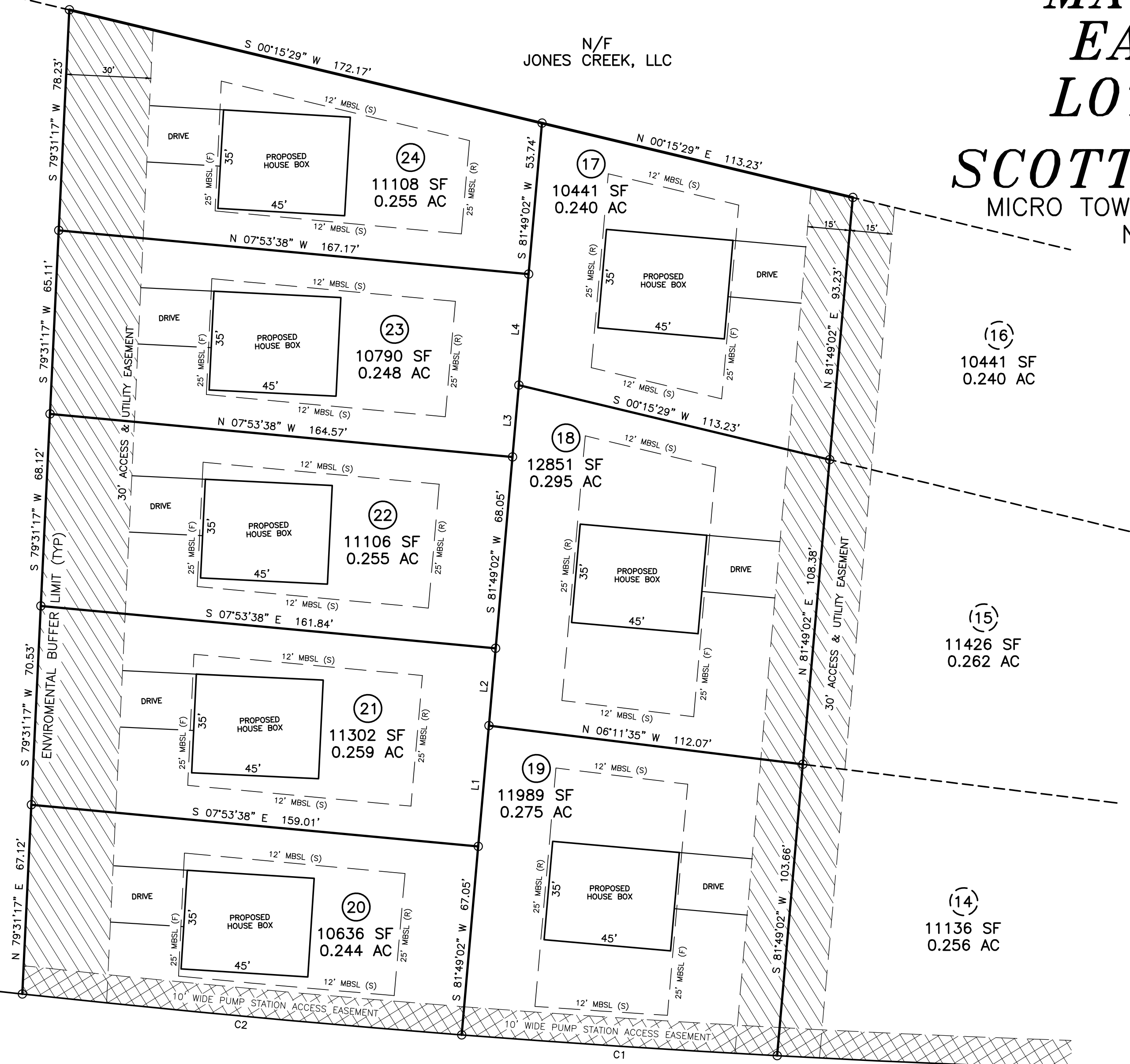
MICRO TOWNSHIP, JOHNSTON COUNTY

NORTH CAROLINA

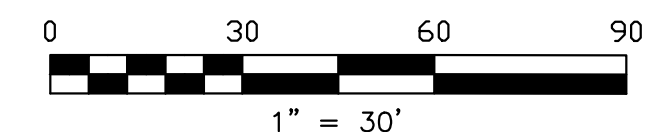
MAY 21, 2025

N/F
JONES CREEK, LLC

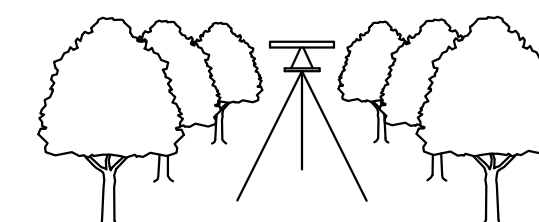
N/F
KS BANK CUSTODIAN
FBO J.H.L.
CUSTODIAL IRA



SR 2130 MICRO ROAD W 60' R/W (PUBLIC)



TRUE LINE SURVEYING, P.C.



205 WEST MAIN STREET
CLAYTON, N.C. 27520
TELEPHONE: (919) 359-0427
FAX: (919) 359-0428
www.truelinesurveying.com

LINE	BEARING	DISTANCE
L1	N 81°49'02" E	42.96'
L2	N 81°49'02" E	27.50'
L3	N 81°49'02" E	25.56'
L4	S 81°49'02" W	39.49'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	4970.00'	112.03'	112.03'	S 09°26'27" E
C2	4970.00'	156.33'	156.32'	S 07°53'38" E

**TOWN OF MICRO
MAJOR SITE DEVELOPMENT
MACI CREEK – WEST SIDE – PHASE 2
GRANTED**

On the date listed below, the Board of Commissioners for the Town of Micro met and heard a presentation to consider the following application:

Applicant: Scott Lowe

Project Name: Maci Creek East

Property Location: Micro Road West

Total Acreage: 11 Acres

Proposed Use of Property: Residential Subdivision

Meeting Date: November 9, 2021

Having heard all the information provided at the meeting regarding the above project, the Board of Commissioners finds that the application is complete, that the application complies with all of the applicable requirements of the Micro Subdivision Ordinance for the subdivision as proposed, and that, therefore, the application to subdivide the above-described property for the purpose indicated is hereby approved, subject to all applicable provisions of the Subdivision Ordinance and the following conditions:

(1) The applicant shall complete the subdivision strictly in accordance with the plans submitted to and approved by this Board, a copy of which is filed in the Town of Micro office.

(2) If any of the conditions affixed hereto or any part thereof shall be held invalid or void, then this approval shall be void and of no effect.

The Town Council imposed **the following conditions** of the Subdivision Approval:

Developer will install a 6" main INSERT LOCATION and install an additional fire hydrant to be located at INSERT LOCATION.

IN WITNESS WHEREOF, the Town has caused this approval to be issued in its name on this the 9th day of September, 2025 while in regular session.

TOWN OF MICRO

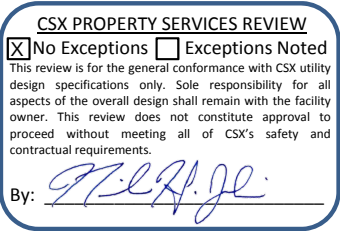
BY: _____
Marty Parnell
Mayor

ATTEST:

_____(SEAL)
Kimberly A. Moffett, CMC, NCCMC
Town Clerk

JACK AND BORE

Selma, Johnston County, North Carolina | Florence Division, South End Subdivision
Mile Post A 155.51 | Latitude Longitude: 35.56693, -78.19066

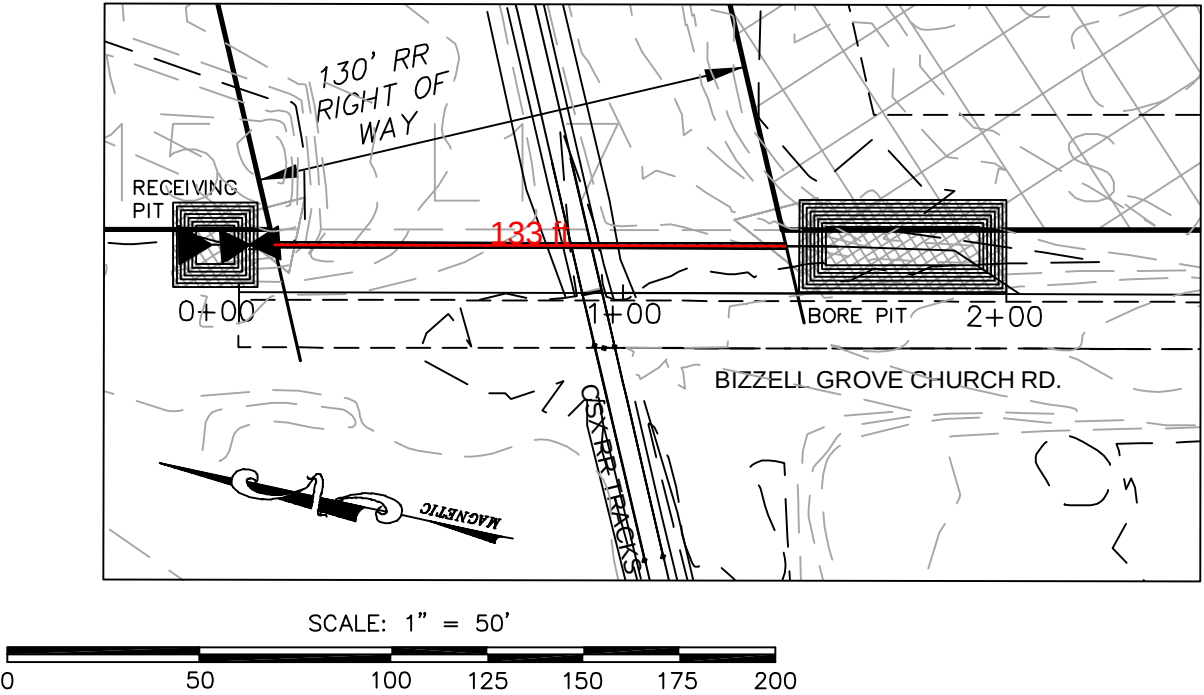
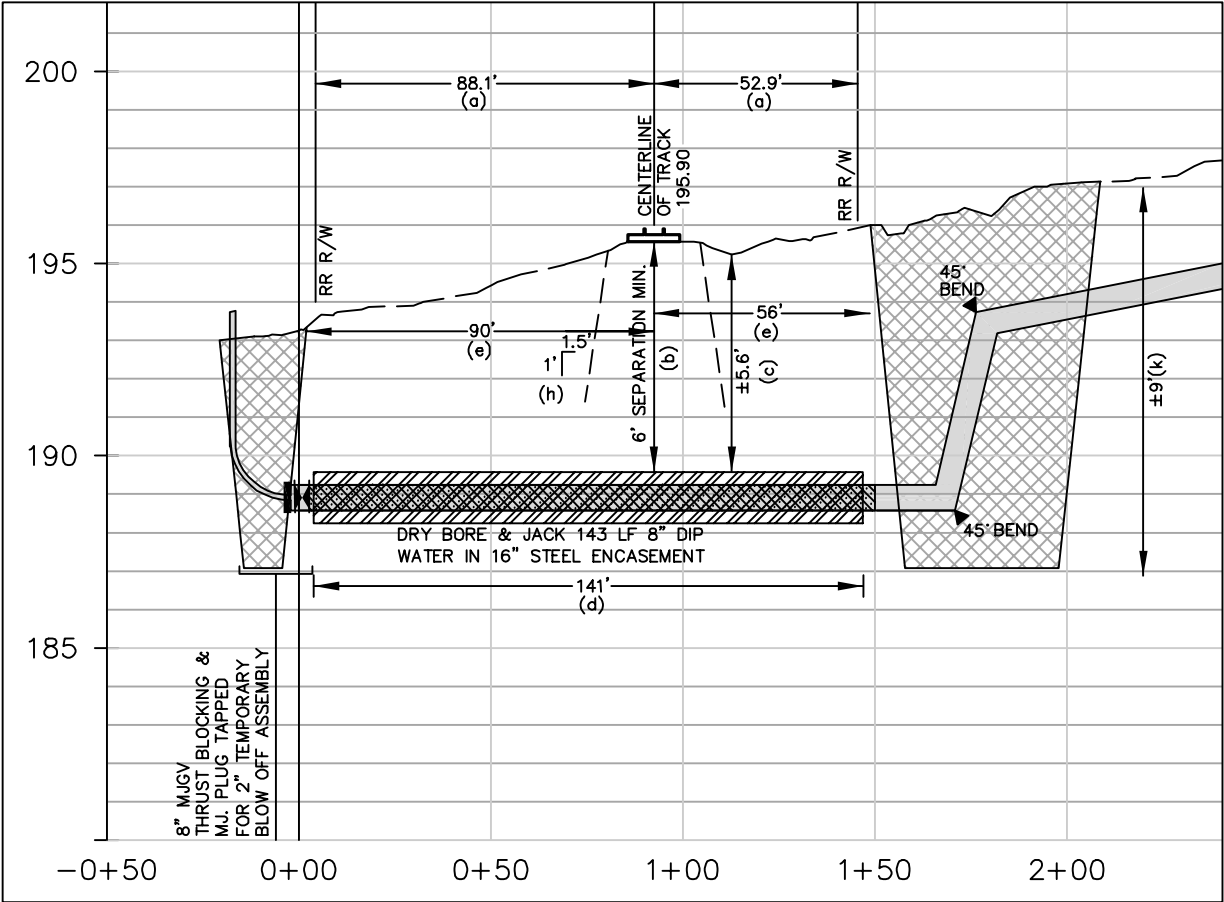


CSXT GENERAL NOTES:

1. CSXT owns its right-of-way for the primary purpose of operating a railroad, and shall maintain unrestricted use of its property for current and future operations.
2. Agency or its contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damages to CSXT’s property, or to poles, wires, and other facilities of tenants of CSXT’s property or right-of-way.
3. Refer to the CSXT’s “Design & Construction Standard Specifications Pipeline Occupancies” revised June 5, 2018 (4.1.2).
4. Work schedule is subject to the approval of all required construction submittals by the CSXT Construction Representative, verification that proposed work will not conflict with any CSXT U.G. Facilities, and the availability of CSXT Flagging and Protection Services. Construction submittals will be based upon the proposed scope of work and may include, but are not limited to; proposed work plan, project schedule, means and methods, site access, dewatering, temporary excavation/shoring, soil disposition/management, track monitoring, concrete placement work, structural lifting/rigging plans for hoisting operations, substructure construction plans, steel erection plans, roadwork plans, etc. No work may begin on, over, or adjacent to CSXT property, or that could potentially impact CSXT property, operations or safety without the prior completion and approval of the required aforementioned information and approvals.
5. Prior to construction, all signal facilities and/or warning devices at proposed facility crossing, i.e. cantilevers, flashers, and gates must be located and marked/flagged by CSXT. The traditional “One Call” utility locate services are not responsible for locating any CSX under-grade utilities or facilities Contractor shall be held liable for any damages to CSXT communication & signal facilities.
6. Contractor also has the sole responsibility of ascertaining that all other utilities have been properly located by complying with the local “call before you dig” regulation(s). Contractor shall solely be responsible for notifying owners of adjacent properties and of underground facilities and utility owners when prosecution of the work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.
7. The use of construction safety fencing is required when a CSXT Flagman is not present. Distance of fencing from nearest rail to be determined by the CSXT Track Supervisor and shall be removed upon completion of the project.
8. Contractor access will be limited to the immediate project area only. The CSXT property outside the project area may not be used for contractor access to the project site and no temporary at-grade crossings will be allowed.
9. All material and equipment will be staged to not block any CSXT access or maintenance roads. No hoisting or auxiliary equipment necessary for the procedure shall be placed on CSXT track structure and / or ballast section. Clear working locations for equipment used will be laid out and approved by CSXT’s representative prior to equipment set-up. Agency and contractor shall not store their materials or equipment on CSXT’s property or where they may potentially interfere with CSXT’s operations.
10. CSXT does not grant or convey an easement for this installation.
11. CSXT requires contractors, subcontractors, and vendors to participate in job safety briefings daily and as necessary with the CSXT flagger. The scope of work may require that various protection against train movements be discussed, understood, and utilized. Work shall only be undertaken with the presence and permission of the CSXT flagger. If at any time the CSXT flagger perceives that the hoisting procedure is causing or has the potential to cause a hazard or delay to CSXT operations through the project site, work will cease until such time as satisfactory modifications have been reviewed and approved.
12. Erosion and Sedimentation Control (E&SC) – Clearing and grubbing operations shall not adversely impact the stability of CSXT property. Temporary (and permanent) erosion and sedimentation (E&S) control devices shall be provided to prevent the flow of sediment onto and adjacent to CSXT property. The addition of permanent E&SC control Best Management Practices (BMP) devices may be required at the project’s expense. E&SC devices shall not restrict or prevent access to CSXT operations and shall be maintained by the contractor for the life of the project. No additional drainage (construction or permanent) may be directed onto CSXT property. Upon completion of the project, contractor shall remove all temporary erosion and sedimentation control devices used during construction activities from CSXT’s property.
13. The right of way shall be restored to a condition equal to or better than the condition prior to beginning the project before final acceptance will be provided. Punch lists shall be responded to prior to issuance of an acceptance memorandum signed by the CSXT representative.
14. No construction or entry upon the CSXT corridor is permitted until the document transaction is completed, you are in receipt of a fully executed document, and you have obtained authority from CSXT’s.
15. CSX does not represent or warrant the right-of-way dimensions depicted on these drawings. A third party survey is recommended for verification and accuracy.
16. Upon completion of project construction, contractor must submit to CSX the as-built plans showing the final alignment on CSXT property, including actual depth of facility and any field change to location on CSXT property, pipe materials, number of innerducts, etc.
17. The front of the pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger from leading the pipe so that no unsupported excavation is ahead of the pipe. The bore head / auger set-up (sketch or photos) shall be submitted by contractor and accepted by assigned CSXT representative prior to start of the jack & bore.
18. The operation shall be progressed on a 24-hour basis without stoppage (except for adding lengths of pipe) until the leading edge of the pipe has reached the receiving pit.
19. The auger and cutting head arrangement shall be removable from within the pipe in the event an obstruction is encountered.
20. Pipeline shall be prominently marked at both sides of the CSXT property lines by durable, weatherproof signs located over the centerline of the pipe in accordance with CSXT specifications.
21. If required, a dewatering plan in accordance with CSXT specifications will be submitted to the CSXT representative for review and approval prior to any dewatering operations. Dewatering drawdown level at tracks shall be field verified that it meets the approved dewatering design prior to commencement of jack and bore operations.
22. Blasting is not permitted under, on, or adjacent to CSXT property.
23. Jacking pit: identify hazards and put controls in place prior to start of excavation. Contractor shall erect a barrier and construction fence along the face of jacking pit construction limits and not encroach past it when preparing the pit. Stake or mark pit as needed for digging. Erosion control devices shall be placed at the jacking and receiving pits protecting CSXT property and ditches to the satisfaction of the CSXT representative.
24. Excavation: If the excavation is 5 feet or greater in depth, the walls may be sloped at 1.5 horizontal to 1 vertical to reduce the risk of cave-ins or slides. A safe manner in which to enter and exit the excavation must be established. The toe of slopes in excavation shall in no case be undercut by power shovels, bulldozers, graders, blasting, or in any manner. Excavation shall not be made in excess of the authorized cross-section.
25. Backfill, cover or fence all excavations when unattended. The CSXT representative will approve the protection method and the type of fencing material. Set fencing back at least 3 feet (91 centimeters) from the edges of the excavation. Set fence posts securely in the ground and insure the fencing is securely tied to posts with zip ties or some other tie wrap product.
26. For any excavations permitted on CSXT property, all backfill in excavations and trenches shall be compacted to 95% maximum dry density as defined in ASTM standard d1557 and installed in six-inch lifts. In-situ soil shall be used for backfill material. Should additional offsite backfill material be needed, offsite material sources are to meet state and residential clean fill requirements and be preapproved by CSXT’s representative. CSXT does not require a specific testing requirement or standard for stone.

JACK AND BORE

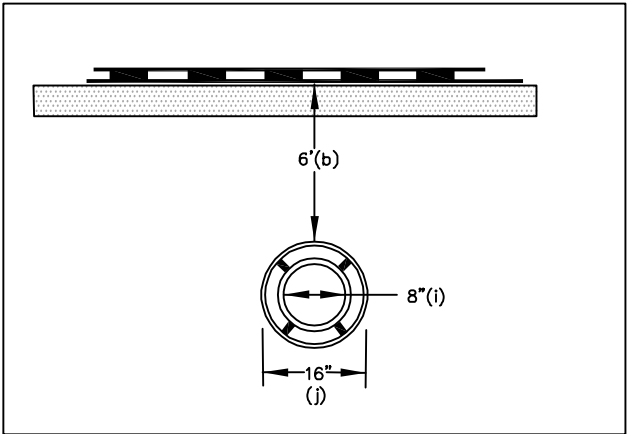
27. Track monitoring: prior to commencing jack & bore operations, contractor shall be required to conduct and submit a baseline survey along the top of each rail under CSXT flagger protection and in accordance with the preapproved settlement monitoring construction submittal. Additional survey data shall be collected and submitted once each day during casing pipe installation, or as directed by CSXT representative. Contractor shall also take elevation shots at top of tie and top of casing pipe before starting the bore to verify depth of cover proposed for the work has been met.
28. Projects that generate soils from CSXT property must adhere to CSXT's soil management policies. CSXT requires soils generated from its property to either be reused on CSXT property or properly disposed in a CSXT approved disposal facility. CSXT environmental department will handle waste characterization and profiling into an approved disposal facility. CSXT prohibits any environmental sampling on its property unless granted through a written environmental right-of-entry or approved in writing by the CSXT environmental department. The management of soils generated from CSXT property should be planned for and properly permitted (if applicable) prior to initiating any work on CSXT property. A list of CSXT approved laboratories and/or disposal facilities may be obtained from the CSXT manager environmental programs.



NOTES:
"THE FRONT OF THE CASING PIPE SHALL BE PROVIDED WITH MECHANICAL ARRANGEMENTS OR DEVICES THAT WILL POSITIVELY PREVENT THE AUGER FROM LEADING THE PIPE SO THAT NO UNSUPPORTED EXCAVATION IS AHEAD OF THE PIPE." CSXT PIPELINE SPECS. PAGE 23, A), ii) (c)

CASING PIPE ENDS MUST BE SEALED.
CSXT PIPELINE SPECS. PAGE 19, E)

CSX PROPERTY SERVICES REVIEW
☒ No Exceptions ☐ Exceptions Noted
This review is for the general conformance with CSX utility design specifications only. Sole responsibility for all aspects of the overall design shall remain with the facility owner. This review does not constitute approval to proceed without meeting all of CSX's safety and contractual requirements.
By: *[Signature]*



LEGEND		PIPELINE CONTENT DETAILS		
Letter	Description	CSXT Pipeline Spec. Reference		
(a)	Distance from centerline of track to CSX R/W		Commodity Description:	Water Line
(b)	Distance from base-of-rail to top-of-casing [See CSXT Pipeline Spec. page 6, C)]		Maximum Operating Pressure:	200 psi
(c)	Distance from base-of-ditch to top-of-casing [See CSXT Pipeline Spec. page 6, C)]		Is Commodity Flammable:	☐ Yes ☒ No
(d)	Total length of pipe on CSX R/W [See CSXT Pipeline Spec. page 13, C), i), (f)]		CARRIER/CASING PIPE DETAILS	
(e)	Distance from centerline of nearest track to face of pits at a 90 degree angle to the track(s)			
(f)	Distance from top-of-vent pipe to ground surface (4' minimum required) [See CSXT Pipeline Spec. page 20, F)]			
(g)	Distance from centerline of track to vent pipe at a 90 degree angle to the track(s) [See CSXT Pipeline Spec. page 20, F)]			
(h)	Theoretical Embankment Line: Starts 12' from centerline of track and extends away from track at a slope of 1.5' over and 1' down [See CSXT Pipeline Spec. page 14, C), i), (f), B.P. # 6]			
(i)	Carrier pipe diameter			
(j)	Casing pipe diameter			
(k)	Depth of Launching/Receiving Pit			
			Carrier Pipe	
			Casing Pipe	
			Pipe Material:	Ductile Iron
			Material Specifications & Grade:	ANSI A21.51/AWWA C151
			Specified Minimum Yield Strength:	42,000 psi
			Nominal Size Outside Diameter (Inches):	9.05 in.
			Wall Thickness (Inches):	0.30 in.
			Type of Seam:	
			Type of Joints:	Mechanical Joint
			Tunnel Liner Plates Required:	☐ Yes ☒ No
			Cathodic Protection:	☐ Yes ☒ No
			Protective Coating:	☐ Yes ☒ No
			Temp. Track Support or Rip-Rap Req.:	☐ Yes ☒ No

Lat: 35°34'00.80" N
Long: -78°11'26.60" W

STOCKS
ENGINEERING

801 EAST WASHINGTON STREET
NASHVILLE, N.C. 27556
P.O. BOX 1108
PHONE: (252) 459-8196
WWW.STOCKSENGINEERING.COM

BLN-C-1874

BIZZELL GROVE CHURCH ROAD
JOHNSTON COUNTY, NORTH CAROLINA

NORTH CAROLINA
PROFESSIONAL
SEAL
2/28/25

RAILROAD CROSSING
PLAN + PROFILE

REVISIONS

FILE NO. 2024-100
HORZ. SCALE: 1"=50'
VERT. SCALE: 1"=5'

CE-11



Page	1 of 1
Account/Contract No.	CSX1044822
Tracking No.	1087648
Reference Number	

Invoice

Date	08/25/2025
------	------------

Customer

MICRO TOWN OF
P O BOX 9
MICRO, NC 27555

Please submit a copy of this statement with payment submission to the "Remit To" address shown below.

Fees-At-A-Glance

Amount Due in U.S. dollars	9,275.00
----------------------------	----------

Fees Summary

Review Fee	\$650.00
Railroad Protective Liability (Only if RPL is not provided)	\$1,875.00
Expedited Review Fee	
License Fee	\$6,750.00
Sales Tax*	
Money on File	

*Florida Sales tax applies to the license fee

Total Current Fees in U.S. dollars	9,275.00
------------------------------------	----------

CSX Federal ID No.
CSX Canadian ID No.
CSX Quebec ID No.

54-6000720
105203095 RC 0001
1022434469 IC 0001

Please remit payment to:

Legal Address:
500 Water Street, J180
Jacksonville, FL 32202
Questions? Contact:

CSX Transportation, Inc.

Mailing Address:
500 Water Street, J180
Jacksonville, FL 32202
JUSTIN_ROERIG2@CSX.COM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL:	
	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A:	
INSURED	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	The Licensee identified in the agreement must be named insured. For municipal/government entities Licensee's Contractor can be named insured if they sign and provide the Contractor Acceptance form.	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADCL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	X					EACH OCCURRENCE \$ AGGREGATED LIMIT \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (EA OCCUR) \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	X					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB EXCESS LIAB DED: RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

This box should contain the following. CSX Transportation, Inc., is included as additional insured. This certificate applies to all contracts/agreements between the named Insured and CSXT.

CERTIFICATE HOLDER	CANCELLATION
CSX Transportation, Inc. 500 Water Street, J180 Jacksonville, FL 32202	Per the terms of the agreement this should state: Should any of the above described policies be modified, cancelled, or not renewed, the issuing insurer shall mail 30 days written notice to the certificate holder named herein.

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of August 25, 2025, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and TOWN OF MICRO, a municipal corporation, political subdivision or state agency, under the laws of the State of North Carolina, whose mailing address is Po Box 9, Micro, North Carolina 27555, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) eight inch (8") diameter sub-grade pipeline crossing, solely for the conveyance of potable water, located at or near Selma, Johnston County, North Carolina, Florence Division, South End Subdivision, Milepost A-155.51, Latitude N35:34:00., Longitude W78:11:26.;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes, including Licensor's track(s) structures(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus, or any appurtenances thereto ("Licensor's Facilities") and any other facilities as now exist or which may in the future be located in, upon, over, under or across the property

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby grant a non-exclusive license to Licensee for the Encroachment for the sole purpose of permitting Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensors.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensors a one-time nonrefundable Encroachment Fee of SIX THOUSAND SEVEN HUNDRED FIFTY AND 00/100 U.S. DOLLARS (\$6,750.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensors' current administrative and document preparation fees for the cost incurred by Licensors in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensors), any additional annual taxes and/or periodic assessments levied against Licensors or Licensors' property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual written consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensors shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part. Licensee agrees that it shall not assess Licensors any stormwater or drainage fee associated with such Facilities. Furthermore, Licensee shall be responsible for any stormwater or drainage fees assessed by any County or State agency managing such systems.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensors (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives on or adjacent to Licensor's property of any type or perform or cause any blasting on or adjacent to Licensor's property without the separate express prior written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.8 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.9 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit A, Licensee shall seek prior approval from Licensor, or when applicable, an official field representative of Licensor permitted to approve changes, authorizing the necessary field changes and Licensee shall provide Licensor with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.10 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, and for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor in a manner satisfactory to Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property in a manner satisfactory to Licensor; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor ("Rail Corridor") or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's sole risk, cost and expense.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's Facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of Licensor's Facilities; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole risk, cost and expense.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge, cost or expense (including attorneys' fees) (collectively, "Claims and Losses") which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's Rail Corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's Rail Corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from any and all Claims and Losses arising from, under or in connection with or as a consequence of: (a) (i) any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of the Encroachment or (ii) any leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage; and (d) any drainage or runoff on or off the Encroachment area as a result of the Facilities/Encroachment herein permitted.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensors harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensors, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensors, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensors may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensors' ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

- (i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00).
- (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence (limit may be satisfied through a combination of both primary and umbrella/excess liability policies) for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement and naming Licensors, and/or its designee, as additional insured. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensors, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.
- (iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence naming Licensors, and/or its designee, as additional insured.
- (iv) The insurance policies must contain a waiver of subrogation against CSXT and its parent, subsidiaries and affiliates, except where prohibited by law. All insurance companies must be A. M. Best rated A- and Class VII or better.

- (v) Such other insurance as Licensor may reasonably require.
- (vi) Licensee shall require its contractors to meet minimum insurance requirements above when performing work in relation to this Agreement. Licensee will procure and review contractor's insurance certificates to confirm requirements are met. Licensor may request a copy of the insurance certificate.
- (vii) Licensor's acceptance of any certificate of insurance does not constitute a waiver, release or modification of any of the insurance coverages or endorsements required under this Article 10.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 To the extent permitted by law and notwithstanding anything to the contrary in this Agreement, the insurance required and provided by Licensee shall not be subject to the limitations of sovereign immunity.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 04 13) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

(B) At Licensor's option, in lieu of purchasing RPL insurance or the 50 foot endorsements from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL)

Policy for the period of actual construction. This coverage is offered at Licensor's sole discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; PROTECTION SERVICES:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, or field construction managers for protection of operations of Licensor or others on Licensor's Rail Corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

11.3 Subject to consent of Licensor, in its sole discretion, and subject to Licensor's operating rules and labor agreements, Licensee may provide flagmen, in place of Licensor's provision, at Licensee's sole risk, cost and expense, and in such event, Licensor shall not be liable for the failure or neglect of such flagmen. Such flagmen shall be approved by Licensor and shall meet all Licensor's requirement for performing such work.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or changes to Licensor's Facilities shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk, cost and expense, shall (a) remove the Facilities from the Rail Corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the Rail Corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

14.3 Notwithstanding the termination, revocation or expiration of this Agreement, and except as otherwise stated in this Agreement, those obligations contained herein that by their terms or nature are intended to survive such termination, revocation or expiration shall do so including the indemnification, Facilities removal, restoration and reimbursement provisions herein.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's Rail Corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:
https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 919-284-2572.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein (by operation of law or otherwise); said consent shall not be unreasonably withheld. Any assignment of this Agreement by Licensee, by operation or law or otherwise, or any interest herein, without the prior written consent of Licensor, shall be void.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensors, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensors for any loss, cost or expense Licensors may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensors occupies, uses and possesses lands, rights-of-way and Rail Corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensors' title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensors does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensors in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensors to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensors, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensors under any other facts or rights, Licensors merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensors continues its own occupation, use or control. Licensors does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensors in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensors' existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensors for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensors' title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend Licensors from and against any and all Claims and Losses arising out of or in connection with claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages; provided that Licensors shall have the right to participate in the defense of any such claim.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensors property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. APPROVALS:

18.1 Whenever this Agreement requires the prior approval or consent of Licensor, Licensee shall make a timely written request to Licensor therefor; and such approval or consent shall be obtained in writing. Except where this Agreement expressly obligates Licensor not to unreasonably withhold its approval or consent to any of Licensee's actions or requests, Licensor has the absolute right, in its sole and arbitrary discretion, to refuse any request Licensee makes or to withhold its approval of any of Licensee's proposed or effected actions that require Licensor's approval.

18.2 Licensor makes no warranties or guarantees upon which Licensee may rely, and assumes no liability or obligation to Licensee, by providing any waiver, approval, consent, or suggestion to Licensee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefor.

19. GENERAL PROVISIONS:

19.1 This Agreement, and the attachments hereto, contains the entire understanding between the parties hereto, and supersedes all other oral or written agreements and understandings between them, with respect to the subject matter hereof.

19.2 Except as otherwise expressly provided in this Agreement, neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

19.3 Except as otherwise provided herein, or in any Exhibit, Schedule or other attachment hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

19.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

19.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located. In interpreting this Agreement, the singular shall be read as the plural in each instance as sense shall require. The words "include," "includes" and "including" when used in this Agreement will be interpreted as if they were followed by the words "without limitation."

19.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

19.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

19.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

19.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within one hundred twenty (120) days of Licensor's verification of such overpayment.

19.10 This Agreement may be executed in any number of counterparts, and such counterparts may be exchanged by electronic transmission. Upon execution by the parties hereto, each counterpart shall be deemed an original and together shall constitute one and the same

instrument. A fully executed copy of this Agreement by electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

19.11 Notwithstanding any other provision in this Agreement to the contrary, Licensor expressly reserves and does not waive any rights it may have under the Interstate Commerce Commission Termination Act of 1995, 49 U.S.C. § 10101, *et seq.*, the Federal Railroad Safety Act, 49 U.S.C. § 20101, *et seq.*, and/or any other federal law governing rail transportation and related operations.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensors:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

TOWN OF MICRO

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: _____

Print/Type Title: _____

Tax ID No.: _____

Authority under Ordinance or

Resolution No. _____,

Dated _____.

**RESOLUTION SETTING
THE 2026 TOWN OF MICRO
BOARD OF COMMISSIONERS MEETING SCHEDULE**

WHEREAS, the Town of Micro Board of Commissioners exists to conduct the business of the citizens; and

WHEREAS, the Town of Micro Board of Commissioners meetings are held the second Tuesday of each month at 7:00 p.m. in the Conference Room at the Public Works Building/Business Center, unless otherwise noted; and

WHEREAS, each meeting of the Town of Micro Board of Commissioners is open to the public, except as provided by N.C.G.S. 143-318.11; and

WHEREAS, the Town of Micro Board of Commissioners may amend the yearly meeting schedule in accordance with N.C.G.S. 143-318.12.

TOWN OF MICRO 2026 TOWN COUNCIL MEETING CALENDAR	
MONTH	MEETING DATE
January	Tuesday – January 13, 2026
February	Tuesday – February 10, 2026
March	Tuesday – March 10, 2026
April	Tuesday – April 14, 2026
May	Tuesday – May 12, 2026
June	Tuesday – June 9, 2026
July	Tuesday – July 14, 2026
August	Tuesday – August 11, 2026
September	Tuesday – September 8, 2026
October	Tuesday – October 13, 2026
November	Tuesday – November 10, 2026
December	Tuesday – December 8, 2026

Duly adopted this the 9th day of September 2025 while in session.

Marty Parnell
Mayor

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

RESOLUTION SETTING 2026 HOLIDAY SCHEDULE

WHEREAS, it is the policy of the Town of Micro to follow the holiday schedule provided by the State of North Carolina for its employees; and

WHEREAS, the below 2026 Holiday Schedule was retrieved from the State of North Carolina website and listed below are the holidays that will be observed by the Town of Micro employees during 2026.

2026 Holiday Schedule

HOLIDAY	OBSERVANCE DATE	DAY OF WEEK
New Year's Day	January 1 2026	Thursday
Martin Luther King Jr. Birthday	January 19,2026	Monday
Good Friday	April 3, 2026	Friday
Memorial Day	May 25, 2026	Monday
Juneteenth	June 19, 2024	Friday
Independence Day	July 3, 2026	Friday
Labor Day	September 7, 2026	Monday
Veterans Day	November 11, 2026	Wednesday
Thanksgiving	November 26 & 27, 2026	Thursday & Friday
Christmas	December 24, 25 & 28, 2026	Thursday, Friday & Monday

Duly adopted this the 9th day of September, 2025 while in regular session.

Marty Parnell
Mayor

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk