

**Town of Angier Board of Commissioners**  
**August 7, 2018 - 7 PM**  
**Angier Municipal Building**  
**A g e n d a**

**1. Call to Order**

**2. Pledge of Allegiance**

**3. Invocation**

**4. Approval of the August 7, 2018, meeting agenda**

**5. Public Forum**

Each speaker is asked to limit comments to 3 minutes, and the requested total comment period will be 20 minutes or less. Citizens should sign up with the Town Clerk to speak *prior* to the start of the meeting. Please provide the clerk with copies of any handouts you have for the Board. Although the Board is interested in hearing your concerns, speakers should not expect Board action or deliberation on subject matter brought up during the Public Forum segment. Topics requiring further investigation will be referred to the appropriate town officials or staff and may be scheduled for a future agenda. Thank you for your consideration of the Town Board, staff and other speakers.

**6. Consent Agenda**

All items on Consent Agenda are considered routine, to be enacted on one motion without discussion. If a Governing Body member or citizen requests discussion of an item, the item will be removed from the Consent Agenda and considered under New Business.

- A. Minutes – July 9, 2018 – Town Board of Commissioners Meeting Minutes; July 24, 2018 – Board Work Session Meeting Minutes.**
- B. Central Carolina Community College – Board of Commissioners to allow CCCC to offer a High School Equivalency course in the Angier Municipal Building.**
- C. Budget Amendment #BOA2019.01 – to appropriate funds for public works truck #27 due to a failed lifter that damaged the cam shaft resulting in a motor replacement.**
- D. Capital Project Fund Closeout – two old capital project funds that need to be closed due to completion.**

- E. Authorizing for Town Manager to contract with Land Appraiser and other professionals for possible Land Acquisition** – this would allow for utility rehabilitation and enhancement along with additional parking and other economic developments.

## **7. Public Hearing**

- A. Leaf & Limb Ordinance Amendment** – the purpose of this hearing is to consider an amendment to Chapter 15, Article II Section 15-27 Refuse Collection and Disposal; Chapter 15, Article II Section 15-29 Disposal of Yard and Leaf Waste; Chapter 15, Article II Section 15-32 Removal of Light Household Items and White Goods of the Code of Ordinances.

## **8. New Business**

- A. Main Street Committee & Employment of a Downtown Manager** – Consideration to appoint a Main Street Committee with an initial term of two years as well as beginning to advertise for a Downtown Manager and if appropriate candidate is found to allow the applicant to begin prior to January 1, 2019.
- B. Extension of Interim Town Manager's Contract** – Consideration to extend the Manager's contract which currently concludes on September 30, 2018.
- C. Facilities Rental Policy** – Consideration to approve a new facility rental policy to include Crepe Myrtle Pavilion, Depot Square/R.H. Ellington Grounds, Depot, and Baseball Fields.
- D. First Bank Accounts** – Consideration to relocate First Bank accounts to First Citizens Bank to maximize interest as well as consideration to authorize two new bank signers.

## **9. Old Business**

- A. Annexation Petition** – The Town Clerk, on behalf of the Governing Board, has investigated and confirmed the Sufficiency of the Petition submitted by property owners William A. Dupree and Ruth Dupree Petrea. The proposed site requested for annexation is a 51.91 acre tract of land located off S. NC Highway 55 inclusive to Wake County portion of Parcel PIN #0674-69-6204 and a portion of Parcel PIN #0674-49-7265. Since its Certification Sufficiency, the Town Board, per General Statute, may now consider adopting a Resolution to Fix the Date for a required Public Hearing during its September 10, 2018, Board of Commissioner's meeting.

- B. Annexation Petition** - The Town Clerk, on behalf of the Governing Board, has investigated and confirmed the Sufficiency of the Petition submitted by property owners William A. Dupree and Ruth Dupree Petrea. The proposed site requested for annexation is a 10 acre tract of land located off S. NC Highway 55 inclusive to

Wake County Parcel PIN #0674-69-0126. Since its Certification Sufficiency, the Town Board, per General Statute, may now consider adopting a Resolution to Fix the Date for a required Public Hearing during its September 10, 2018, Board of Commissioner's meeting.

**10. Manager's Report**

**11. Mayor and Town Board Reports**

**12. Staff Reports and Informational Items**

**A. Water Tank Update**

**13. Adjournment**



Lewis W. Weatherspoon  
Mayor

Michael McLaurin  
Interim Town Manager

## **AGENDA ABSTRACT**

**DATE:** August 7, 2018

**Item: 5**  
**Public Forum**

**SUBJECT: Public Forum**

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A Public Forum is held during each Board of Commissioners' meeting. This provides an opportunity for citizens to share their concerns, interests, questions, and other comments regarding Town events, projects, and/or ideas. Each speaker should note, however, that he or she will be limited to three (3) minutes in addressing the Town Board.

The citizens who appear before the Town Board should note that the Board may not take any action regarding his or her concerns, requests, suggestions, and/or comments.

All speakers are also required to complete a Sign-Up Sheet provided during the Board meeting. They must provide their name, complete address, and phone number in addition to furnishing the Town Clerk with copies of any and all handouts distributed.

Manager's Comments:



Lewis W. Weatherspoon  
Mayor

Michael McLaurin  
Interim Town Manager

## AGENDA ABSTRACT

**DATE:** August 7, 2018

**Item: 6A**  
**Consent Agenda**

**SUBJECT:** Previous meeting minutes

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For the Board's consideration are the minutes taken during the **July 9, 2018** – Board of Commissioners Meeting; **July 24, 2018** – Board Work Session Meeting.

Manager's Comments:

**Town of Angier  
Board of Commissioners  
Monday, July 9, 2018, 7:00 P.M.  
Angier Municipal Building  
28 North Raleigh Street  
Minutes**

The Town of Angier convened during a regularly scheduled Board of Commissioners meeting Monday, July 9, 2018, in the Board Room inside the Municipal Building at 28 North Raleigh Street.

**Members Present:** Mayor Lewis W. Weatherspoon  
Mayor Pro-Tem/Commissioner Craig Honeycutt  
Commissioner Bob Smith  
Commissioner Loru Boyer Hawley  
Commissioner Mike Hill

**Members Excused:**

**Staff Present:** Interim Town Manager Michael McLaurin  
Planning and Permitting Technician Sean Johnson  
Public Works Director Jimmy Cook  
Corporal Danny King  
Town Engineer Bill Dreitzler  
Katie Barber-Jones, Cranfill Sumner & Hartzog  
Town Clerk Veronica Hardaway

**Others Present:**

1. **Call to Order:** Mayor Weatherspoon presided, calling the Board of Commissioners meeting to order at 7:00 p.m.
2. **Pledge of Allegiance:** Mayor Weatherspoon led the pledge of allegiance.
3. **Invocation:** Mayor Weatherspoon offered the invocation.
4. **Approval of the July 9, 2018, meeting agenda:** The Town Board amended the agenda; adding another Closed Session item pursuant to 143-318.11 (a)(4) to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. The action approving the signing of an economic development expenditures, shall be taken in an open session; adding that a public works vehicle needs an engine replacement; and omitting Item #5.

**Board Action:** The Town Board unanimously approved the July 9, 2018 meeting agenda with the above amendments.

**Motion:** Commissioner Smith  
**Second:** Commissioner Hill  
**Vote:** Unanimous, 4-0

5. **Town of Angier Employee Recognition:** Item omitted by Board of Commissioners.
6. **Public Forum:** Mayor Weatherspoon provided an opportunity for audience members who wished to address the Board of Commissioners on issues not listed on the Agenda.

Mayor Weatherspoon addressed the audience and asked that each speaker limit comments to three minutes (3) in addressing the Town Board. He also reminded attendees that citizens who appear before the Town Board should note that the Board may not take any action regarding subject matter. Topics requiring further investigation will be referred to the appropriate town officials or staff and may be scheduled for a future agenda. Any handouts distributed must be furnished to the Town Clerk.

Seeing no one come forward, Mayor Weatherspoon closed the public forum.

7. **Consent Agenda:** The Town Board unanimously voted to approve the Consent Agenda as listed below:
- A. Minutes – **May 31, 2018** – Special Called Meeting Minutes; **June 5, 2018** – Town Board of Commissioners Meeting Minutes; **June 12, 2018** – Special Called Meeting Minutes; **June 13, 2018** – Special Called Meeting Minutes; **June 26, 2018** – Board Work Session Minutes; **June 26, 2018** – Special Called Meeting Minutes
  - B. Approval of **Notary Policy**
  - C. **Triangle J Council of Government** – appointing delegates
  - D. **Mid-Carolina Council of Government** – appointing delegates
  - E. Board to **authorize the Mayor and/or Interim Town Manager to look for funding projects**
  - F. Approval of **Golf Cart Policy Committee** – appointments
  - G. Approval of **Municipal Advocacy Goals Committee** - appointments

**Motion:** Mayor Pro-Tem/Commissioner Honeycutt  
**Second:** Commissioner Smith  
**Vote:** 4-0, unanimous

8. **New Business:**

A. **Annexation Petition** – The Town Clerk, on behalf of the Governing Board, has received an Annexation Petition from property owners William A. Dupree and Ruth Dupree Petrea. The proposed site requested for annexation is a 51.91 acre tract of land located off S. NC Highway 55 (PIN#: 0674-69-6204 & a portion of PIN#: 0674-49-7265). The Board may consider directing the Clerk to investigate Sufficiency of Petition and to Certify Results at the next regularly scheduled Board of Commissioners meeting August 7, 2018.

**Board Action:** The Town Board voted to direct the Clerk to investigate Sufficiency of Petition and to Certify Results at the next regularly scheduled Board of Commissioners meeting August 7, 2018.

**Motion:** Commissioner Smith

**Second:** Commissioner Hawley

**Vote:** 4-0, unanimous

**B. Annexation Petition** - The Town Clerk, on behalf of the Governing Board, has received an Annexation Petition from property owners William A. Dupree and Ruth Dupree Petrea. The proposed site requested for annexation is a 10 acre tract of land located off S. NC Highway 55 (PIN#: 0674-69-0126). The Board may consider directing the Clerk to investigate Sufficiency of Petition and to Certify Results at the next regularly scheduled Board of Commissioners meeting August 7, 2018.

**Board Action:** The Town Board voted to direct the Clerk to investigate Sufficiency of Petition and to Certify Results at the next regularly scheduled Board of Commissioners meeting August 7, 2018.

**Motion:** Commissioner Smith

**Second:** Commissioner Hawley

**Vote:** 4-0, unanimous

**C. Grassroots Arts Program Subgrant Application FY 2018-2019 – consideration to apply for a subgrant through the NC Arts Council**

Town Clerk Veronica Hardaway gave a report on the concert series held in June and asked the Board for authorization to submit a subgrant application for the FY 2018-2019.

**Board Action:** The Town Board voted unanimously to apply for a subgrant through the NC Arts Council in the amount of \$6,000.

**Motion:** Commissioner Hawley

**Second:** Commissioner Hill

**Vote:** 4-0, unanimous

**9. Manager's Report:**

Interim Town Manager Mike McLaurin informed the Board the Town has been receiving resumes for the Finance Director position and will be opened until filled. The Town is in the process of building up the Human Resources Department to better serve our employees. The staffing level is currently being evaluated since our temporary part time employee is leaving at the end of the month. Other available positions are: Small Town Main Street Manager (to be hired by January 1<sup>st</sup>), and PT Code Enforcement Officer.

The Town Accountant, Bonnie Bray, has requested to meet with the newly contracted auditors early due to changes in personnel. A draft Facility Rental Agreement will be presented at the July Work Session meeting for possible approval in August.

Mr. McLaurin informed the Board that after the approval of the FY 2018-2019 Budget, the engine in public works Truck #27 has failed and it's recommended to replace that engine for approximately \$7,000. He also suggested developing a vehicle replacement policy for future purchases and repairs.

Mr. McLaurin distributed the draft work session schedule for the next couple of months and encouraged Board members to offer their feedback.

#### **10. Mayor and Town Board Reports:**

Mayor Weatherspoon informed the Board that Harnett County Officials have graciously given the Town of Angier \$27,000 in their budget to be utilized for Angier's Parks and Recreation Department. Last year the Town received \$7,000 and \$2,000 went to senior citizens. The Board agreed to allow Mayor Weatherspoon to send a thank you letter to Harnett County.

Commissioner Smith stated the Golf Cart Policy Committee is currently gathering facts and requested that if anyone has any input please let them know.

**Closed Session** - pursuant to NCGS 143-318.11 (a) (4) to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. NCGS 143-318.11 (a) (5) to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease.

**Board Action:** The Town Board unanimously voted to go into closed session pursuant to NCGS 143-318.11 (a) (4) (5) at 7:36pm.

**Motion:** Commissioner Smith  
**Second:** Commissioner Hawley  
**Vote:** Unanimous, 4-0

**Board Action:** The Town Board unanimously voted to reconvene in open session at 8:53pm.

**Motion:** Commissioner Hawley  
**Second:** Commissioner Smith  
**Vote:** Unanimous, 4-0

**Board Action:** The Town Board unanimously voted to instruct staff to investigate improving downtown.

**Motion:** Commissioner Smith

**Second:** Commissioner Hill

**Vote:** Unanimous, 4-0

**11. Staff Reports and Informational Items:** Staff reports were enclosed in the agenda packet.

**12. Adjournment:** Being no further business, the Town Board voted unanimously to adjourn the meeting at 8:54pm.

**Motion:** Commissioner Hawley

**Second:** Commissioner Hill

**Vote:** 4-0, Unanimous

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Lewis W. Weatherspoon, Mayor

Attest:

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Veronica Hardaway, Town Clerk

**Town of Angier  
Board of Commissioners  
Workshop Session  
Tuesday, July 24, 2018, 6:30 P.M.  
Angier Municipal Building  
28 North Raleigh Street  
Minutes**

The Town of Angier convened during a regularly scheduled Board of Commissioners Workshop Session meeting Tuesday, July 24, 2018, in the Board Room inside the Municipal Building at 28 North Raleigh Street.

**Members Present:** Mayor Lewis W. Weatherspoon  
Mayor Pro-Tem/Commissioner Craig Honeycutt  
Commissioner Loru Boyer Hawley  
Commissioner Bob Smith  
Commissioner Mike Hill

**Staff Present:** Interim Town Manager Mike McLaurin  
Town Clerk, Veronica Hardaway  
Public Works Director Jimmy Cook  
Town Engineer Bill Dreitzler  
Town Attorney Dan Hartzog Jr.  
Town Engineer Bill Dreitzler  
Corporal Danny King  
Lieutenant Arthur Yarbrough

**Others Present:**

1. **Call to Order:** Mayor Weatherspoon presided, calling the Board of Commissioners meeting to order at 6:30 p.m.
2. **Pledge of Allegiance:** Mayor Weatherspoon led the pledge of allegiance.
3. **Invocation:** Commissioner Smith offered the invocation.
4. **Approval of the July 24, 2018, meeting agenda:** The Town Board approved the agenda as presented:

**Board Action:** The Town Board unanimously approved the July 24, 2018 meeting agenda as presented.

**Motion:** Commissioner Smith

**Second:** Commissioner Hill

**Vote:** Unanimous, 4-0

## **5. New Business:**

### **A. CAMPO – Southwest Area Study**

Kenneth Withrow with CAMPO, stated that Ramey Kemp & Associates was hired to conduct a southwest area study that includes Angier, Apex, Holly Springs, and Fuquay-Varina.

Devon with Ramey Kemp & Associates, stated the goal of the southwest area study is to recommend improvements to all forms of the transportation system (biking, walking greenways, transit, etc.). At the end of the study, an evaluation of what needs to be improved to already existing roadways will be looked at such as road widening, turn lanes, improving safety along the corridors, and also adding anything new like sidewalks, bike lanes, greenway paths, etc. Currently, public input from citizens in the community is key. The southwest area study has a project website ([www.swastudy.com](http://www.swastudy.com)) for residents to refer to with an interactive map similar to google maps where the public can leave comments. The Town is encouraged to share the project website with the community to get as much input as possible.

It was the consensus of the Board to visit the interactive map on the project website and invite CAMPO and Ramey Kemp & Associates back to discuss the project further prior to them returning in the fall.

### **B. Central Carolina Community College – High School Equivalency Course held in Angier**

Jon Matthews with Central Carolina Community College, requested the Board to consider allowing the college to utilize the municipal building to provide local citizens with the opportunity to take a High School Equivalency course. He proposed offering the course two days per week from September to December at no cost and would accept a maximum of twenty students.

It was the consensus of the Board to add this item to the August consent agenda.

### **C. Golf Cart Ordinance – Follow up report**

Commissioner Smith informed the Board that the committee met to review several ordinances and had a discussion. He encouraged anyone that may have questions, concerns, or suggestions to email him at [bsmith@angier.org](mailto:bsmith@angier.org).

### **D. Municipal Advocacy Goals**

Mayor Pro-Tem/Commissioner Honeycutt stated the committee has discussed several goals for the North Carolina League of Municipalities to advocate for such as:

- Work with rural advocacy groups to secure legislation/grants or other funding to improve and update outdated systems for water infrastructure and improve internet options. Angier has some water lines nearly 100 years old.
- Seek assistance from the State Legislature to strengthen minimum housing standards to improve conditions many low income residents face.
- Continue strong advocacy on e-commerce legislation to ensure municipalities are receiving a fair portion of internet purchases.
- Advocate for legislation against no ending date contracts for government employees and ensure government contracts do not protect a rogue or corrupt employee.
- Work with State Legislature to establish a clear understanding of misdemeanor or moral turpitude and establish law.
- Transportation needs, highway infrastructure from rural communities to urban zones (employment).
- Advocate the state to promote the rural communities for economic development opportunities to help address higher unemployment, higher poverty, and sub-standard housing.

It was the consensus of the Board to omit “work with state legislature to establish a clear understanding of misdemeanor or moral turpitude and establish law” and replace it with advocating for impact fees strictly for transportation improvements.

## **6. Board Comments**

Commissioner Hill expressed his concern regarding construction debris in neighborhoods and asked if dumpsters are required at construction sites.

It was the consensus of the Board to refer this matter to the Interim Town Manager and make a recommendation to the Board at the August work session meeting.

## **7. Manager Comments**

### **A. Human Resources updates**

Interim Town Manager Mike McLaurin gave a brief summary of various updates on the Human Resources Department. Mr. McLaurin recommended that following the hiring of a new Finance Director, our current Interim Accountant stay on payroll and continue to work with the Town in reviewing and making recommendations on our internal control, billing and accounts receivable, and payable procedures.

### **B. Facility Rental Policy update**

Mr. McLaurin summarized the latest proposed facility rental policy. The purpose of the revision is to streamline the policy and respond to Board members. The policy will be placed on the August agenda if the Board feels that the policy is ready to be debated and considered for approval.

### **C. Capital Project Fund closeout**

Mr. McLaurin reported that there are two capital project funds that need to be closed, because the projects have been completed for more than a year and no future transactions are expected. However, both Fund 15 – Parks & Recreation Office Building and Fund 62 – Angier Elementary Drainage Project have outstanding activity in their fund balances. More costs were incurred to complete the parks and recreation building than were budgeted, so Fund 15 was overspent and owes the general fund almost \$8,000. The drainage project was underspent by about \$15,000, so the amount over budgeted in Fund 62 should be returned to the general fund. Making the necessary transfers will result in a positive change to cash in the general fund of \$7,246. With the Boards approval, balances can be transferred by journal entry and funds can be closed out.

Mr. McLaurin stated the Town of Angier has three accounts with First Bank that currently have no authorized signers.

- Checking account opened in 2013 with an approximate balance of \$1.9 million (General Fund)
- Certificate of deposit opened in 2006 for \$1 million (General Fund)
- Certificate of deposit opened in 2008 for \$1.5 million (Water/Sewer Fund)

Because the First Bank checking account is not adding value to the town's investment profile, the interest earned is negligible: approximately \$30 last month on almost \$2 million, it is recommended these accounts be closed and the balance transferred to the First Citizens Bank checking account, or the town's government savings account with the North Carolina Cash Management Trust, or a combination of both. Another recommendation with Board approval, is to add two new authorized signers.

It was the consensus of the Board to add this item to the August consent agenda.

The Town of Angier has been designated by the State as a Main Street Community along with Elon and Laurinburg. A memo will be sent to the Board outlining recommendations for appointing a Main Street committee.

Mr. McLaurin stated money has been budgeted to hire an architect to look into relocating the police department to the annex building. Town Engineer Bill Dreitzler stated request for letters of interest will be going out for a feasibility study with alternatives and preliminary cost estimates. An ad will be in the newspaper with a submittal deadline of four weeks. Mr. Dreitzler recommends a selection committee be established to select the architect.

It was the consensus of the Board to move the September work session meeting to October due to the Town Manager being out of town.

Mr. McLaurin informed the Board the contract with Harnett County water/sewer will be expiring. Staff will be recommending a modification to our sewer contract.

**8. Closed Session – pursuant to NCGS 143-318.11 (a) (5); to establish, or to instruct the public body’s staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease.**

**Board Action:** The Town Board unanimously voted to go into closed session pursuant to NCGS 143-318.11 (a) (5) at 8:23pm.

**Motion:** Commissioner Smith

**Second:** Commissioner Honeycutt

**Vote:** Unanimous, 4-0

**Board Action:** The Town Board unanimously voted to reconvene in open session at 8:37pm.

**Motion:** Commissioner Smith

**Second:** Commissioner Honeycutt

**Vote:** Unanimous, 4-0

**9. Adjournment:** The Town Board voted unanimously to adjourn the meeting at 8:38pm.

**Motion:** Commissioner Hill

**Second:** Commissioner Honeycutt

**Vote:** Unanimous, 4-0

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Lewis W. Weatherspoon, Mayor

Attest:

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Veronica Hardaway, Town Clerk



Lewis W. Weatherspoon  
Mayor

Michael McLaurin  
Interim Town Manager

## AGENDA ABSTRACT

**DATE:** August 7, 2018

**Item: 6B**  
**Consent Agenda**

**SUBJECT: Central Carolina Community College**

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For the Board's consideration to allow Central Carolina Community College to utilize the Angier Municipal Building to hold a High School Equivalency course from September until December on Mondays and Thursdays.

Manager's Comments:



# EARN YOUR HIGH SCHOOL DIPLOMA!

Career & College Readiness – Harnett County



## HIGH SCHOOL EQUIVALENCY

Study and learn the material necessary to pass  
the High School Equivalency exam

**REGISTRATION DEADLINE:** September 10, 2018

**START DATE:** September 13, 2018

**DAYS:** Mondays and Thursdays

**TIME:** 6:00 p.m. – 9:00 p.m.

**LOCATION:** Angier Municipal Building  
28 N Raleigh St. Angier, NC

Classes are  
**FREE!**

To Register, call  
(910) 814-8971

[cccc.edu/ccr](http://cccc.edu/ccr)



Lewis W. Weatherspoon  
Mayor

Michael McLaurin  
Interim Town Manager

## AGENDA ABSTRACT

**DATE:** August 7, 2018

**Item: 6C**  
**Consent Agenda**

**SUBJECT: Budget Amendment #BOA2019.01**

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For the Board's consideration to approve Budget Amendment #BOA2019.01 in the amount of \$7,000 – to appropriate funds for public works truck #27 due to a failed lifter that damaged the cam shaft resulting in a motor replacement.

Manager's Comments:



## Town of Angier

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

Lewis W. Weatherspoon  
Mayor

Mike McLaurin  
Manager

### Memo

To: Bonnie Bray  
From: Jimmy Cook  
Reference: Motor for Truck # 27

Bonnie,

On work truck # 27 the lifter went bad and damaged the cam shaft. We need to replace the motor. The cost to replace the motor is \$7,000.00. I have written a PO to replace the motor from line item 609003.0017. The line item only had \$7,000.00 in it.

Can we do a budget amendment for \$7,000.00 to re-appropriate the funds in line item?

Sincerely,

Jimmy Cook  
Town of Angier Public Works Director  
[jcook@angier.org](mailto:jcook@angier.org)  
919-331-6708



## *Town of Angier*

### Budget Amendment #BOA2019.01

Date: August 7, 2018

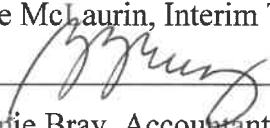
Account Number	Line Description	Revenues		Expenditures	
		Increase	Decrease	Increase	Decrease
60-9003-0017	Vehicle maintenance			7,000	
60-3003-0007	Fund balance appropriated	7,000			

Explanation: The lifter on work truck #27 failed and damaged the cam shaft. The motor must be replaced, as a result, at a cost of \$7,000.

Approved

\_\_\_\_\_  
Mike McLaurin, Interim Town Manager

Reviewed

  
\_\_\_\_\_  
Bonnie Bray, Accountant

Approved

\_\_\_\_\_  
Lewis W. Weatherspoon, Mayor

Attested

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



Lewis W. Weatherspoon  
Mayor

Michael McLaurin  
Interim Town Manager

## **AGENDA ABSTRACT**

**DATE: August 7, 2018**

**Item: 6D  
Consent Agenda**

**SUBJECT: Capital Project Fund Closeout**

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For the Board's consideration to closeout two old capital project funds due to completion for more than a year and no future transactions are expected. Fund 15 – Parks & Recreation Office Building and Fund 62 – Angier Elementary Drainage Project.

Manager's Comments:



## Town of Angier

P.O. Box 278  
Angier, NC 27501

To: Mike McLaurin, Interim Town Manager

From: Bonnie Bray, Accountant

Date: July 11, 2018

Re: July 24 work session item

There are two old capital project funds that need to be closed, because the projects have been completed for more than a year and no future transactions are expected. However, both Fund 15 - Parks & Recreation Office Building and Fund 62 - Angier Elementary Drainage Project have outstanding activity in their fund balances.

More costs were incurred to complete the parks and recreation building than were budgeted, so Fund 15 was overspent and owes the general fund almost \$8,000. The drainage project was underspent by about \$15,000, so the amount over budgeted in Fund 62 should be returned to the general fund. Making the necessary transfers will result in a positive change to cash in the general fund of \$7,246.

With your approval, I'll transfer the balances by journal entry and close the funds.

OK MM  
7/16/18

## TOWN OF ANGIER

## Balance Sheet

Period Ending: June 30, 2019

Page 1

07/11/18 Fiscal Year: 2019  
16:49:41 Fiscal Month Range: 1-12

## 98 CENTRAL DEPOSITORY

Zero Balance Omitted

ASSETS		DEBIT	CREDIT	TOTAL
98-1010-0100	CASH IN CENTRAL DEPOSITORY	2,538,703.50		
TOTAL ASSETS				2,538,703.50
LIABILITIES				
98-2120-0010	DUE TO GENERAL FUND		115,306.41	
98-2120-0014	DUE TO LILLINGTON/WILLOW/ROY STREET		4,068.73	
98-2120-0015	PARKS & RECREATION OFFICE BUILDING	7,944.75		
98-2120-0020	DUE TO POWELL BILL			
98-2120-0025	DUE TO HWY 210/PARK STREET SIDEWALK		141,425.38	
98-2120-0026	DUE TO WAKE CO ELEVATED TANK		9,590.18	
98-2120-0060	DUE TO WATER AND SEWER FUND	54,970.07		
98-2120-0061	DUE TO WATER/SEWER CAP. RESERVE		1,619,616.00	
98-2120-0062	DUE TO ANGIER ELEMENTARY DRAINAGE		551,784.77	
98-2120-0063	DUE TO DEBT SERVICE RESERVE FUND		15,190.41	
98-2120-0073	DUE TO LAW ENFORCEMENT TRUST FUND		79,870.00	
98-2120-1010	DUE TO DISABILITY		47,093.52	
			17,672.92	
TOTAL LIABILITIES			2,538,703.50	

TOTAL LIABILITIES AND EQUITY:

FUND TOTAL:

2,538,703.50

0.00



Lewis W. Weatherspoon  
Mayor

Michael McLaurin  
Interim Town Manager

### **AGENDA ABSTRACT**

**DATE:** August 7, 2018

**Item: 6E**  
**Consent Agenda**

**SUBJECT: Authorizing Town Manager to contract with Land Appraiser and other professionals for possible Land Acquisition**

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For the Board's consideration to allow Interim Town Manager to contract with a Land Appraiser and other professionals for possible Land Acquisition. This would allow for utility rehabilitation and enhancement along with providing additional parking and other economic benefits. In order to proceed, the Board will need to authorize the Interim Town Manager to engage in services of a Land Appraiser, Town Attorney and other professionals in this effort including the preparation of several documents.

Manager's Comments:

## MEMORANDUM

DATE: August 1, 2018

TO: Mayor and Board of Commissioners

FROM: Michael McLaurin, ICMA-CM

CC: Veronica Hardaway, CMC, NCCMC  
Sean Johnson, Planner

RE: Authorize the Town Manager to Contract with Land Appraiser and Other Professionals for Land Acquisition

### **Action Requested:**

This memo is to request that the Board

- 1) Authorize the Town Manager to Contract with Land Appraiser and Other Professionals for Land Acquisition

### **Background:**

The Board was recently briefed by staff on a proposal, which would allow for utility rehabilitation and enhancement along with providing additional parking and other economic benefits. To accomplish this work it would be necessary to acquire a few parcels or portions thereof.

To move forward, the Manager will need the board's authorization to engage the services of a land appraiser, town attorney and other professionals in this effort including the preparation of various documents. Typical examples would include authorization of a Phase 1 Environmental and other examinations as related to such transactions. Regular updates will be provided to the Board.



Lewis W. Weatherspoon  
Mayor

Michael McLaurin  
Interim Town Manager

## AGENDA ABSTRACT

**DATE:** August 7, 2018

**Item: 7A**  
**Public Hearing**

**SUBJECT: Potential approval of an amendment to the Leaf & Limb Ordinance;  
Chapter 15, Article II Sections 15-27 – 15-32**

\*\*\*\*\*

For the Board's consideration and approval is the proposed Leaf & Limb Ordinance amendment. Item was discussed at the Board's June 26, 2018 Work Session meeting.

Public Hearing was advertised as appropriate in *The Daily Record*.

Manager's Comments:

**AN ORDINANCE AMENDING CHAPTER 15, ARTICLE II  
SECTIONS 15-27 – 15-32 OF THE TOWN OF ANGIER  
CODE OF ORDINANCES**

**NOW, THEREFORE, BE IT ORDAINED** by the Town of Commissioners' of the Town of Angier that Chapter 15, Article II Sections 15-27 – 15-32 of the Code of Ordinances of the Town of Angier is amended as follows:

**Sec. 15-27. - Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Bulky trash* means waste produced by a residential consumer other than what is ordinarily disposed of on a weekly basis which cannot be processed by the weekly trash collection.

*Director of public utilities* means the director of public utilities of the town or his agents.

*Land clearing debris* means solid waste which is generated solely from land clearing activities, including, but not limited to stumps, trees, brush and other vegetative waste incidental to tree, brush and stump removal.

*Light Household Items* means household furniture, TVs, mattresses, and box springs. Light Household items shall be no larger than 7 feet and weigh no more than 300 pounds.

*Ordinances* means the ordinances of the town.

*White goods* means household appliances such as refrigerators, washers, dryers, water heaters, water softeners, stoves, ovens, or other appliances either containing chlorofluorocarbon refrigerants or not. White goods shall be no larger than 7 feet and weigh no more than 300 pounds.

*Yard and leaf waste* means solid waste consisting of vegetative matter resulting from landscaping maintenance, including, but not limited to leaves, grass, twigs, certain limbs, hedge trimmings, hay, straw, pine straw, pine cones, and shrubs.

**~~Sec. 15-28. - Administration and enforcement.~~**

~~The collection and removal of yard and leaf waste, white goods, and bulky trash from premises in the town shall be under the jurisdiction of the director of public utilities. Enforcement of the provisions of this article shall be upon the advice of the director of public utilities and/or the county health officer.~~

**Sec. 15-29. - Precollection practices: Disposal of Yard and Leaf Waste**

- (a) ~~Yard and leaf waste material shall be kept separate from and shall not be mixed with any other solid waste material for the purposes of residential collection by the town or its agents.~~ The Town will endeavor to pick up yard and leaf waste, as defined pursuant to Sec. 15-27, on a weekly basis. Any person desiring to place yard and leaf waste for collection as refuse shall place that material in piles upon the occupant or owner's private property between existing curblines of street and sidewalks or where no such curblines or sidewalks exist on their premises off street rights-of-way and ditches. Yard and leaf waste shall be kept separate from and shall not be mixed with any other solid waste material for the purpose of residential collection by the town or its agents.
- (b) ~~Yard and leaf waste materials placed at curbside for collection shall be free from contamination by materials that are not included in the definition of yard and leaf waste provided in section 15-27. Where yard and leaf waste materials are found to be contaminated, town staff or its agents will not collect the yard and leaf waste until such time as the contaminants are removed by the homeowner. Grass clippings and leaves are collected by a vacuum and therefore must be free from twigs, sticks, rocks and any inorganic material.~~ No person shall burn yard and leaf waste material on the street or

sidewalks or on private property within the corporate limits. Burning may be permitted for land clearing or right-of-way maintenance material, provided a state burning permit is obtained and burning is done in compliance with all conditions stated in the permit.

- (c) The Town will collect one pile of yard waste, which shall be no longer than four feet wide, four feet deep, and four feet tall. Limbs may not exceed four feet in length and four inches in diameter. If yard waste placed for collection exceeds these standards, the Town may not collect any of the yard waste and, residents may be notified to remove the debris. If debris is not moved within 10 days after notice, such debris will be considered a nuisance pursuant to Sec. 14-11. If the debris is deemed to be a hazard to the safety of the public as stated in Sec. 14-11, the resident or property owner shall remove the debris within 24 hours.
- (d) Yard and leaf waste materials placed at curbside for collection shall be free from contamination by materials that are not included in the definition of yard and leaf waste provided in section 15-27. ~~Leaves and grass should not be placed in plastic or paper bags.~~ Where yard and leaf waste materials are found to be contaminated, town staff or its agents will not collect the yard and leaf waste until such time as the contaminants are removed by the homeowner. Grass clippings and leaves are collected by a vacuum and therefore must be free from twigs, sticks, rocks and any inorganic material.
- (e) During leaf collection season, residents desiring yard and leaf waste collection by the town or its agents shall rake their leaves to behind the existing curbline of the street or, where no such curbline exists, the leaves shall be placed off the street pavement and between the roadside ditch and front property line.
- (f) During Christmas tree collection by the town or its agents, residents shall place their Christmas tree behind the existing curbline of the street or, where no curbline exists, the Christmas tree shall be placed off the street pavement and between the roadside ditch and the front property line. All tinsel, nails, screws, wires, ribbon and other nonvegetative material shall be removed from the Christmas tree by the residents for collection provided that the wreaths are free from wire, screws, metal frames and other nonvegetative material.
- (g) ~~Yard or leaf waste left for pick up that is not in compliance with this section shall be considered a public nuisance under Sec. 14-11.~~

~~Sec. 15-30. Limitations on service.~~

- ~~(a) Curbside yard and leaf waste collection service shall be provided only to residential solid waste customers of the town. This service will not be provided to institutional, business, commercial, or industrial solid waste collection customers, except for the fall and winter leaf collection using leaf vacuum machines. Furthermore, this service does not include the collection of land clearing debris.~~
- ~~(b) Only yard and leaf waste materials prepared and handled in accordance with the provisions of this article shall be collected by the town or their agents.~~
- ~~(c) The town will not collect any debris cut by a landscaping or tree service contractor.~~

~~Sec. 15-31. Prohibition against improper disposal and storage.~~

- ~~(a) Notwithstanding any other town ordinance or state statute, no resident of the town shall cause any yard waste, white good, or other bulky trash item to be placed at the curb for a period of time greater than 48 hours without arranging for a pickup by the town in the manner provided for in section 15-30, or with a private contractor.~~
- ~~(b) It shall be unlawful for any person residing outside the corporate limits of the town to bring quantities of garbage, refuse, or rubbish accumulated outside of the town and deposit them in any refuse receptacle maintained by the town along the streets or elsewhere within the corporate limits of the town.~~

- ~~(c) No person shall place any refuse in any street, alley or other place upon any private property, whether owned by such person or not, within the town, except in proper containers for collection or under express approval granted by the director of public utilities or his agent. No person shall throw or deposit any refuse in any stream or other body of water.~~

Sec. 15-32. - ~~Disposal of yard and leaf material.~~ **Removal of Light Household Items and White Goods**

- (a) The Town of Angier will endeavor to pick up light household items and white goods, as defined by Sec. 15-27, left in front of the resident's personal property along the right-of-way of Town streets. Pickup of Light Household Items and White Goods are limited to three items per week. If more than three items are left for pickup, the Town may not pick up any of the items left.
- (b) The Town will not pick up items from storage units, construction debris (such as shingles, sheetrock, lumber, building materials, doors, or windows), carpet, tires, or glass.
- (c) If the items left do not fall under the category of Light Household Items and White Goods, the Town may notify the resident to remove the items. If items are not moved within 10 days after notice, such items will be considered a nuisance pursuant to Sec. 14-11. If the items are deemed to be a hazard to the safety of the public as stated in Sec. 14-11, the resident or property owner shall remove the items within 24 hours.

*Adopted by the Angier Board of Commissioners on this the 7<sup>th</sup> day of August, 2018.*

ATTEST:

\_\_\_\_\_  
Lewis W. Weatherspoon, Mayor

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



Lewis W. Weatherspoon  
Mayor

Michael McLaurin  
Interim Town Manager

## **AGENDA ABSTRACT**

**DATE: August 7, 2018**

**Item: 8A  
New Business**

**SUBJECT: Main Street Committee & Employment of a Downtown Manager**

\*\*\*\*\*

For the Board's consideration and approval is a recommendation by staff to appoint a Main Street Committee to operate as part of the Town government and be under the supervision of the Planning Department. The Committee will serve a two year term and consist of 3 property owners, 3 business owners and 3 citizens and perhaps an Ex-Officio member from the Chamber of Commerce and other similar organizations.

Another recommendation by staff for Board consideration is to begin advertising for the position of a Downtown Manager and if an appropriate candidate is found to hire the applicant prior to January 1, 2019.

Manager's Comments:

## MEMORANDUM

DATE: July 29, 2018

TO: Mayor and Board of Commissioners

FROM: Michael McLaurin, ICMA-CM

CC: Veronica Hardaway, CMC, NCCMC  
Sean Johnson, Planner

RE: Selection of a Main Street Committee & Employment of a Downtown Manager

### **Action Requested:**

This memo is to request that the Board

- 1) Agree to appoint a Main Street Committee which its first meeting being in October 2018
- 2) Authorize staff to begin advertising for a Downtown Manager and if an appropriate candidate is found, begin employment before January 1st

### **Background:**

Recently, Angier along with Laurinburg and Elon were designated as Main Street communities by the N.C. Department of Commerce. The standard to maintain this designation is much higher than under the Small Town Main Street program. Examples include the requirement of employing a fulltime downtown manager and various training requirements that must be met.

It is important that a solid Main Street committee be established to work with the staff and board to help promote this program and work within its four points, which are 1) Organization, Promotion, Economic Vitality and Design.

While Main Street Committees can take different forms such as being operated by a non-profit etc., it is my recommendation that the committee operate as a part of the town government and be under the supervision of the Planning Department.

I would recommend that the Board consider appointing a Main Street Committee with an initial term of two years. In speaking with a representative of the NC Main Street program, she suggested that the town may consider appointing a committee consisting of 9 members. These nine members could be 3 property owners, 3 business owners and 3 citizens and perhaps an Ex-Officio from the Chamber of Commerce and other similar organizations. All meetings of the committee would fall under the Open Meetings Law.

The task of the committee would be to get the program up and running including the development of bylaws, development of a solid work program, inventory of businesses, development and implementation of various downtown efforts in support of the program.

I also recommend that we begin advertising for the position of downtown manager and if an appropriate candidate is found allow the person to begin work before January 1<sup>st</sup>. We have recently been informed that there will be Main Street training which will occur during the first few days of January and I believe that it will be valuable to have our new Downtown Manager to be up and running and working with the Committee prior to this training.



Lewis W. Weatherspoon  
Mayor

Michael McLaurin  
Interim Town Manager

## **AGENDA ABSTRACT**

**DATE:** August 7, 2018

**Item: 8B**  
**New Business**

**SUBJECT: Extension of Interim Town Manager's Contract**

\*\*\*\*\*

For the Board's consideration and approval is a recommendation to extend the Manager's contract which currently terminates September 30, 2018.

Manager's Comments:

## MEMORANDUM

DATE: August 1, 2018  
TO: Mayor and Board of Commissioners  
FROM: Michael McLaurin, ICMA-CM  
CC: Veronica Hardaway, CMC, NCCMC  
RE: Interim Manager's Contract Extension

### **Action Requested:**

The Board consider if it wishes to extend the Manager's contract which currently concludes on September 30, 2018.

- 1) Section 2 of the contract describes when the contract will expire. If the Board wishes to extend, it will need to determine the new conclusion date. One suggestion may be that the new conclusion date will be "once the new manager begins work and a post transition is completed: Section 2 is contained below.

### **Section 2. Term**

Subject to earlier termination as provided for in Section 8, Subsection D hereof, the term of this Agreement shall continue, and Manager shall serve as Interim (Temporary) Town Manager, until either of the following (1) a new Town manager is selected and adequate transition has been completed; (2) any limitation as a result of regulations or policies imposed by the NC Local Government Retirement System; (3) 30 day notice given by either party. This thirty day notice may be waived upon agreement by both parties; (4) September 30, 2018 unless an extension is mutually agreed by both parties. It is anticipated that this contract will conclude by September 30, 2018. The contract may also be terminated by the Commission.

- 2) Section 7 of the contract describes the Hours of Work. In order to serve the Town and stay within the income limitations as defined by the Local Government Retirement System I am recommending that we remove the minimum hour requirements and keep the maximum hour requirement. A portion of Section 7 is contained below.

**Section 7. Hours of Work; Time Off; Record Keeping**

It is clearly understood that the Manager is expected to perform all duties defined in Section 1 of this Agreement. The parties recognize that the manager will normally work a flexible schedule ~~with a minimum of twenty-four (24) and nor~~ **of not** more than thirty two (32) hours per week

**TOWN OF ANGIER**

**NORTH CAROLINA**

**AGREEMENT FOR EMPLOYMENT AS INTERIM TOWN MANAGER**

**THIS AGREEMENT FOR EMPLOYMENT AS INTERIM TOWN MANAGER** (hereinafter "Agreement") is made and entered into effective as of March 28, 2018 and between the Town of Angier, North Carolina (hereinafter "Town" ), by and through the Town of Angier (hereinafter "Commission" ) and Michael McLaurin, (hereinafter "Manager"), to establish and set forth the terms and conditions of the employment of the Manager as the Interim Town Manager. For the purposes of this Agreement, the Manager shall be considered a temporary, interim employee of the Town and not an independent contractor.

**WITNESSETH:**

**WHEREAS**, the Commission and Manager believe it is important to thoughtfully consider guidelines that will be consistent with both the letter and the spirit of State law, and to the extent applicable, the Town's charter and personnel policies, that will uphold the principle of "serving at the pleasure of the Commission," that will clearly define and incorporate the benefits to the community and organization, and that will address the protection of the Manager through provisions that are reasonable in nature and scope when compared to professional practices and local/regional market conditions and appropriately funded within the Town's budget; and

**WHEREAS**, the Commission recognizes and agrees that the Town operates under a Council-Manager form of government and as such agrees to support the principles and practices of such form of government;

**WHEREAS**, the Town is currently seeking a permanent town manager and it is expected that the position will be filled with a new permanent manager by and as such this contract will conclude on September 30, 2018 until extended by mutually agreement by both parties;

**WHEREAS**, the Manager has agreed to accept employment as the Interim Town Manager, subject to and on the terms, conditions, and provisions agreed to and set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the Manager accepting employment with the Town, and other good and valuable consideration, including the mutual covenants herein contained, the receipt and legal sufficiency of which are hereby acknowledged, the Town and the Manager hereby contract, covenant, and agree as follows:

**Section 1. Duties.**

The Town hereby employs the Manager as Interim (Temporary) Town Manager to perform the duties and functions as specified in the Town Charter, the Laws of the State of North

Carolina, this Agreement, and as the Commission shall, from time to time, assign to the Manager consistent with the intent of this Agreement.

The Manager shall be available to report for work and perform the duties of employment as the Interim Manager as of the Commencement Date as agreed by the Manager and Commission and conclude on September 30, 2018.

Notwithstanding anything to the contrary elsewhere herein, the Manager shall assist the Commission in the process of filling the permanent manager's position and assisting with any transition as mutually agreed.

## **Section 2. Term**

Subject to earlier termination as provided for in Section 8, Subsection D hereof, the term of this Agreement shall continue, and Manager shall serve as Interim (Temporary) Town Manager, until either of the following (1) a new Town manager is selected and adequate transition has been completed; (2) any limitation as a result of regulations or policies imposed by the NC Local Government Retirement System; (3) 30 day notice given by either party. This thirty day notice may be waived upon agreement by both parties; (4) September 30, 2018 unless an extension is mutually agreed by both parties. It is anticipated that this contract will conclude by September 30, 2018. The contract may also be terminated by the Commission.

## **Section 3. Salary**

The Town agrees to pay the Manager at the rate of Seventy and No Hundredths (\$70.00) Dollars per hour, payable on the same payment schedule as other Town employees. The hourly rate is payable only for actual hours worked by Manager on behalf of the Town whether on site or off site and does not include travel time to and from the Town. The hourly rate also includes any work performed by the Interim Manager as part of the pre- and post-interim transition as provided for in Section 1 above. The Town agrees to withhold and transmit to the appropriate entities the employee share of all Federal and State taxes and to provide coverage for the Manager under the Town's worker's compensation policy and coverage under the Town professional liability policy as described in Section 6. As Manager's employment is in the nature of interim and temporary employment, the Town will not contribute for the Manager's benefit to the North Carolina Local Government Retirement Fund.

## **Section 4. Automobile, Lodging, Meals, and Cell Phone**

The Town will reimburse the Manager's use of his personal vehicle for miles traveled to and from Manager's residence in Charlotte, North Carolina to Angier, North Carolina and for miles traveled for any Town related business at the current IRS allowable rate. The Manager will have the option to use any available Town vehicle for non-overnight travel for any Town related business in lieu of mileage reimbursement for use of Manager's personal vehicle. The Manager will be reimbursed for any necessary and reasonable lodging and meal expenses, including meals while traveling between his home and Angier, North Carolina, at the current Federal employee *per diem* rate that is \$93.00 per night for lodging and \$51.00 per day for meal expenses excluding tax. The reimbursement for meals will be prorated, according to the Federal *per diem*

rate for each meal, when a workday or overnight stay does not include three meal periods. For the purposes of this section, the term meals include food purchased at a restaurant or grocery store.

The Town shall reimburse the manager for his cell phone use at the rate of \$55.00 per month or portion thereof.

The Manager shall properly document all expenses and mileage and to submit the same to the Town for reimbursement monthly or in a manner consistent with Town policy. The Manager agrees to complete any forms related to reimbursement that may be required by the Town.

### **Section 5. Benefits**

It is mutually agreed that the Manager is not entitled to any Town employee benefits except as specifically set forth herein. To that end, the Town will allow the Manager to participate in the Town's \$457, \$401K or similar plans. It is understood that the Town will NOT provide any matching contributions to said plans.

### **Section 6. Indemnification**

To the fullest extent permitted by law and except as specifically limited by Town Ordinances, the Town shall defend, save harmless and indemnify the Manager against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act, error or omission occurring in the performance of the Manager's duties, and shall obtain and keep in full force and effect liability insurance, or risk pool coverage, including Public Officials coverage on a "per occurrence" basis, in sufficient amounts to assure accomplishment of such hold harmless and indemnification; provided that this section shall not be construed as creating any right, cause of action, or claim of waiver or estoppels for or on behalf of any third party, nor shall it be construed as a waiver or modification of the availability of the defense of governmental immunity or any other legal defense available to either the Town or the Manager as to any claim brought by or on behalf of any third party; and provided further that the Town shall not indemnify or hold harmless the Manager from and with respect to any claim or liability for which the conduct of the Manager is found by the courts to have been outside the course and scope of employment or his official capacity as Interim Town Manager, grossly negligent or intentionally wrongful. The Town may compromise and settle any such claim or suit, and will pay on behalf of the Town and/or the Manager, with or without the consent of the Manager, the amount of any settlement reached or judgment rendered on such claim or suit, for which the Town has a duty to defend, and shall save harmless and indemnify the Manager hereunder as hereinbefore more specifically provided. This indemnification shall extend beyond and survive the termination of employment and the expiration of this Agreement.

### **Section 7. Hours of Work; Time Off; Record Keeping**

It is clearly understood that the Manager is expected to perform all duties defined in Section 1 of this Agreement. The parties recognize that the manager will normally work a flexible schedule ~~with a minimum of twenty-four (24) and nor of not~~ more than thirty two (32) hours per week. However, it is recognize that the Manager has pre-scheduled various personal

appointments and professional training events and as such, there may be some weeks when the minimum number of hours may not be obtained. The Town will not be billed for these training costs. The Manager may work in half or whole day increments or any portion thereof. The parties also expressly recognize and agree that some of the Manager's work for the Town may occur while the Manager is not in the Town, such as at home, in conferences, or elsewhere conducting Town business. Travel time in commuting to and from the Manager's residence to Town Hall, and off-duty overnight time shall not be included in this total. Duties of employment are typically expected to be performed Monday through Friday; however, the Manager will work additional hours per week as needed, and the parties may adjust that schedule so that he may be available and working on days, or parts thereof, on which the Commission has scheduled a meeting of the Commission or other events requiring the Manager's presence. The Commission may request the Manager attend various municipal related events such as the NC League of Municipal Conference with the cost being reimbursed by the Town.

The Manager agrees to be available by telephone for consultation and advice on days that he is not physically working in the Town. The Manager also agrees to respond to the Town for emergency situations.

The Manager shall keep records of the time spent by Manager in performing his duties on behalf of the Town as set forth herein. Said records shall be a general description of the work performed and the amount of time spent working on behalf of the Town.

## **Section 8. General Provisions**

A. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of North Carolina. Venue shall lie exclusively in Harnett County, North Carolina unless both parties agree otherwise.

B. Entire Agreement. This Agreement incorporates all the agreements, covenants and understandings between the Town and the Manager concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No other prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

C. Amendment. This Agreement shall not be modified or amended except by a vote of the Council and, upon approval of the Commission, a written instrument executed by the Interim Manager and the duly authorized representative of the Commission.

D. Resignation/Termination. This contract shall terminate upon the occurrence of any one of the following events: either of the following (1) a new Town manager is selected and adequate transition has been completed; (2) any limitation as a result of regulations or policies imposed by the NC Local Government Retirement System; (3) 30 day notice given by either party. This thirty day notice may be waived upon agreement by both parties. (4) September 30, 2018 unless an extension is mutually agreed by both parties (5) termination of the contract by unilateral action of the Council. It is understood by the parties that the Manager is a temporary, "at-will" employee and serves at the pleasure of the Council. This Agreement may be terminated by the Town through duly approved action of the Council, with or without cause, at any time. If

the Manager's employment is terminated without cause pursuant to subparagraph 5 of this paragraph, then upon such termination the Manager shall be entitled to severance pay calculated by the hourly rate stated in paragraph 3 above based on a twenty four (24) hour work week for one week.

E. Work Product. If requested by the Manager, the Town agrees to provide the Manager, at its cost, an electronic copy of the Manager's work documents, including but not limited to, emails, correspondence, memoranda and other documents prepared or received by the Manager during his employment with the Town. With regard to any documents which may be deemed to be confidential, including but not limited to, notes or documents related to closed sessions, potential economic development, potential contracts, employee information or communications with the Town Attorney, the Manager agrees to maintain said confidentiality of all such records. In this regard, the Manager agrees to give the Town prompt notice upon receipt of any request for production or subpoena of such materials in apt time to allow the Town the opportunity to take appropriate action to protect and preserve such confidentiality.

**IN WITNESS WHEREOF**, the Town and the Manager have executed this Agreement effective as of the date first written above.

**TOWN OF ANGIER, NORTH CAROLINA**

\_\_\_\_\_  
Mayor, Town of Angier, NC

**ATTEST:**

(Town Seal)

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

**AGREED AND ACCEPTED** this the 17th day of April, 2018.

*Michael McLaurin*

\_\_\_\_\_  
Michael McLaurin  
Interim Town Manager

**PRE-AUDIT CERTIFICATE**

This Agreement has been pre-audited pursuant to North Carolina General Statute §159-28 in the manner required by the Local Governmental Budget and Fiscal Control Act.

**THE TOWN OF ANGIER**

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**APPROVED AS TO FORM:**

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Town Attorney



Lewis W. Weatherspoon  
Mayor

Michael McLaurin  
Interim Town Manager

## **AGENDA ABSTRACT**

**DATE: August 7, 2018**

**Item: 8C  
New Business**

**SUBJECT: Potential approval of a Facility Rental Policy**

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For the Board's consideration and approval is a recommendation of a new Facility Rental Policy to include Crepe Myrtle Pavilion, Depot Square/R.H. Ellington Grounds, Depot, and Baseball Fields.

Manager's Comments:



## Town of Angier

Lewis Weatherspoon  
Mayor

Michael McLaurin  
Interim Town Manager

**Date Submitted:**

**Date Adopted:**

### TOWN OF ANGIER FACILITY RENTAL POLICY

#### **A. Introduction**

The Town of Angier welcomes the public to use selected municipal facilities. These policies apply to anyone or company who rents town facilities and are designed to provide information to those wishing to use the facilities and the rules and regulations associated with the rental. Failure to adhere to policies and rental agreement may result in expulsion from the facility for the day and/or for an extended period of time. If you have any questions, please feel free to contact the Town Manager.

#### **B. Facilities Available for Rental Use**

Crepe Myrtle Pavilion (located beside the depot),

Depot Square/R.H. Ellington Grounds (located around the Depot and Stage),

Depot

Baseball Fields – Fields may be rented when not in use by the Parks & Recreation Department and may be rented as follows: \$25 per field per hour without lights; \$30 per field per hour with lights; \$200 per field per day. Shelters at the park are free to the public on a first come first serve basis.

#### **C. Rental Times and Rates**

All facilities are available in an initial rental of 4 hour blocks and 1 hour increments thereafter. In addition, the town will allow a set up time of up to 1 hour and clean time of up to 1 hour. The maximum number of hours billed for a day's use will be 16 hours

Rates will be established by the Board of Commisisoners. Requested waivers of these conditions or fees may be approved by the Town Manager.

#### **D. Renter's Agreement – As a renter you agree to**



## Town of Angier

Lewis Weatherspoon  
Mayor

Michael McLaurin  
Interim Town Manager

1. Use the facility and not to allow activities which are a hazard to public safety or considered illegal.
2. Not allow the sale or use of alcoholic beverages. .
3. Not allow the use of any tobacco products including smoking except for areas on the sidewalk or street
4. Not allow the use of illegal drugs, gambling, vulgar language, or solicitation are prohibited.
5. Not allow weapons of any kind on the premises except those carried by law enforcement or otherwise authorized by federal or state law.
6. Not allow the use of fireworks or other explosives except as authorized by the town.
7. Not allow games of chance. This does not apply to games that award prizes when there is no charge for participation.
8. Not allow open flames (except birthday candles), decorations that may be flammable or combustible, smoke or fog generating equipment or apparatus is prohibited
9. Recognize and agree that certain events may require the need for off-duty police officers, fire and/or EMS and as such the renter may be responsible for those costs.
10. Report problems discovered with any facilities as soon as practical to the designated staff as soon as practical.

### E. Procedure and Policies for Renting Town Facilities

1. To rent a town facility, the applicant should complete and submit an application form to the Town Clerk. Once the application has been submitted the requested dates will be noted as tentative. Once the application is approved and all fees and other requirements met, the date will be noted and confirmed. Reservations may be made up to a year in advance. Reservations are confirmed on a first come first served basis. . Recurring reservations will be made on a case by case basis and will require approval by the Board of Commissioners.

2. Once the contract has been approved, the Town Clerk will notify the applicant to coordinate the collection fees which will consist of a minimum of a nonrefundable 50% of the total rent and equipment fees and 100% of the security deposit. A pre-rental walkthrough and checklist will be completed. Lessee is required to pay the remaining 50% balance of rental fee and equipment fees 14 calendar days prior to use of the facility. If lessee does not pay all fees in full, the contract becomes invalid 14 days before the scheduled event.

3. Cancellations made with at least 7 calendar days' notice are entitled to the full security deposit refund. Any cancellation made with less than 7 calendar days' notice results in forfeiture of all monies, both rent and security deposit. The Town of Angier will



## Town of Angier

Lewis Weatherspoon  
Mayor

Michael McLaurin  
Interim Town Manager

process refunds for security deposits immediately following the event and return a full deposit by the next available check date but not later than 30 days after use of the facility, provided guidelines have been adhered to and no damage results from use of the facility.

**Note:** *Security deposits are refundable unless the event extends beyond reserved area; facility or equipment is damaged; fights, vandalism, or improper conduct occur or the facility is not left clean. Excessive cleaning by the Town of Angier includes any cleanup beyond basic trash removal or restroom cleaning after the event and will be charged an hourly rate of \$30.*

4. The Town of Angier has first priority of dates and the use of its facilities and in the event the town cancels a prescheduled event, the town will refund the rental and security deposit.

5. The renter may use existing town tables, chairs and miscellaneous items. These requests should be noted at the time of application. Sound equipment, tents, tables, or chairs are not available from the Town of Angier. The leasee shall acquire town approval *before* bringing additional equipment into the rental area. All equipment brought in by the leasee should be listed on the lease application. All electric cords and other trip hazards must be taped down and secured prior to the start of any event. Staff will inspect areas before and after events to ensure property is clean and to its proper order.

6. Renter shall restore all Town owned equipment used to its proper order. The renter and/or their sound or equipment rental companies are responsible for removing all equipment, food, trash, etc., from the leased space and depositing of it in the canisters provided.

7. Renter shall be responsible for the orderly behavior of their guests using the facility and must conform to all Town policies, facility and Town rules and regulations.

8. Depending upon the event and size of crowd, the Town may require additional safety measures including but not limited to additional law enforcement, fire or EMS. These additional costs will be the responsibility of the renter.

8. Renter shall be responsible for all claims, damage or accidents occurring in any part of the facility damaged by any act, omission, default, subcontractor, employees, patrons, guests admitted to facility by lessee, or negligence of the lessee. Renter will pay the Town, upon demand, a sum equal to the cost of repairing and restoring the facility to its condition as of the commencement of this lease; or, at the option of and with the approval of the Town, will make such restoration and repairs at their own expense. Lessee agrees to indemnify and hold harmless the Town of Angier from any such



## Town of Angier

Lewis Weatherspoon  
Mayor

Michael McLaurin  
Interim Town Manager

actions and damages. Furthermore, the Town of Angier shall have no responsibility for injuries to any persons using the facility or to any vehicles parked outdoors.

9. Renter will obtain and provide proof of any required licenses, permits, and insurances, trade organization clearances required by any public body or by contract at their own expense. If applicable, such items may include, but are not limited to:

- a. Zoning compliance permit issued by the planning and zoning department
- b. If cooking under tent, a permit might be required by the Angier-Black River Fire Department
- c. Valid public liability bond or general liability insurance for personal injury or property damage at a minimum of \$1,000,000 with the Town added as an additional insured. (Insurance may be available from the NC League of Municipalities)
- d. Selling of food prepared on site may require a permit from the Harnett County Health Department

10. The following requires approval of the Town Manager or designee:

- a. Charging for admission, selling tickets, or taking subscriptions or collections
- b. Dances or bands – sound level shall comply with the Town's ordinance and sound amplification permit requirements
- c. Selling or offering of merchandise.

11. The Town Manager or designee reserves the right to cancel any activity in case of extreme necessity and has final authority in scheduling decisions, including the right to deny use of any facility where such use is not in the community's best interest. In the event of cancellation, deposit refunds will be considered on a case-by-case basis.

12. The Town of Angier reserves the right to deny, interrupt, terminate, or cancel an event when in the judgement of the Town Manager or designee, law enforcement, or fire department, such action is necessary in the interests of public safety and/or the user is in violation of this policy. User waives any claims for damages or compensation should the event be interrupted, terminated or cancelled.

13. The Town of Angier is not responsible for any lost or stolen property during the time stated in the rental agreement.

14. Events may begin at 6:00 am and must conclude by 10:00 pm and all activities including janitorial must cease and the facility vacated by 11:00 pm unless previously approved by the Town Manager or designee. Events beginning before 8:00 am shall not produce loud and/or excessive noise which would disturb the public.



## Town of Angier

Lewis Weatherspoon  
Mayor

Michael McLaurin  
Interim Town Manager

**15.** Renter must clearly state the sponsor of the event and their local contact telephone number in all advertising/promotion of events, meetings, programs, etc. Promotional materials, press releases, etc., must be worded so it is clear to the general public the event is not sponsored by the Town. Non-compliance with this policy may lead to immediate cancellation of the event and forfeiture of rental fees and deposit paid.

**16.** No flyers, banners or event information may be posted outside the building advertising events within the facility, except as permitted by the Town's sign ordinance and with approval of the Town Manager or designee.

### F. Rate Structure

The Angier Board of Commissioners shall establish the fees associated with the rental of its facilities.

a. There is a \$200 deposit required for all rentals along with the rental fee. Deposits are refundable in accordance with the rules and regulations set forth. Payment may be made by credit/debit cards, money orders, or cash.

b. Renter living inside the town of Angier – Shall be \$ 200.00 per four hours (not including 1 hour set up and 1 hour tear down ) and \$ 50.00 for each hour thereafter. This is known as the "In-Town" rate. Non-Profit Groups 501(c)(3), Religious Organizations, Churches etc. headquartered within the town of Angier shall pay 50% of the In-Town rate.

c. Renter living outside the town of Angier – Shall be \$ 300.00 per four hours (not including 1 hour set up and 1 hour tear down) and \$ 60.00 for each hour thereafter. This is known as the "Out of Town" rate. Non-Profit Groups 501(c)(3), Religious Organizations, Churches etc. headquartered within the town of Angier shall pay 50% of the Out of Town rate.

d. Renters wishing to rent multiple facilities such as the depot and grounds for an event shall receive a 10% discount.

e. Renters wishing to rent the facility for multiple consecutive days shall receive a 25% rental reduction rate for those consecutive days. The facilities may be rented for up to three consecutive days.

e. Additional rate clarification issues will be decided by the Town Manager.



## Town of Angier

Lewis Weatherspoon  
Mayor

Michael McLaurin  
Interim Town Manager

### **G. Effective Date and Adoption**

This policy is effective upon approval of the Town of Angier Board of Commissioners, which record of the same can be found in the minutes of the Board on record in the office of the Town Clerk.

This policy is adopted into the Town of Angier Policy by reference.

This policy shall be effective immediately upon adoption.

*Adopted by the Angier Board of Commissioners on this the \_\_\_\_\_, 2018.*

ATTEST:

\_\_\_\_\_  
Lewis W. Weatherspoon, Mayor

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



Lewis W. Weatherspoon  
Mayor

Michael McLaurin  
Interim Town Manager

## **AGENDA ABSTRACT**

**DATE: August 7, 2018**

**Item: 8D  
New Business**

**SUBJECT: First Bank Accounts**

\*\*\*\*\*

For the Board's consideration and approval is a recommendation to relocate accounts from First Bank to First Citizens Bank to maximize interest as well as consideration to authorize two new bank signers. Recommended bank signers: Interim Town Manager Michael McLaurin and Mayor Lewis W. Weatherspoon.

Manager's Comments:

To: Mike McLaurin, Interim Town Manager  
From: Bonnie Bray, Accountant  
Date: July 22, 2018  
Re: First Bank accounts

The Town of Angier has three accounts with First Bank that currently have no authorized signers:

- Checking account opened in 2013 with an approximate balance of \$1.9 million (General Fund)
- Certificate of deposit opened in 2006 for \$1 million (General Fund)
- Certificate of deposit opened in 2008 for \$1.5 million (Water & Sewer Fund)

The First Bank checking account balance is part and parcel of the town's central depository, but it appears to have no checks or electronic transactions tied to it -- the only activity for quite some time has been monthly interest deposits from the bank.

Instead, all operating cash needs for the central depository flow through a checking account with First Citizens Bank, which currently maintains a balance between \$500,000 and \$1 million.

Because the First Bank checking account is not adding value to the town's investment profile -- the interest it earns is negligible: approximately \$30 last month on almost \$2 million -- I recommend it be closed and the balance transferred to the First Citizens Bank checking account, or the town's government savings account with the North Carolina Cash Management Trust, or a combination of both.

It may also be time to review all of the town's investments, with an eye toward maximizing interest and minimizing exposure, as well as exploring whether the terms we have with First Citizens Bank are advantageous. The town might be best served to move forward on the latter after the permanent town manager and finance director are hired; formulating an investment policy could begin sooner.

However, in order to do anything with the First Bank checking and CD accounts, council approval is required to add two new signers. I recommend such action be added to the agenda for the upcoming regular session in August.



Lewis W. Weatherspoon  
Mayor

Michael McLaurin  
Interim Town Manager

## **AGENDA ABSTRACT**

**DATE: August 7, 2018**

**Item: 9A  
Old Business**

**SUBJECT: Potentially Set a Date for a Public Hearing regarding the Annexation Petition submitted by property owners, William A. Dupree and Ruth Dupree Petrea, located off S. NC Highway 55**

\*\*\*\*\*

As you recall, an Annexation Petition was submitted by property owners, William A. Dupree and Ruth Dupree Petrea, who was requesting to annex a 51.91 acre tract of land located off S. NC Highway 55 inclusive to Wake County portion of Parcel PIN#: 0674-69-6204 and a portion of Parcel PIN#: 0674-49-7265.

The Board directed the Clerk last month to investigate the Sufficiency of the Petition and to Certify Results during its Board of Commissioners meeting August 7, 2018.

The results have been verified by the Clerk. Now the Town Board is able to set the date by way of Resolution for a Public Hearing regarding this Annexation Petition for its September 10, 2018, Board of Commissioners meeting. Following the Public Hearing in September, the Town Board will be eligible to consider whether to adopt a Resolution to Annex this property.

Manager's Comments:



## Town of Angier

Lewis Weatherspoon  
Mayor

Michael McLaurin  
Interim Town Manager

**Date Authorized to Investigate the  
Sufficiency of the Annexation  
Request:** July 9, 2018

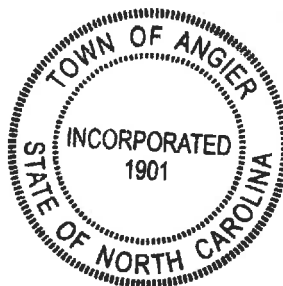
### CERTIFICATE OF SUFFICIENCY

*During its July 9, 2018, Board of Commissioners' meeting, the Town of Angier Clerk was directed to Investigate the Sufficiency of the Petition to Annex submitted by property owners William A. Dupree and Ruth Dupree Petrea, June 29, 2018.*

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

This confirms the Sufficiency of the Petition.

In witness whereof, I have hereunto set my hand and affixed the Seal of the Town of Angier, North Carolina, this the 3<sup>rd</sup> day of August, 2018.



ATTEST:

*Veronica Hardaway*  
Veronica Hardaway, Town Clerk



## Town of Angier

Lewis Weatherspoon  
Mayor

Michael McLaurin  
Interim Town Manager

**Resolution No.:** 013-2018  
**Date Submitted:** August 7, 2018  
**Date Adopted:** August 7, 2018

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

**WHEREAS**, the Town of Angier received a Petition submitted on June 29, 2018, by owners William A. Dupree and Ruth Dupree Petrea, requesting Annexation of an area described in said Petition and inclusive of Wake County portion of Parcel PIN#: 0674-69-6204 and a portion of Parcel PIN#: 0674-49-7265; and

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

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

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

Section 1. A Public Hearing on the Request for Annexation of the area described herein will be held inside the Angier Municipal Building Board Room at 7 PM on Monday, September 10, 2018.

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

AS SURVEYED LAND DESCRIPTION PARCEL 1  
COMMENCING AT NGS MONUMENT "CINDY" THENCE RUNNING N 50°22'33" E FOR 668.82' TO A 1" IRON ROD; THENCE N 01°48'02" E FOR 219.43' TO A 5/8" IRON REBAR; THENCE S 66°24'28" W FOR 36.19' TO AN AXLE; THENCE N 70°01'33" W FOR 210.97' TO A 5/8" IRON REBAR; THENCE N 01°42'21" W FOR 769.66' TO A 5/8" IRON REBAR; THENCE S 80°18'39" W FOR 673.61' TO A 5/8" IRON REBAR; THENCE N 15°43'49" W FOR 256.66' TO A 5/8" IRON REBAR; THENCE N 13°44'20" W FOR 289.92' TO A 5/8" IRON REBAR SET; THENCE N 89°41'24" W FOR 61.85' TO A 1/2" IRON REBAR, THE POINT AND PLACE OF BEGINNING; BEGINNING AT A 1/2" REBAR WHOSE NORTHING IS 649,945.88" AND WHOSE EASTING IS 2,075,444.68"; THENCE RUNNING S 13°44'20" E FOR 305.97' TO A 5/8" IRON REBAR; THENCE S 15°42'32" E FOR 115.23' TO A 5/8" IRON REBAR SET; THENCE S 74°17'27" W FOR 76.70' TO A 5/8" IRON REBAR SET; THENCE S 33°04'50" W FOR 224.01' TO A 5/8" IRON REBAR SET; THENCE S 51°23'53" W FOR 317.02' TO A 5/8" IRON REBAR



## Town of Angier

Lewis Weatherspoon  
Mayor

Michael McLaurin  
Interim Town Manager

SET; THENCE S 41°34'11" W FOR 169.44' TO A 5/8" IRON REBAR SET; THENCE S 77°44'12" W FOR 39.33' TO A 5/8" IRON REBAR SET; THENCE S 35°02'51" W FOR 27.06' TO A 5/8" IRON REBAR SET; THENCE S 07°38'31" E FOR 37.15' TO A 5/8" IRON REBAR SET; THENCE S 34°24'51" W FOR 128.49' TO A 5/8" IRON REBAR SET; THENCE S 41°12'39" W FOR 175.27' TO A 5/8" IRON REBAR SET; THENCE S 36°19'45" W FOR 212.12' TO A 5/8" IRON REBAR SET; THENCE S 00°21'47" W FOR 126.62' TO A 5/8" IRON REBAR SET; THENCE S 89°43'43" W FOR 519.15' TO A 5/8" IRON REBAR; THENCE N 01°07'55" E FOR 626.07' TO A 1/2" IRON REBAR SET; THENCE S 87°50'14" E FOR 106.73' TO A 1/2" IRON REBAR SET; THENCE N 89°15'05" E FOR 223.21' TO A 1/2" IRON REBAR SET; THENCE N 89°15'05" E FOR 192.20' TO A 1/2" IRON REBAR SET; THENCE N 00°01'59" E FOR 718.03' TO A 5/8" IRON REBAR; THENCE N 00°01'59" E FOR 205.39' TO A 1/2" AXLE; THENCE S 89°41'24" E FOR 800.20' TO THE POINT AND PLACE OF BEGINNING CONTAINING 1,084,998 SQUARE FEET / 24.908 ACRES, MORE OR LESS.

### AS SURVEYED LAND DESCRIPTION PARCEL 3

COMMENCING AT NGS MONUMENT "CINDY" THENCE RUNNING N 50°22'33" W FOR 668.82' TO A 1" IRON REBAR, THE 5/8" IRON REBAR AND PLACE OF BEGINNING; BEGINNING AT A 1" IRON REBAR WHOSE NORTHING IS 648,514.12' AND WHOSE EASTING IS 2,076,556.41'; THENCE N 01°48'02" E FOR 219.43' TO A 5/8" IRON REBAR; THENCE S 66°24'28" W FOR 36.19' TO AN AXLE; THENCE N 70°01'33" W FOR 210.97' TO A 5/8" IRON REBAR; THENCE N 01°42'21" W FOR 769.66' TO A 5/8" IRON REBAR; THENCE S 80°18'39" W FOR 673.61' TO A 5/8" IRON REBAR; THENCE N 15°43'49" W FOR 256.66' TO A 5/8" IRON REBAR; THENCE N 13°44'20" W FOR 289.92' TO A 5/8" IRON REBAR SET; THENCE S 89°41'23" E FOR 230.41' TO A 3/4" IRON REBAR; THENCE S 89°41'52" E FOR 14.91' TO A 1" PIPE; THENCE S 89°43'51" E FOR 200.00' TO A 3/4" IRON PIPE; THENCE S 89°43'52" E FOR 308.13' TO A 3/4" IRON PIPE; THENCE S 89°43'52" E FOR 471.49' TO A 5/8" IRON REBAR SET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2,030.99' E, AN ARC LENGTH OF 498.59', A CHORD BEARING OF S 21°41'35" E, AND A CHORD LENGTH OF 497.34'; TO A 5/8" REBAR SET; THENCE S 08°07'25" E FOR 343.36' TO A 5/8" IRON REBAR SET; THENCE S 00°56'59" E FOR 664.25' TO A 5/8" IRON REBAR SET; THENCE N 88°33'04" W FOR 418.51' TO THE POINT AND PLACE OF BEGINNING, CONTAINING 1,171,739 SQUARE FEET / 26.899 ACRES, MORE OR LESS.

### AS SURVEYED LAND DESCRIPTION PARCEL 4

COMMENCING AT NGS MONUMENT "CINDY" THENCE RUNNING N 50°22'33" E FOR 668.82' TO A 1" IRON REBAR; THENCE S 88°33'04" E, 418.51' TO A 1" IRON PIPE; THENCE N 00°56'59" W, 664.25' TO A 5/8" REBAR SET; THENCE N 08°07'25" W 343.36' TO A 5/8" REBAR SET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2,030.99', AN ARC LENGTH OF 498.59', A CHORD BEARING OF N 21°41'35" W, AND A CHORD LENGTH OF 497.34' TO A 5/8" REBAR SET; THENCE S 89°43'52" E, 57.13' TO A 1/2" IRON PIPE; THENCE S 89°43'52" E, 56.33" TO A 3/4" IRON PIPE; THENCE ALONG A CURVE TO



## Town of Angier

Lewis Weatherspoon  
Mayor

Michael McLaurin  
Interim Town Manager

THE RIGHT HAVING A RADIUS OF 2,130.99', AN ARC LENGTH OF 245.26' A CHORD BEARING OF N23°57'09" W, AND A CHORD LENGTH OF 245.13' TO A ¾" IRON PIPE; THE POINT AND PLACE OF BEGINNING; BEGINNING ON A ¾" IRON PIPE WHOSE NORTHING IS 649,745.29' AND WHOSE EASTING IS 2,076,944.40'; THENCE N 88°27'02" E FOR 45.31' TO A ¾" IRON PIPE; THENCE S 06°09'25" E FOR 110.27' TO A ¾" IRON PIPE; THENCE S 06°13'31" E FOR 110.26' TO A 1" IRON PIPE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2,130.99', AN ARC LENGTH OF 228.81' A CHORD BEARING OF N 17°34'45" W, AND A CHORD LENGTH OF 228.70' TO THE POINT OF BEGINNING CONTAINING 4,504 SQUARE FEET / 0.103 ACRES, MORE OR LESS.

Section 3. Notice of the Public Hearing shall be published in *The Daily Record*, a newspaper having general circulation in the Town of Angier, North Carolina, at least ten (10) days prior to the date of the September 10, 2018, Public Hearing.

*Adopted by the Angier Board of Commissioners on this the 7<sup>th</sup> day of August, 2018.*

ATTEST:

\_\_\_\_\_  
Lewis W. Weatherspoon, Mayor

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



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



Lewis Weatherspoon  
Mayor

Veronica Hardaway  
Town Clerk

Michael McLaurin  
Interim Town Manager

## **PROCEDURE FOR VOLUNTARY ANNEXATION PETITION**

### **THE PROCESS:**

*(Time Frame: 60 - 90 days)*

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

### **SUBMITTAL CHECKLIST:**

- ☒ **One completed annexation petition**
- ☒ **Annexation fee: \$250**
- ☒ **Six paper copies and one PDF copy of survey map of property proposed for annexation showing:**
  - The property in relationship to the primary corporate limits of the Town. (If the petition is for a non-contiguous annexation the distance from the primary corporate limits must be shown.)
  - County tax map/parcel number(s) and /or PIN numbers
- ☒ **One copy of the recorded deed to the property showing current owner(s)**
  - All owners of property being petitioned for annexation must sign the petition. (Signatures on petition must appear as shown on the deed)
- ☒ **Attach metes and bounds description Exhibit "A"**
- ☐ **Statement of vested rights, if applicable**
  - Attach a letter certifying vested rights, if any, from the government entity granting the vested rights.
- ☒ **Complete and attach applicable signature page (Individual, Corporation, Partnership)**



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



Lewis Weatherspoon  
Mayor

Veronica Hardaway  
Town Clerk

Michael McLaurin  
Interim Town Manager

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

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

2. The area to be annexed is  
( ) contiguous, (X) non-contiguous  
to the Town of Angier.

*(If contiguous, this annexation will include all intervening rights-of-way for streets, railroads and other areas as stated in G.S. 160-31(f).)*

3. Harnett/Wake County Property Identification Number(s) (PIN): A portion of PIN: 0674-69-6204 and a portion of PIN: 0674-49-7265 . Being all of tract 1, 3, & 4 as shown in BM 2018. PG 1259.

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

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

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

☒ Individual(s)  
☐ Corporation  
☐ Partnership  
☐ LLC

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



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



Lewis Weatherspoon  
Mayor

Veronica Hardaway  
Town Clerk

Michael McLaurin  
Interim Town Manager

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

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

**Petitioned Property PIN #:** \_\_\_\_\_

1. William A. Dupree 11508 S. Lowell Rd. Bahama, NC 27503  
(Owner - Print Name) (Mailing Address)

[Signature]  
(Owner's Signature)

2. Ruth Dupree 11508 S. Lowell Rd. Bahama, NC 27503  
(Owner - Print Name) (Mailing Address)

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

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

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

State of NC, County of Wake

I, Lindsay Elliott, a Notary Public for said County and State, do hereby certify that William A. Dupree III personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 25<sup>th</sup> day of June, 2018. My commission expires Sept. 15, 2018.

[Signature]  
Notary Public



(Owner's Signature)

2. Ruth Dupree Petrea  
Bahama, NC 27503  
(Owner - Print Name)

11508 S. Lowell Rd.

(Mailing Address)

Ruth Dupree Petrea  
(Owner's Signature)

3. Jane R Petrea  
Bahama NC 27503  
(Owner - Print Name)

11508 S. Lowell Rd

(Mailing Address)

Jane R Petrea  
(Owner's Signature)

State of NC County of DURHAM  
I, LUKE IWARA, a Notary Public for said County and State, do hereby certify  
that Jane R Petrea personally appeared before me this day and acknowledged the due  
execution of the foregoing instrument.

Witness my hand and official seal, this the 20th day of JUNE, 2018 My  
commission expires 12-27, 2021.

14/11/2018  
Notary Public



**AS SURVEYED LAND DESCRIPTION PARCEL 1**

COMMENCING AT NGS MONUMENT "CINDY" THENCE RUNNING N 50°22'33" E FOR 668.82' TO A 1" IRON ROD;  
THENCE N 01°48'02" E FOR 219.43' TO A 5/8" IRON REBAR;  
THENCE S 66°24'28" W FOR 36.19' TO AN AXLE;  
THENCE N 70°01'33" W FOR 210.97' TO A 5/8" IRON REBAR;  
THENCE N 01°42'21" W FOR 769.66' TO A 5/8" IRON REBAR;  
THENCE S 80°18'39" W FOR 673.61' TO A 5/8" IRON REBAR;  
THENCE N 15°43'49" W FOR 256.66' TO A 5/8" IRON REBAR;  
THENCE N 13°44'20" W FOR 289.92' TO A 5/8" IRON REBAR SET;  
THENCE N 89°41'24" W FOR 61.85' TO A 1/2" IRON REBAR, THE POINT AND PLACE OF BEGINNING;  
BEGINNING AT A 1/2" REBAR WHOSE NORTHING IS 649,975.88' AND WHOSE EASTING IS 2,075,444.68'; THENCE RUNNING S 13°44'20" E FOR 305.97' TO A 5/8" IRON REBAR;  
THENCE S 15°42'32" E FOR 115.23' TO A 5/8" IRON REBAR SET;  
THENCE S 74°17'27" W FOR 76.70' TO A 5/8" IRON REBAR SET;  
THENCE S 33°04'50" W FOR 224.01' TO A 5/8" IRON REBAR SET;  
THENCE S 51°23'53" W FOR 317.02' TO A 5/8" IRON REBAR SET;  
THENCE S 41°34'11" W FOR 169.44' TO A 5/8" IRON REBAR SET;  
THENCE S 77°44'12" W FOR 39.33' TO A 5/8" IRON REBAR SET;  
THENCE S 35°02'51" W FOR 27.06' TO A 5/8" IRON REBAR SET;  
THENCE S 07°38'31" E FOR 37.15' TO A 5/8" IRON REBAR SET;  
THENCE S 34°24'51" W FOR 128.49' TO A 5/8" IRON REBAR SET;  
THENCE S 41°12'39" W FOR 175.27' TO A 5/8" IRON REBAR SET;  
THENCE S 36°19'45" W FOR 212.12' TO A 5/8" IRON REBAR SET;  
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THENCE N 01°07'55" E FOR 626.07' TO A 1/2" IRON REBAR SET;  
THENCE S 87°50'14" E FOR 106.73' TO A 1/2" IRON REBAR SET;  
THENCE N 89°15'05" E FOR 223.21' TO A 1/2" IRON REBAR SET;  
THENCE N 89°15'05" E FOR 192.20' TO A 1/2" IRON REBAR SET;  
THENCE N 00°01'59" E FOR 718.03' TO A 5/8" IRON REBAR;  
THENCE N 00°01'59"E FOR 205.39' TO A 1/2" AXLE;  
THENCE S 89°41'24" E FOR 800.20' TO THE POINT AND PLACE OF BEGINNING  
CONTAINING 1,084,998 SQUARE FEET / 24.908 ACRES, MORE OR LESS.

**AS SURVEYED LAND DESCRIPTION PARCEL 3**

COMMENCING AT NGS MONUMENT "CINDY" THENCE RUNNING N 50°22'33" W FOR 668.82' TO A 1" IRON REBAR, THE 5/8" IRON REBAR AND PLACE OF BEGINNING;

BEGINNING AT A 1" IRON REBAR WHOSE NORTHING IS 648,514.12' AND WHOSE EASTING IS 2,076,556.41';

THENCE N 01°48'02" E FOR 219.43' TO A 5/8" IRON REBAR;

THENCE S 66°24'28" W FOR 36.19' TO AN AXLE;

THENCE N 70°01'33" W FOR 210.97' TO A 5/8" IRON REBAR;

THENCE N 01°42'21" W FOR 769.66' TO A 5/8" IRON REBAR;

THENCE S 80°18'39" W FOR 673.61' TO A 5/8" IRON REBAR;

THENCE N 15°43'49" W FOR 256.66' TO A 5/8" IRON REBAR;

THENCE N 13°44'20" W FOR 289.92 TO A 5/8" IRON REBAR SET;

THENCE S 89°41'23" E FOR 230.41' TO A 3/4" IRON REBAR;

THENCE S 89°41'52"E FOR 14.91' TO A 1" PIPE;

THENCE S 89°43'51" E FOR 200.00' TO A 3/4" IRON PIPE;

THENCE S 89°43'52" E FOR 308.13' TO A 3/4" IRON PIPE;

THENCE S 89°43'52"E FOR 471.49' TO A 5/8" IRON REBAR SET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF

2,030.99', AN ARC LENGTH OF 498.59', A CHORD BEARING OF S 21°41'35" E, AND A CHORD LENGTH OF 497.34'; TO A 5/8" REBAR SET;

THENCE S 08°07'25" E FOR 343.36' TO A 5/8" IRON REBAR SET;

THENCE S 00°56'59" E FOR 664.25' TO A 5/8" IRON REBAR SET;

THENCE N 88°33'04" W FOR 418.51' TO THE POINT AND PLACE OF BEGINNING,  
CONTAINING 1,171,739 SQUARE FEET / 26.899 ACRES, MORE OR LESS.

**AS SURVEYED LAND DESCRIPTION PARCEL 4**

COMMENCING AT NGS MONUMENT "CINDY" THENCE RUNNING N 50°22'33" E FOR 668.82' TO A 1" IRON REBAR;  
THENCE S 88°33'04" E, 418.51' TO A 1" IRON PIPE;  
THENCE N 00°56'59" W, 664.25'; TO A 5/8" REBAR SET;  
THENCE N 08°07'25" W, 343.36' TO A 5/8" REBAR SET;  
THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2,030.99', AN ARC LENGTH OF 498.59', A CHORD BEARING OF N 21°41'35" W, AND A CHORD LENGTH OF 497.34'; TO A 5/8" REBAR SET;  
THENCE S 89°43'52" E, 57.13' TO A 1 1/2" IRON PIPE;  
THENCE S 89°43'52" E, 56.33' TO A 3/4" IRON PIPE;  
THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2,130.99', AN ARC LENGTH OF 245.26' A CHORD BEARING OF N23°57'09" W, AND A CHORD LENGTH OF 245.13'; TO A 3/4" IRON PIPE; THE POINT AND PLACE OF BEGINNING;  
BEGINNING ON A 3/4" IRON PIPE WHOSE NORTHING IS 649,745.29' AND WHOSE EASTING IS 2,076,944.40';  
THENCE N 88°27'02" E FOR 45.31' TO A 3/4" IRON PIPE;  
THENCE S 06°09'25" E FOR 110.27' TO A 3/4" IRON PIPE;  
THENCE S 06°13'31" E FOR 110.26' TO A 1" IRON PIPE;  
THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2,130.99', AN ARC LENGTH OF 228.81', A CHORD BEARING OF N 17°34'45" W, AND A CHORD LENGTH OF 228.70', TO THE POINT OF BEGINNING CONTAINING 4,504 SQUARE FEET / 0.103 ACRES, MORE OR LESS.





Lewis W. Weatherspoon  
Mayor

Michael McLaurin  
Interim Town Manager

## AGENDA ABSTRACT

**DATE:** August 7, 2018

**Item: 9B**  
**Old Business**

**SUBJECT: Potentially Set a Date for a Public Hearing regarding the Annexation Petition submitted by property owners, William A. Dupree and Ruth Dupree Petrea, located off S. NC Highway 55**

\*\*\*\*\*

As you recall, an Annexation Petition was submitted by property owners, William A. Dupree and Ruth Dupree Petrea, who was requesting to annex a 10 acre tract of land located off S. NC Highway 55 inclusive to Wake County Parcel PIN#: 0674-69-0126.

The Board directed the Clerk last month to investigate the Sufficiency of the Petition and to Certify Results during its Board of Commissioners meeting August 7, 2018.

The results have been verified by the Clerk. Now the Town Board is able to set the date by way of Resolution for a Public Hearing regarding this Annexation Petition for its September 10, 2018, Board of Commissioners meeting. Following the Public Hearing in September, the Town Board will be eligible to consider whether to adopt a Resolution to Annex this property.

Manager's Comments:



## Town of Angier

Lewis Weatherspoon  
Mayor

Michael McLaurin  
Interim Town Manager

**Date Authorized to Investigate the  
Sufficiency of the Annexation  
Request: July 9, 2018**

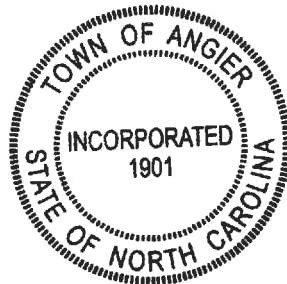
### CERTIFICATE OF SUFFICIENCY

*During its July 9, 2018, Board of Commissioners' meeting, the Town of Angier Clerk was directed to Investigate the Sufficiency of the Petition to Annex submitted by property owners William A. Dupree and Ruth Dupree Petrea, June 29, 2018.*

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

This confirms the Sufficiency of the Petition.

In witness whereof, I have hereunto set my hand and affixed the Seal of the Town of Angier, North Carolina, this the 3<sup>rd</sup> day of August, 2018.



ATTEST:

*Veronica Hardaway*  
Veronica Hardaway, Town Clerk



## Town of Angier

Lewis Weatherspoon  
Mayor

Michael McLaurin  
Interim Town Manager

**Resolution No.:** 014-2018  
**Date Submitted:** August 7, 2018  
**Date Adopted:** August 7, 2018

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

**WHEREAS**, the Town of Angier received a Petition submitted on June 29, 2018, by owners William A. Dupree and Ruth Dupree Petrea, requesting Annexation of an area described in said Petition and inclusive of Wake County portion of Parcel PIN#: 0674-69-0126; and

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

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

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

Section 1. A Public Hearing on the Request for Annexation of the area described herein will be held inside the Angier Municipal Building Board Room at 7 PM on Monday, September 10, 2018.

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

*LEGAL DESCRIPTION FOR A 10 ACRE TRACT LOCATED IN MIDDLE CREEK TOWNSHIP  
OF WAKE COUNTY, NORTH CAROLINA*

*COMMENCING ON NGS MONUMENT "CINDY" WHOSE NORTHING IN 648,087.58' AND  
WHOSE EASTING IS 2,076,041.25'; THENCE RUNNING N 16°22'01" W 642.70 FEET TO A  
5/8" IRON REBAR, THE POINT AND PLACE OF BEGINNING; BEGINNING ON A 5/8" IRON  
REBAR FOUND IN THE EASTERN RIGHT-OF-WAY OF NC HIGHWAY 55, SAID POINT  
ALSO BEING THE NORTHWESTERN CORNER OF SUNNI SKYS LLC PROPERTY (DB.  
13623, PG. 2473); THENCE RUNNING ALONG SAID EASTERN RIGHT-OF-WAY N 16°09'43"  
W 784.84 FEET TO A 5/8" REBAR SET; THENCE LEAVING SAID RIGHT-OF-WAY N  
80°18'39" E 673.61 FEET TO A 5/8" IRON REBAR; SAID POINT ALSO BEING ON THE  
NORTHERN PROPERTY LINE OF RICHARD DWIGHT BULLUCK PROPERTY (DB. 8191, PG.  
168); THENCE N 70°01'33" W 66.82 FEET TO AN IRON REBAR; THENCE S 73°22'34" W  
254.28 FEET TO AN IRON PIPE LAYED OVER IN CENTER OF DRAINAGE DITCH, SAID*



## Town of Angier

Lewis Weatherspoon  
Mayor

Michael McLaurin  
Interim Town Manager

*POINT ALSO BEING THE NORTHEASTERN CORNER OF SUNNI SKYS LLC PROPERTY (DB. 13623 PG. 2473); THENCE S 73°30'34" W 168.95 FEET TO THE EASTERN RIGHT-OF-WAY OF NC HIGHWAY 55, SAID POINT ALSO BEING THE POINT OF BEGINNING CONTAINING 435,600 SQUARE FEET / 10 ACRES MORE OR LESS. THE PROPERTY DESCRIBED HEREON IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS, AND RESTRICTIONS OF RECORD.*

Section 3. Notice of the Public Hearing shall be published in *The Daily Record*, a newspaper having general circulation in the Town of Angier, North Carolina, at least ten (10) days prior to the date of the September 10, 2018, Public Hearing.

*Adopted by the Angier Board of Commissioners on this the 7<sup>th</sup> day of August, 2018.*

ATTEST:

\_\_\_\_\_  
Lewis W. Weatherspoon, Mayor

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



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



Lewis Weatherspoon  
Mayor

Veronica Hardaway  
Town Clerk

Michael McLaurin  
Interim Town Manager

## **PROCEDURE FOR VOLUNTARY ANNEXATION PETITION**

### **THE PROCESS:**

*(Time Frame: 60 - 90 days)*

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

### **SUBMITTAL CHECKLIST:**

- ☒ **One completed annexation petition**
- ☒ **Annexation fee: \$250**
- ☒ **Six paper copies and one PDF copy of survey map of property proposed for annexation showing:**
  - The property in relationship to the primary corporate limits of the Town. (If the petition is for a non-contiguous annexation the distance from the primary corporate limits must be shown.)
  - County tax map/parcel number(s) and /or PIN numbers
- ☒ **One copy of the recorded deed to the property showing current owner(s)**
  - All owners of property being petitioned for annexation must sign the petition. (Signatures on petition must appear as shown on the deed)
- ☒ **Attach metes and bounds description Exhibit "A"**
- ☐ **Statement of vested rights, if applicable**
  - Attach a letter certifying vested rights, if any, from the government entity granting the vested rights.
- ☒ **Complete and attach applicable signature page** (Individual, Corporation, Partnership)



## Town of Angier

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



Lewis Weatherspoon  
Mayor

Veronica Hardaway  
Town Clerk

Michael McLaurin  
Interim Town Manager

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

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

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

3. Harnett/Wake County Property  
Identification Number (PIN): 0674-69-0126

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

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

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

☒ Individual(s)  
☐ Corporation  
☐ Partnership  
☐ LLC



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



Lewis Weatherspoon  
Mayor

Veronica Hardaway  
Town Clerk

Michael McLaurin  
Interim Town Manager

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

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

**Petitioned Property PIN #:** \_\_\_\_\_

1. William A. Dupree 11508 S. Lowell Rd, Bahama, NC 27503  
(Owner - Print Name) (Mailing Address)

[Signature]  
(Owner's Signature)

2. Ruth Dupree 11508 S. Lowell Rd, Bahama, NC 27503  
(Owner - Print Name) (Mailing Address)

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

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

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

State of NC, County of Wake

I, Lindsay Elliott, a Notary Public for said County and State, do hereby certify that William A. Dupree III personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 25<sup>th</sup> day of June, 2018. My commission expires Sept. 15, 2018.

[Signature]  
Notary Public



(Owner's Signature)

2. Ruth Dupree Petrea  
Bahama, NC 27503  
(Owner - Print Name)

11508 S. Lowell Rd.

(Mailing Address)

Ruth Dupree Petrea  
(Owner's Signature)

3. James R. Petrea  
Bahama, NC 27503  
(Owner - Print Name)

11508 S. Lowell Rd

(Mailing Address)

James R. Petrea  
(Owner's Signature)

State of NC, County of DURHAM

I, LUKE IWARA, a Notary Public for said County and State, do hereby certify  
that Ruth Dupree Petrea personally appeared before me this day and acknowledged the due  
execution of the foregoing instrument.

Witness my hand and official seal, this the 20th day of JUNE, 2018. My  
commission expires 12-27, 2021.

14/11/18  
Notary Public





**LEGAL DESCRIPTION FOR A 10 ACRE TRACT LOCATED IN MIDDLE  
CREEK TOWNSHIP OF WAKE COUNTY, NORTH CAROLINA**

COMMENCING ON NGS MONUMENT 'CINDY', WHOSE NORTHING IN 648,087.58' AND WHOSE EASTING IS 2,076,041.25', THENCE RUNNING N16°22'01"W, 642.70 FEET TO A 5/8" IRON REBAR, THE POINT AND PLACE OF BEGINNING;  
BEGINNING ON A 5/8" IRON REBAR FOUND IN THE EASTERN RIGHT-OF-WAY OF NC HIGHWAY 55, SAID POINT ALSO BEING THE NORTHWESTERN CORNER OF SUNNI SKYS LLC PROPERTY (DB. 13623, PG. 2473);  
THENCE RUNNING ALONG SAID EASTERN RIGHT-OF-WAY N16°09'43"W, 784.84 FEET TO A 5/8" REBAR SET;  
THENCE LEAVING SAID RIGHT-OF-WAY, N80°18'39"E, 673.61 FEET TO A 5/8" IRON REBAR;  
THENCE, S1°42'21"E, 769.66 FEET TO A 5/8" REBAR, SAID POINT ALSO BEING ON THE NORTHERN PROPERTY LINE OF RICHARD DWIGHT BULLOCK PROPERTY (DB. 8191, PG. 168);  
THENCE, N70°01'33"W, 66.82 FEET TO AN IRON REBAR;  
THENCE, S73°22'34"W, 254.28 FEET TO AN IRON PIPE LAYED OVER IN CENTER OF DRAINAGE DITCH, SAID POINT ALSO BEING THE NORTHEASTERN CORNER OF SUNNI SKYS LLC PROPERTY (DB. 13623, PG. 2473);  
THENCE, S73°30'34"W, 168.95 FEET TO THE EASTERN RIGHT-OF-WAY OF NC HIGHWAY 55, SAID POINT ALSO BEING THE POINT OF BEGINNING, CONTAINING 435,600 SQUARE FEET / 10 ACRES, MORE OR LESS.

THE PROPERTY DESCRIBED HEREON IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD.

[illegible]

I, SAUL TROY CLAYTON, SR. CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISORSHIP AND THAT I AM A LICENSED SURVEYOR. MY SUPERVISION OF THIS SURVEY IS DESCRIBED IN BOOK 1,380, PAGE 103, OF THE PUBLIC RECORDS OF THE COUNTY OF CLAY, MISSISSIPPI. THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND HEREON. THAT THE RATIO OF PRECISION IS 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

WITNESS MY HAND AND SEAL THIS DAY OF 40 2018

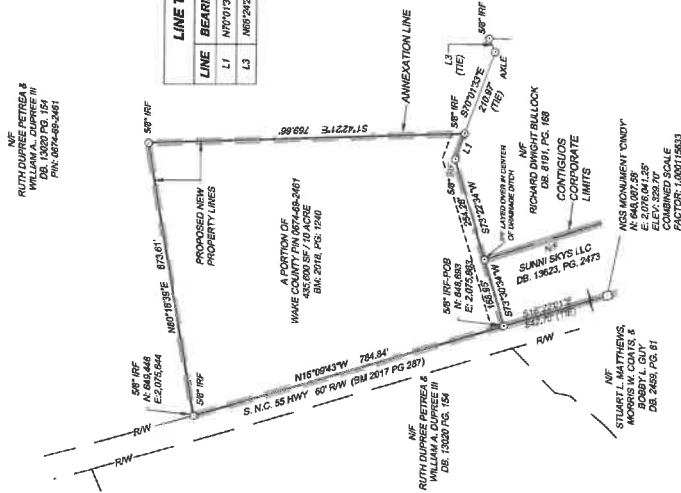
CALEB TROY CLAYTON, NC PLS NO. 5326

CORPORATE LIMIT  
ANNEXATION MAP  
435,600 SF / 10 ACRES  
RUTH DUPREE PETRELLA  
WILLIAM A. DUPREE III PR  
LOCATED ON S. N.C. HWY  
TOWN OF ANGIER, WAKE CO

MIDDLE CREEK TOWNSHIP	WAKE COUNTY
DATE: <i>JUNE 26, 2018</i>	SCALE: <i>1"= 200'</i>
SHEET <i>1</i> OF <i>1</i>	J.N.: <i>41025</i>
DRAWN BY: <i>EHK</i>	CHECK BY: <i>CTC</i>
FIELD EDIT BY:	MAP CHECKED BY:

RECORDED IN BOOK OF MAPS \_\_\_\_\_, PG \_\_\_\_\_ OF THE WAKE COUNTY REGISTRY

LINE TABLE		
LINE	BEARING	LENGTH
L1	N70°01'33"W	66.82'
L3	N68°24'28"E	38.19'



**OWNERS CERTIFICATION**

I (WE) HEREBY CERTIFY THAT I (AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS ANNEXATION MAP WITH MY FOUR (4) EYE CONSENT.

\_\_\_\_\_, 2018

MAKE AN ARTS PLAN

TIME OF SLICES

THIS DIVISION OF LAND DOES NOT MEET THE DEFINITION OF A SUBDIVISION AS SET FORTH BY NORTH CAROLINA GENERAL STATUTE 160A-376 AND IS NOT SUBJECT TO THE SUBDIVISION REQUIREMENTS OF THE TOWN OF ANGER'S UDC. THE MINIMUM LOT REQUIREMENTS FOR THE SUBJECT ZONING DISTRICT HAVE BEEN MET.

LIBRARY OF THE  
U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
DENVER, COLORADO 80202

UNIVERSITY

- PROPERTY LINE SURVEYED  
LINE NOT SURVEYED

SCALE 4" = 500'





Lewis W. Weatherspoon  
Mayor

Michael McLaurin  
Interim Town Manager

## **AGENDA ABSTRACT**

**DATE: August 7, 2018**

**Item: 10**  
**Manager's Report**

**SUBJECT: Manager's Report**

\*\*\*\*\*

Manager's Comments:



Lewis W. Weatherspoon  
Mayor

Michael McLaurin  
Interim Town Manager

## **AGENDA ABSTRACT**

**DATE: August 7, 2018**

**Item: 11**  
**Mayor/Town Board Reports**

**SUBJECT: Mayor and Town Board Reports**

\*\*\*\*\*

Manager's Comments:



Lewis W. Weatherspoon  
Mayor

Michael McLaurin  
Interim Town Manager

## **AGENDA ABSTRACT**

**DATE: August 7, 2018**

**Item: 12  
Staff Reports and  
Informational Items**

**SUBJECT: Staff Reports and Informational Items**

\*\*\*\*\*

- Engineer's Report
- Library Report
- Parks & Recreation Department
- Planning Department
- Police Department

Manager's Comments:

# Memo

**To:** Mike McLaurin, Interim Town Manager  
**From:** Bill Dreitzler, P.E., Town Engineer  
**Date:** August 2, 2018  
**Re:** August 2018 BOC Meeting - Engineer's Staff Report

---

Please consider my staff report for the scheduled August 7th, 2018 Board of Commissioners meeting:

**Hwy 210 Sidewalk Extension Project**

The design engineering phase is moving forward. NCDOT has provided comments for the 65% design plan phase of the project. Summit Engineering is now proceeding with development of 90% plans. This phase will include final determination of any additional right-of-way and/or easements that might be required to construct the project. This phase will also include completion and submittal of the environmental documents through the environmental exclusion process established by NCDOT. **NCDOT has provided some additional comments and we are proceeding to address them for re-submittal the week of August 6<sup>th</sup>.**

**Kennebec Church Road Elevated Water Storage Tank**

The electrical work and the bore & jack of the 12-inch water line under Kennebec Church Road and under Hwy 55 is underway and should be completed prior to the scheduled August BOC meeting. Once the bore & jack and electrical work is completed all that will remain the installation of the 12-inch main connecting the tank system to the existing 20-inch water line.

**Wastewater Inflow/Infiltration Evaluation**

Two Inflow/Infiltration projects were recommended for budget consideration within the 2018-2019 FY. These projects include:

Priority 4 Manhole Rehabilitation: Recommended Budget - \$60,000

TV Inspection of Priority 3 Sewer Collection Mains (13,000 LF): Recommended Budget - \$35,000

**Wastewater Collection and Water System Master Plan**

We are proceeding with updating both the water and sewer master plans to account for the future Hwy 55 bypass. We are currently targeting October as a completion and will provide updates if the schedule changes.

**Stormwater Control Measure (SCM's) Requirements**

Staff is in the process of evaluating out current requirements as they relate to stormwater control measures such as dry ponds, wet ponds, bioretention basins, etc. These facilities, when included within a private development are typically permitted through the design approval process. However, the effectiveness of the SCM's is reliant on maintenance. We are looking into an SCM Operations and Maintenance Agreement that would be executed and recorded as part of the site plan approval process. Furthermore, the O&M Agreement would require an annual inspection of the SCM sealed by a

licensed engineer to certify the facility is operating as designed and/or if any maintenance is needed. **This is an on-going assessment. However, we have notified current developments under the review process that any SCM's will require an Operation & Maintenance Agreement as part of final approval.**

#### Utility Policy Manual

With the approval of the Leaf and Limb policy and the Household Items policy, the Board has approved 8 utility policies. Staff will be incorporating these policies within a single Policy Manual. Staff will continue to assess needed policies through an on-going process.

#### Planning Department Policies

I am currently drafting a proposed Traffic Impact Analysis Policy for staff review. In addition, I am currently drafting a guidance document for builders regarding erosion control requirements for individual lot development. **No updates, work is in progress.**

#### Construction Standards

The Construction Standards were adopted in March of 2000 and have not been updated since. I am in the process of reviewing the Standards for conflicts with the UDO. In addition, I will be assessing any construction standards that need to be updated to better represent current technologies and processes being used in the industry. This is an on-going effort.

#### Stormwater

I have been working with David Williams, Deputy Director. Mr. Williams indicated that currently all grant funds have been allocated; however, he suggested we submit so that we are in the system when/if additional funds are made available. The grant would be for vegetative debris and sediment removal in stream reaches. We are currently in the process of establishing project boundaries and a preliminary cost estimate. **As an update, I am awaiting Mr. Williams recommendations regarding funding levels so that we can match our request with available funds. It is my intent to make an on-line grant submittal prior to the end of August.**

#### Miscellaneous

In addition to the above major projects, I continue to provide support to the Town staff including but not limited to the following:

- Service on the Pre-Development Committee.
- Service as a member of the TRC including the associated engineering reviews.
- Assist with the Hwy 55 widening / Streetscape project meetings.
- Attendance as staff engineer at the Planning Board Meetings, Board of Commissioners Meetings, and Board of Adjustment Meetings.
- Meet with citizens on an on-call basis for issues predominately related to storm drainage.

Sincerely,



Bill Dreitzler, P.E.  
Town Engineer

## Library Report for August 2018 Meeting

The Summer Reading Programs has concluded. We had a total of 5 programs with 497 kids and parents attending. The carpet squares have been ordered and it will be installed on August 23 and 24 2018. The library will be closed during this time.

Any questions or concerns please feel free to contact me.

Thank you,  
Amanda B. Davis  
Angier Public Library Director  
919-639-4413 or [abdavis@angier.org](mailto:abdavis@angier.org)

**MONTHLY REPORT**  
**ANGIER PARKS & RECREATION**  
**July 31, 2018**

- BASEBALL AND SOFTBALL SEASONS ARE NOW COMPLETE WITH OUR 15U BOYS BASEBALL TEAMS AND OUR 15U GIRLS SOFTBALL TEAMS ADVANCING TO THE TARHEEL LEAGUES, INC STATE TOURNAMENTS IN SHELBY AND HICKORY. A VERY SUCCESSFUL SEASON FOR THE ANGIER PARKS AND REC BASEBALL AND SOFTBALL PLAYERS IN 2018.
- REGISTRATION FOR FALL SPORTS, SOCCER, FOOTBALL, CHEERLEADING FOR FOOTBALL, BASEBALL AND SOFTBALL HAS STARTED AND WILL CONTINUE THROUGH AUGUST 24. FOOTBALL IS FOR AGES 7-13, CHEERLEADING AND SOCCER FOR AGES 4-13 AND FALL BASEBALL AND SOFTBALL FOR AGES 8-12.
- WE ARE CURRENTLY TAKING APPLICATIONS FOR A PARK MAINTENANCE WORKER. AUSTIN YARBROUGH HAS BEEN PROMOTED TO ASSISTANT PARKS AND RECREATION DIRECTOR.
- WE ARE VERY EXCITED ABOUT HARNETT COUNTY FINALLY GIVING MORE MONEY TO THE LOCAL TOWN PARKS AND REC DEPARTMENTS AND WE APPRECIATE THE BOARD OF COMMISSIONERS AND THE MAYOR'S HELP WITH PUSHING THAT THROUGH FOR OUR DEPARTMENT.

## **Planning and Inspections Department**

**July 2018**

**Total Permits Issued: 27**

**Building Inspections Performed: 57**

**New Construction - Residential: 3**

**New Construction - Commercial: 0**

**Total Fees Collected: \$ 6,564.75**

### **Permits Issued - 2018:**

**New Construction - Residential: 25**

**New Construction - Commercial: 1 (*Crepe Myrtle Animal Hospital*)**

### **2018-2019 Fiscal Year Totals:**

**New Construction - Single Family Dwelling: 3**

**New Construction - Commercial: 0**

**Total Fees Collected: \$ 6,564.75**



# Angier Police Department

P.O. Box 278, 55 North Broad Street West

Angier, North Carolina 27501

Office (919) 639-7054

**Bobby Hallman**  
Chief of Police

**Date** July 31, 2018

**To:** Management

**From:** Bobby Hallman

**Subject:** July Police Activities

## **Statistical Data**

Police activities for the month of July were 2,968 Calls for Service/Officer initiated activities. Officers investigated 24 incidents involving 47 offenses. Out of the offenses committed 13 People were arrested on 24 charges. Follow-up calls were made to all victims by the investigators, giving them the status of their cases under investigation.

Traffic enforcement activities included 27 citations being issued totaling 30 charges as opposed to 11 citations totaling 10 charges in June. There were also 13 traffic accidents investigated during this period, 1 more than the previous month. Also, 70% of traffic crashes reported were PVA crashes.

## **Other Police Activities**

Officers completed 2,195 security checks, 113 business contacts, 435 subdivision checks. The department continued "coffee with a cop" partnership with the Angier McDonald's Inc. There were 3 search warrants executed yielding Cocaine, marijuana, paraphernalia and a stolen firearm with ammunition. There were 7 felonies charged involving the search warrants.

# Call Log Call Type Summary

## Angier Police Department

07/01/2018 - 07/31/2018

<No Call Type Specified>	26	911 Hang Up - 911 Hang Up	6
Alarm Activation - Alarm Activation	13	Assault - Assault	1
Assist EMS - Assist EMS	3	Assist Fire - Assist Fire Department	1
Assist Motorist - Assist Motorist	5	Assist Other Agency - Assist Other Agency - Law Enforcement	2
Breaking and Entering - Breaking and Entering	3	Business Walk Thru - Business Walk Thru	113
Careless and Reckless Vehicle - Careless and Reckless Vehicle	4	Code Enforcement - Code Enforcement	1
Communicate Threats - Communicate Threats	2	Community Policing - Community Policing	2
Crash - Traffic Accident	13	Custody Dispute - Child Custody Dispute	2
Disturbance - Disturbance	17	Domestic Dispute - Domestic Dispute	6
Drug Activity - Drug Activity	2	Escort - Escort	21
Follow Up - Follow Up	1	Fraud - Fraud	3
Juvenile Complaint - Juvenile Complaint	2	Larceny - Larceny	6
Mental Subject - Mental Subject	2	Open Door - Open Door	1
Other Call - Other Call Not Listed	7	Property Damage - Property Damage	3
Security Check - Security Check	2,195	Shoplifting Complaint - Shoplifting Complaint	3
Subdivision Check - Subdivision Check	435	Suspicious Activity - Suspicious Activity	7
Suspicious Person - Suspicious Person	6	Suspicious Vehicle - Suspicious Vehicle	3
Traffic Stop - Traffic Stop	11	Trespassing - Trespassing	5
TWO - Talk With Officer	9	Unauthorized Use of Motor Vehicle - Unauthorized Use of Motor Vehicle	1
Under Cover Buy - Under Cover Buy	2	Warrant Service - Warrant Service	12
Welfare Check - Welfare Check	11		

**Total Number Of Calls: 2,968**

# Activity Detail Summary (by Category)

Angier Police Department

(07/01/2018 - 07/31/2018)

## Incident\Investigations

0511 - Breaking and Entering	4
0630 - Larceny - Shoplifting	4
0660 - Larceny - From Buildings	2
0690 - Larceny - All Other Larceny	1
0810 - Simple Physical Assault	2
0890 - Simple Assault- All Other Simple Assault	1
1026 - Counterfeiting - Using	1
1170 - Fraud - Impersonation	1
1330 - Possessing/Concealing Stolen Property	1
1400 - Criminal Damage to Property (Vandalism)	4
1834 - Drug Violations - Equipment/Paraphernalia - Possessing/Concealing	3
1890 - Drug Violations - All Other Drug Violations	1
1891 - Felony Possession of Controlled Substance	1
1892 - Misd. Possession of Controlled Substance	1
1894 - PWISD of a Controlled Substance	2
1895 - Sell or Deliver Controlled Substance	2
1896 - Maintaining a Dwelling for Controlled Substance	2
2040 - Child Abuse (Non-Assaultive)	1
2100 - DWI - Alcohol and/or Drugs	1
2650 - Escape From Custody or Resist Arrest	1
2670 - Trespassing	1
2690 - All Other Offenses	3
4010 - All Traffic (except DWI)	6
8010 - Missing Persons	1

Total Offenses 47

Total Incidents 24

## Arrests

0511 - Breaking and Entering	1
0600 - Larceny	3
0810 - Simple Physical Assault	1

# Activity Detail Summary (by Category)

Angier Police Department  
(07/01/2018 - 07/31/2018)

## Arrests

1330 - Possessing/Concealing Stolen Property	1
1834 - Drug Violations - Equipment/Paraphernalia - Possessing/Concealing	1
1891 - Felony Possession of Controlled Substance	1
1892 - Misd. Possession of Controlled Substance	1
1894 - PWISD of a Controlled Substance	1
1896 - Maintaining a Dwelling for Controlled Substance	1
2040 - Child Abuse (Non-Assaultive)	1
2100 - DWI - Alcohol and/or Drugs	1
2640 - Contempt of Court, Perjury, Court Violations	2
2650 - Escape From Custody or Resist Arrest	1
2660 - Parole & Probation Violations	1
2690 - All Other Offenses	5
4010 - All Traffic (except DWI)	2

Total Charges 24

Total Arrests 13

## Accidents

Total Accidents 0

## Citations

Driving While License Revoked	7
DWI	1
Expired Registration	1
Improper Transportation Of Children	1
Inspection	2
No Operator License	2
Other (Infraction)	9
Speeding (Infraction)	4
Secondary Charge	14

Total Charges 41

# Activity Detail Summary (by Category)

Angier Police Department

(07/01/2018 - 07/31/2018)

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## Citations

Total Citations	27
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## Warning Tickets

Total Charges	0
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Total Warning Tickets	0
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## Ordinance Tickets

Total Ordinance Tickets	0
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## Criminal Papers

Total Criminal Papers Served	0
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Total Criminal Papers	0
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## Civil Papers

Total Civil Papers Served	0
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Total Civil Papers	0
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Lewis W. Weatherspoon  
Mayor

Michael McLaurin  
Interim Town Manager

## **AGENDA ABSTRACT**

**DATE: August 7, 2018**

**Item: 13  
Adjournment**

**SUBJECT: Adjournment**

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The Mayor will entertain a motion to adjourn the regular Board of Commissioners' meeting.

Manager's Comments: