

Town of Angier Board of Commissioners
May 1, 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 May 1, 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 – March 19, 2018 – Town Board Special Called Meeting Minutes; March 20, 2018 – Town Board Special Called Meeting Minutes; March 27, 2018 – Town Board Work Session Meeting Minutes; April 3, 2018 – Town Board Regular Meeting Minutes; April 17, 2018 – Board of Commissioners Special Called Meeting; April 17, 2018 – Town Board Work Session Meeting Minutes.

B. Budget Amendments: #BOA2018.22 – to re-appropriate funds for the construction of the Park office building; #BOA2018.23 – to appropriate funds to purchase a zero turn mower for the Park; #BOA2018.24 – to appropriate funds to install signs for the Municipal Building; #BOA2018.25 – to appropriate funds for conference room upgrades for meetings with developers, Board, staff and citizens for mapping, etc.; #BOA2018.26 – to appropriate

funds for the purchase of new meters to sustain the Public Works Department until the end of the fiscal year; **#BOA2018.27** – to appropriate funds to cover expenses for payout of vacation of the former Town Manager in the amount of \$13,350 and appropriate funds to cover salaries and expenses for the Interim Town Manager in the amount of \$49,050.

- C. Consideration of **Proclamation** – “National Day of Prayer”
- D. Consideration to engage an **Executive Search Firm** in seeking a Town Manager and authorize the Interim Town Manager to solicit letters of interest to those firms discussed at the Board Work Session Meeting April 17, 2018.
- E. **North Carolina Arts Council Grant** – approval to accept funds; allow Interim Town Manager to sign contracts pertaining to the concert series at Depot Square, and the consent to allow a beer garden at all four events.
- F. **Campbell University Banners** – approval to purchase Campbell University Banners to display around Town.

7. New Business

- A. **Resolution #004-2018 – to adopt a Local Water Supply Plan**
- B. **Resolution #005-2018 – to authorize disposition of surplus personal property**
- C. **Town Manager Job Description and proposed Salary Range**
- D. **Consideration to approve Audit Contract with Cherry Bekaert LLP**

8. Manager’s Report

9. Mayor and Town Board Reports

Closed Session pursuant to G.S. 143-318.11 (a) (3) to consult with the Town Attorney in order to preserve the attorney-client privilege between the attorney and public body.

10. Staff Reports and Informational Items

11. Adjournment



Lewis W. Weatherspoon
Mayor

Michael McLaurin
Interim Town Manager

AGENDA ABSTRACT

DATE: May 1, 2018

**Item: 5
Public Forum**

SUBJECT: Public Forum

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: May 1, 2018

**Item: 6A
Consent Agenda**

SUBJECT: Previous meeting minutes

For the Board's consideration are the minutes taken during the March 19, 2018, Board of Commissioners Special Called Meeting; March 20, 2018, Board of Commissioners Special Called Meeting, March 27, 2018 Town Board Work Session Meeting, April 3, 2018 Town Board Regular Meeting Minutes, April 17, 2018 Board of Commissioners Special Called Meeting, and April 17, 2018 Town Board Work Session Meeting, respectively.

Manager's Comments:

**Town of Angier
Board of Commissioners
Special Called Meeting
Monday, March 19, 2018, 5:00 P.M.
Angier Municipal Building
28 North Raleigh Street
Minutes**

The Town of Angier convened during a Special Called Board of Commissioners meeting Monday, March 19, 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: Town Clerk, Veronica Hardaway
Lieutenant Arthur Yarbrough
Corporal Danny King
Officer Scott Pollard

Others Present: Tom Woerner represented *The Daily Record*
Rick Curl

1. **Call to Order:** Mayor Weatherspoon presided, calling the Board of Commissioners meeting to order at 5:00 p.m.
2. **Pledge of Allegiance:** Mayor Weatherspoon led the pledge of allegiance.
3. **Invocation:** Commissioner Smith offered the invocation.
4. **Approval of the March 19, 2018, meeting agenda:** The Town Board approved the agenda as presented:

Board Action: The Town Board unanimously approved the March 19, 2018 meeting agenda as presented.

Motion: Commissioner Hill
Second: Commissioner Hawley
Vote: Unanimous, 4-0

5. **Closed Session:** The Board voted to go into Closed Session at 5:03pm pursuant to NCGS 143-318.11 (a) (3) to consult with the Town Attorney on a legal matter and also NCGS 143-318.11 (a) (6) to discuss a personnel matter.

Board Action: The Town Board voted to go into Closed Session at 5:03pm.

Motion: Commissioner Hawley

Second: Commissioner Hill

Opposed: Mayor Pro-Tem/Commissioner Honeycutt; Commissioner Smith

Board Action: Mayor Weatherspoon broke the tie by voting to go into Closed Session, pursuant to above statutes.

Vote: 3-2, Motion passes

Commissioner Hawley made a motion, seconded by Commissioner Hill to reconvene in open session at 5:25pm. Unanimous.

Board Action: The Town Board voted to accept Town Manager Coley Price's resignation.

Motion: Commissioner Hawley

Second: Commissioner Hill

Opposed: Mayor Pro-Tem/Commissioner Honeycutt; Commissioner Smith

Board Action: Mayor Weatherspoon broke the tie by voting to accept Mr. Price's resignation with the Town of Angier.

Vote: 3-2, Motion passes

Commissioner Smith indicated he was not in favor of accepting Mr. Price's resignation. He stated it has been part of a four year well-orchestrated effort starting with the Mayor and Commissioners. He voiced that there's so many good things happening in Angier and the stability of an on-going experienced Town Manager is needed.

Mayor Pro-Tem/Commissioner Honeycutt agreed with Commissioner Smith.

Mayor Weatherspoon informed those in attendance that a public comment period will not be conducted but will be available at the April 3, 2018 meeting.

Board Action: The Town Board voted at 5:40pm to take a recess until 6:00pm.

Motion: Commissioner Smith

Second: Commissioner Hawley

Opposed: Mayor Pro-Tem/Commissioner Honeycutt

Vote: 3-1, Motion passes

6. New Business:

A. Town Attorney Interview with Amy C. O'Neal with Stam Law Firm, PLLC.

Ms. O'Neal had a twenty five (25) minute question and answer session during an open session with the Town Board beginning at 6:00pm. After a five minute introduction, members of the Town Board asked questions.

Mayor Weatherspoon informed Ms. O'Neal that an offer will be made to a candidate after all interviews have been conducted.

7. Adjournment: Being no further business, the Town Board voted unanimously to adjourn the meeting at 6:32pm.

Motion: Commissioner Hawley

Second: Commissioner Smith

Vote: Unanimous, 4-0

Lewis W. Weatherspoon, Mayor

Attest:

Veronica Hardaway, Town Clerk

**Town of Angier
Board of Commissioners
Special Called Meeting
Tuesday, March 20, 2018, 6:00 P.M.
Angier Municipal Building
28 North Raleigh Street
Minutes**

The Town of Angier convened during a Special Called Board of Commissioners meeting Tuesday, March 20, 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: Town Clerk, Veronica Hardaway
Lieutenant Arthur Yarbrough
Corporal Danny King

Others Present: Rick Curl represented *The Daily Record*

1. **Call to Order:** Mayor Weatherspoon presided, calling the Board of Commissioners meeting to order at 6:00 p.m.
2. **Pledge of Allegiance:** Mayor Weatherspoon led the pledge of allegiance.
3. **Invocation:** Commissioner Smith offered the invocation.
4. **Approval of the March 20, 2018, meeting agenda:** The Town Board approved the agenda as presented:

Board Action: The Town Board unanimously approved the March 20, 2018 meeting agenda as presented.

Motion: Commissioner Smith

Second: Commissioner Hill

Vote: Unanimous, 4-0

5. New Business:

A. Town Attorney Interview with Currie Tee Howell with Adams Howell.

Mr. Howell had a twenty five (25) minute question and answer session during an open session with the Town Board beginning at 6:03pm. After a five minute introduction, members of the Town Board asked questions.

Mayor Weatherspoon informed Mr. Howell that an offer will be made to a candidate after all interviews have been conducted.

It was the consensus of the Board to change Item #5B (Town Attorney Interview with Dan Hartzog Jr. with Cranfill Sumner & Hartzog) to Item #6.

B. Closed Session pursuant to NCGS 143-318.11 (a) (6) to interview a candidate for the Interim Town Manager position.

Commissioner Hawley made a motion, seconded by Commissioner Hill to go into Closed Session at 6:28pm pursuant to the aforementioned statute.

Commissioner Smith made a motion, seconded by Commissioner Hawley, to reconvene in open session at 7:09pm. Unanimously approved.

Mayor Weatherspoon informed those in attendance that the Board offered Michael McLaurin the position of Interim Town Manager.

Commissioner Smith assured citizens Mr. McLaurin is very experienced and has served as Interim for other municipalities.

6. Town Attorney Interview with Dan Hartzog, Jr. with Cranfill Sumner & Hartzog.

Mr. Hartzog, Jr. had a twenty five (25) minute question and answer session during an open session with the Town Board. After a five minute introduction, members of the Town Board asked questions.

It was the consensus of the Board how impressed they were with Mr. Hartzog, Jr.

Board Action: The Town Board unanimously approved to accept Dan Hartzog, Jr. as Angier's new Town Attorney and to pay the budgeted amount of \$25,000 per year divided into monthly installments of \$2,083.33.

Motion: Commissioner Smith

Second: Commissioner Hawley

Vote: Unanimous, 4-0

7. Adjournment: Being no further business, the Town Board voted unanimously to adjourn the meeting at 7:35pm.

Motion: Commissioner Smith

Second: Commissioner Hawley

Vote: Unanimous, 4-0

Lewis W. Weatherspoon, Mayor

Attest:

Veronica Hardaway, Town Clerk

**Town of Angier
Board of Commissioners
Workshop Session
Tuesday, March 27, 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, March 27, 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: Town Clerk, Veronica Hardaway
Public Works Director Jimmy Cook
Planning and Permitting Technician Sean Johnson
Town Engineer Bill Dreitzler
Town Attorney Al Bain

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 March 27, 2018, meeting agenda:** The Town Board amended the Agenda; adding a new Item #5 to be a Closed Session; making current Item #5 now #6, making current Item #6A now #6B; making current Item #6B now #6A; adding Item #6C Discussion of Campbell University Banners; Adding Item #6D National Day of Prayer Event, changing Item #6 to become Item #7.

Board Action: The Town Board unanimously approved the March 27, 2018 meeting agenda with the above amendments.

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

5. Closed Session:

Commissioner Hawley made a motion, seconded by Commissioner Hill to go into Closed Session at 6:34pm pursuant to NCGS 143-318.11 (a) (3) to consult with the Town Attorney on a legal matter and also NCGS 143-318.11 (a) (6) to discuss a personnel matter. Unanimous.

Commissioner Hill made a motion, seconded by Commissioner Hawley to reconvene in open session at 6:46pm. Unanimous.

6. New Business:

A. Presentation on HB436 by Cecil Rhodes from Envirolink.

Cecil Rhodes, consultant from Envirolink, discussed the Town's HB 436 System Development Fee Analysis. He stated that HB 436 prompted municipalities to initiate this required analysis as a result of the Carthage Case (developer sued Carthage for development fees) which found that cities did not have statutory authority to charge fees for future development and that municipalities were potentially liable for ten years worth of fees charged. HB 436 is an act to provide for uniform authority to implement system development fees for public water and sewer systems in North Carolina and to clarify the applicable statute of limitations. This act is cited as the "Public Water and Sewer System Development Fee Act", and states that current fees will no longer be valid after July 1, 2018. Prior to HB 436, the statutes stated that municipal systems "may establish and revise from time to time schedules of rents, rates, fees, charges, and penalties for the use of or the services furnished by any public enterprise. G.S. 160A-314; G.S. 153A-277. HB 436 has clarified and established that municipal systems may establish and revise from time to time schedules of rents, rates, fees, charges, and penalties for the use of or the services furnished by or to be furnished by any public enterprise. G.S. 160A-314; G.S. 153A-277.

Mr. Rhodes stated a System Development Fee is a charge or assessment for service imposed with respect to new development to fund costs of capital improvements necessitated by and attributable to such new development, to recoup costs of existing facilities which serve such new development, or a combination of those costs. The term includes amortized charges, lump-sum charges, and any other fee. However, the term does not include charging the following: a fee to pay the administrative, plan review, or inspection costs associated with permits required for development, tap or hookup charges for the purpose of reimbursing the local government unit for the actual cost of connecting the service unit to the system, availability charges, or dedication of capital improvements. The conforming deadline is July 1, 2018 for fees in effect on October 2017 that are not calculated in accordance to legislation. The fees associated with the act must have a standalone written analysis which includes components of an adopted capital improvement plan, must be prepared by a qualified financial professional or a licensed professional engineer, be reasonably detailed and identified to all assumptions and limiting conditions, and employ generally accepted accounting, engineering and planning methodologies.

Mr. Rhodes stated the act produces a maximum per unit service fee that can be applied/adapted to different customer classes and can charge less if desired, but must have a calculation for the maximum. The Public Water and Sewer System Development Fee Act requires the analysis to be posted on the Town's website for receiving comments/suggestions 45 days before fees are considered for adoption by the Board. A public hearing must then be set and the new System Development Fee may then be adopted by the Board. The analysis must be published in the annual budget or rate plan or ordinance and must be updated at least every 5 years in order to continue to use it. The Town of Angier has the potential to lose its current acreage and capacity fees which total \$2,109 per single family unit without approving this new methodology and fee. Based on the results of this analysis, the maximum fee that can be charged is \$2,659.33. The Board may choose to charge less, but cannot exceed that amount.

Planning and Permitting Technician Sean Johnson stated the Town would still have the authority to charge a water and sewer access fee, which is recommended to be changed to "regulatory fees", as well as water meter fees. Mr. Johnson suggested the Board decide the amount in total they would like to charge and then decide how that amount is divided between the developer when they have the final plat approved and the builder when they apply for their building permit. As of now, the cost burden is shared between the two entities. The developer usually pays for acreage and capacity fees and the builder pays the access and meter fees. If the Board chooses to charge the maximum suggested number by the study conducted, more of the cost would fall on the developer if the access fee stays the same.

Town Engineer Bill Dreitzler stated that the Town would be adjusting the acreage and capacity fees to the HB436 required System Development Fee based on the specific analysis conducted.

Staff present at the meeting were in agreement to recommend that the Board adjust the current fees to the resulting amount produced through the analysis performed by Envirolink.

It was the consensus of the Board to charge the amount that Envirolink's consultant has recommended to the \$2,659 maximum amount.

Mayor Weatherspoon requested the Clerk to add HB436 to the Consent Agenda for April's meeting.

B. Planning Board Applicant Interviews

The interview schedule for Planning Board candidates were as follows:

1. Christina Kazakavage
2. Samuel Gregory
3. David Hardison

Each candidate had a fifteen (15) minute question and answer session during an open session with the Town Board. After a five minute introduction, members of the Town Board asked each candidate questions.

Mayor Weatherspoon informed each candidate that appointments will be made at the Board of Commissioners' regularly scheduled meeting April 3, 2018 at 7pm.

C. Campbell University Banners

Public Works Director Jimmy Cook stated sealed bids were opened on March 26, 2018 at 2:00pm. The Town received only one bid from Mosca Design. Specs of the banners are what is currently being used on the Town of Angier banners.

Mayor Weatherspoon stated Mr. Cook did exactly what was requested in order to get quotes but suggested to reject the bid received and either table the project or start over. He stated if the bid is rejected, the Board can instruct staff to look at other vendors.

It was the consensus of the Board to reject the current bid and to re-bid the project.

Mayor Weatherspoon asked Mr. Cook to inquire what vendor Campbell University uses.

D. National Day of Prayer Event

Mayor Weatherspoon stated Reverend Chris Turner proposed to have National Day of Prayer on May 3, 2018 in the evening at Depot Square.

Commissioner Hawley stated if the event was held in the evening there would be more in attendance and less traffic at that time.

It was the consensus of the Board to allow the National Day of Prayer on May 3, 2018 in Depot Square at 7pm and to place the above item on the Consent Agenda for April's meeting.

7. Adjournment: Being no further business, the Town Board voted unanimously to adjourn the meeting at 8:27pm.

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

Lewis W. Weatherspoon, Mayor

Attest:

Veronica Hardaway, Town Clerk

**Town of Angier
Board of Commissioners
Tuesday, April 3, 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 Tuesday, April 3, 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

Staff Present: Interim Town Manager Michael McLaurin
Planning and Permitting Technician Sean Johnson
Library Director Amanda Davis
Police Chief Bobby Hallman
Lieutenant Arthur Yarbrough
Corporal Danny King
Public Works Director Jimmy Cook
Town Attorney Dan Hartzog Jr.
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:** Commissioner Smith offered the invocation.
4. **Approval of the April 3, 2018, meeting agenda:** The Town Board amended the Agenda; moving Item #8B (House Bill 436) to Consent Agenda.

Board Action: The Town Board unanimously approved the April 3, 2018 meeting agenda with the above amendment.

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

5. **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.

Dolores Price, 619 N Dunn Street, voiced her concern regarding tax money being spent on non-priority items such as contracting with a lawyer to rid the Town of the Mayor instead of paying for important Town projects. Ms. Price encouraged citizens to go out and vote for change. She also addressed harassment that is currently against a Town Commissioner and urged citizens not to become involved in that negativity.

Alan Coats, 131 Wilma Street, stated he feels the Board is trying to “clean house” by getting rid of Town employees. He believes by the hiring of the new Town Attorney Dan Hartzog Jr. was a great choice and thanked the Board for including the citizens in the interview process, however he voiced concern regarding fees being charged by Jackson Lewis for personnel issues. Mr. Coats believes the Interim Town Manager has been a good fit also, but was concerned as to why his interview was during Closed Session unlike that of the Town Attorney. He expressed his dislike that the Mayor would give a statement to the newspaper regarding the former Town Manager’s resignation instead of addressing the citizens of Angier. He encouraged all citizens to attend Board meetings and to inspect the Town’s website to see where tax payer’s money is being spent.

Allison Allen, 214 Twin Oak Drive, discussed her concern with the lack of transparency and full disclosure of the Board along with polarization, rifts, rumors, and distrust. She also stated that not all change is positive.

Billy Surles, 453 Sippihaw Oaks Drive, Fuquay-Varina, stated he is a former Mayor and Commissioner of the Town of Angier. He spoke about his disagreement of the Mayor not allowing citizens to speak at the March 19, 2018 Special Called Meeting. He also disagreed with the Mayor for giving a statement to the newspaper regarding the resignation of the former Town Manager instead of addressing the citizens of Angier. Mr. Surles stated he believes the Mayor has a self-serving agenda to enable him to micromanage employees of the Town. He requested the Mayor resign his position at the May Board meeting.

Judy Wheeler, 1797 Chalybeate Springs Road, asked for an update regarding the Highway 55 expansion project.

Curtis Perry, 53-A Brookmere Drive, addressed a comment made at the March 19, 2018 Special Called Meeting that the resignation of the former Town Manager was part of a well-orchestrated effort. Mr. Perry stated the circumstances were created by citizens that were tired of the way the government and the Town of Angier was being managed. He stated that prior to the election, he has come before the Board on several occasions just to

be blindsided. He added the people of Angier don't want change because the good old boys have been in charge for way too long. He stated there have been a lot of changes for the better and there are more that has to be done.

6. **Consent Agenda:** The Town Board voted to remove Item 8B (House Bill 436) to the Consent Agenda.

Board Action: The Town Board unanimously approved the Consent Agenda with the above amendment.

- A. Minutes – **February 6, 2018** – Amended Town Board Regular Meeting Minutes; **March 13, 2018** – Town Board Regular Meeting Minutes.
- B. National Day of Prayer Event – to be held Thursday, May 3, 2018 located at Depot Square at 7pm.
- C. Budget Amendment: **#BOA2018.21** – Several employees left employment and had to pay out vacation. New employees' salaries were different than previous employees. Some employees received salary increases and there is an additional utility billing clerk in Public Works due to part time staff leaving. Also, funds needed to cover accrual at end of fiscal year.
- D. **HB436** – providing for a uniform authority to implement System Development Fees for public water and sewer systems and to clarify the applicable statute of limitations.

Motion: Commissioner Smith

Second: Commissioner Hill

Vote: Unanimous, 4-0

7. Public Hearing

- A. **Rezoning Request** – Application submitted by IHG Investment Group, LLC to rezone a 1.59 acre parcel located at 9704 Bitter Melon Drive from GC (General Commercial) to R-6 (PIN#: 0675418720).

Sean Johnson presented the staff report for the rezoning request to rezone a 1.59 acre parcel from GC (General Commercial) to R-6 that was made by applicant IHG Investment Group, LLC. Currently the property is partially zoned R-6 and partially zoned General Commercial. The applicant is requesting the portion that is zoned General Commercial be changed to R-6 to match the surrounding property. The property in question is 9704 Bitter Melon Drive on the corner of Highway 55 and Bitter Melon as you enter the Johnson's Landing development. The Proposed site backs up to and includes a portion of Johnson's Landing pond. The zoning district compatibility for the current General Commercial zoned area allows for uses such as professional offices, retail uses, eating establishments, and Governmental uses. The requested R-6 zoned area allows for Parks and Recreation facilities, detached single family or duplexes, and Governmental uses. Also allowed by Special Use is Townhomes/Condos and multi-family.

Mr. Johnson stated the property is currently vacant and very wet on the northwest edge. Surrounding uses include medium and high density residential, retail and service uses, and a privately owned aviation site. The property has access to public water and sewer. The proposed rezoning is not in compliance with the adopted 2017 Land Use Plan. The state requires submission of a statement of consistency as part of the Planning Board recommendation to the governing body for their decision later at the Public Hearing. If the Board decides to amend the zoning map in a different way than suggested by the adopted Plan, they must adopt a statement giving reasons why and they will effectively amend the Town's Land Use Plan if passed by the governing body.

Mr. Johnson then began his staff evaluation of the requested rezoning. He stated the impact to the adjacent property owners and the surrounding community is reasonable, and the benefits of the rezoning outweigh any potential inconvenience or harm to the community because the requested rezoning would allow for use of the property that is compatible with adjoining uses. Also, the requested rezoning district is not compatible with the existing Land Use Classification. The Land Use Plan calls for Commercial use of the property, which is contrary to the uses allowed by the requested zoning district. However, the proposal does enhance or maintain the public health, safety and general welfare because the rezoning would allow for uses compatible with surrounding areas.

Mr. Johnson stated the requested rezoning to R-6 is not compatible with the Land Use Plan. However, the uses permitted by the requested district would be compatible with existing uses, would not have an unreasonable impact on the surrounding community, and will not harm the public health, safety, and general welfare for the reasons stated in the evaluation. It is recommended that the rezoning request be approved. If the wet area on the property is not designated wetlands by the U.S. Army Corp. of Engineers, the portion could be filled in.

Mayor Weatherspoon opened the Public Hearing.

Celeste Paterek, 8712 Coyote Melon Drive, stated she was concerned that the expansion of Highway 55 could potentially affect the proposed rezoning and stated that information should be relayed to the future owners of the property.

Sean Johnson stated it is up to the current property owners to disclose that information.

Seeing no one else come forward, Mayor Weatherspoon closed the Public Hearing.

Board Action: The Board voted to approve the rezoning of the 1.59 acre parcel submitted by IHG Investment Group LLC at 9704 Bitter Melon Drive from GC (General Commercial) to R-6. Although contrary to the current adopted Land Use Plan, the R-6 zoning it is complementary to the surrounding area.

Motion: Commissioner Hill
Second: Commissioner Smith
Vote: 4-0, unanimous

8. New Business

A. Planning Board Appointment

Five candidates have submitted applications to serve on the Angier Planning Board including: Tom Taylor, Sam Gregory, Christina Kazakavage, David Hardison, and Richard Mestler.

Board Action: The Board voted to nominate all five candidates.

Motion: Mayor Pro-Tem/Commissioner Honeycutt
Second: Commissioner Hawley
Vote: 4-0, Unanimous

Voting results are as follows:

Mayor Pro-Tem/Commissioner Honeycutt – Tom Taylor
Commissioner Hawley – Christina Kazakavage
Commissioner Smith – Sam Gregory
Commissioner Hill – Christina Kazakavage

Christina Kazakavage was appointed to serve on the Angier Planning Board. Mayor Weatherspoon informed Ms. Kazakavage that she will be sworn in at the next Planning Board Meeting.

B. House Bill 436 – has been moved to Consent Agenda

9. Manager's Report:

Interim Town Manager Michael McLaurin reminded the Board of the North Carolina League of Municipalities 2018 Town & State Dinner May 29, 2018.

Mr. McLaurin requested the Board to consider moving the Board Work Session Meeting to April 17, 2018. He stated he would like to discuss the hiring process of the Town Manager and also discuss with the Board on how they would like to proceed with future Work Session Meetings.

Mr. McLaurin informed the Board the Town needs to select a new Auditor. A proposal will be presented to the Board at the May meeting.

10. Mayor and Town Board Reports:

Mayor Weatherspoon introduced Interim Town Manager Michael McLaurin and new Town Attorney Dan Hartzog Jr. and welcomed them aboard.

Mr. McLaurin thanked everyone for making him feel welcomed.

11. Adjournment: The Town Board voted unanimously to adjourn the meeting at 8:15pm.

Motion: Commissioner Smith

Second: Commissioner Hawley

Vote: Unanimous, 4-0

Lewis W. Weatherspoon, Mayor

Attest:

Veronica Hardaway, Town Clerk

**Town of Angier
Board of Commissioners
Special Called Meeting
Tuesday, April 17, 2018, 6:30 P.M.
Angier Municipal Building
28 North Raleigh Street
Minutes**

The Town of Angier convened during a Special Called Board of Commissioner's meeting Tuesday, April 17, 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: Town Clerk, Veronica Hardaway

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 April 17, 2018, meeting agenda:** The Town Board approved the agenda as presented:

Board Action: The Town Board unanimously approved the April 17, 2018 meeting agenda as presented.

Motion: Commissioner Hawley

Second: Commissioner Hill

Vote: Unanimous, 4-0

5. New Business:

A. Approval of Interim Town Manager, Michael McLaurin's contract

Board Action: The Town Board unanimously approved Interim Town Manager Michael McLaurin's contract.

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

B. Approval of Town Attorney, Dan Hartzog, Jr.'s contract

The Board of Commissioners had a brief discussion regarding attorney's fees, but quickly came to a consensus.

Board Action: The Town Board unanimously approved new Town Attorney Dan Hartzog Jr.'s contract.

Motion: Commissioner Hawley
Second: Commissioner Hill
Vote: Unanimous, 4-0

6. Adjournment: Being no further business, the Town Board voted unanimously to adjourn the meeting at 6:37pm.

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

Lewis W. Weatherspoon, Mayor

Attest:

Veronica Hardaway, Town Clerk

**Town of Angier
Board of Commissioners
Workshop Session
Tuesday, April 17, 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, April 17, 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: Town Clerk, Veronica Hardaway

Others Present: Hartwell Wright, League of Municipalities

1. **Call to Order:** Mayor Weatherspoon presided, calling the Board of Commissioners meeting to order at 6:37 p.m.
2. **Approval of the April 17, 2018, meeting agenda:** The Town Board approved the agenda as presented.

Board Action: The Town Board unanimously approved the April 17, 2018 meeting agenda as presented.

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

3. New Business:

A. Discussion of the Town Manager Selection process

Hartwell Wright from the League of Municipalities addressed the Board and stated that choosing a Town Manager is one of the most important decisions that is made while in office. The Town Manager is the Town's ambassador who markets your Town and is very welcoming.

Interim Town Manager Michael McLaurin highly recommended the Board consider hiring an Executive Search Firm.

The Board reviewed a proposed job description for the new Town Manager position. The Board instructed the Clerk to place this item on May's agenda.

Mr. McLaurin reviewed the draft Town Manager selection process such as:

- Developing a profile for what you are looking for in the next manager
- Decide on minimum requirements for the new manager
- Decide salary and other benefits
- Decide if the Board would like to contract with an Executive Search Firm
- Decide type and range of recruitment
- Develop Community Profile – Designed to help sell the Town to prospective candidates
- Develop the ad and advertise
- Receive applications and begin the review process
- Negotiations

He also requested the Board to complete the form he provided with the above questions and return it to him no later than April 25, 2018.

Mr. McLaurin reviewed with the Board the ICMA (International City/County Management Association) Code of Ethics along with the ICMA Model Employment Agreement.

The Board of Commissioners had a discussion on possible search firms and estimated cost. It was the consensus of the Board to move forward with a consultant firm in search of a new Town Manager. The Board also agreed to have the five firms provided by Interim Town Manager Michael McLaurin to submit a proposal to the Town.

Hartwell Wright suggested to the Board to request the search firm to conduct a federal background check.

Mr. McLaurin stated he will provide the Board with a proposed draft timeline.

B. Discussion on future work sessions

Interim Town Manager requested the Board to present items that can be discussed at future work sessions in order to utilize better time.

Mayor Weatherspoon requested to add items: Adopted Rules & Procedures as they haven't been updated since 2012; Request the Planning Board to review the Unified Development Ordinance; and also a discussion on the possibility of allowing golf carts in Town.

Town Clerk Veronica Hardaway gave an update to the Board of the North Carolina Arts Council Grant. She announced the dates, times, and bands that will be performing as well as requesting the Board to consider allowing a beer garden and food trucks to the events.

It was the consensus of the Board to allow a beer garden, food trucks, and to also allow the manager to sign contracts pertaining to the Concert Series Events.

Mayor Weatherspoon suggested for the Town to evaluate how the beer garden goes during the Concert Series and then offer it to Bike Fest next year.

Mayor Weatherspoon discussed the Campbell Banners that the Board was interested in purchasing. Campbell's vendor estimated a total cost of \$4,700 for (45) banners; Campbell agreed to pay \$2,350.

It was the consensus of the Board to move forward with the purchase of the banners and requested the Clerk to add this item to May's consent agenda.

4. Adjournment: Being no further business, the Town Board voted unanimously to adjourn the meeting at 8:34pm.

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

Lewis W. Weatherspoon, Mayor

Attest:

Veronica Hardaway, Town Clerk



Lewis W. Weatherspoon
Mayor

Michael McLaurin
Interim Town Manager

AGENDA ABSTRACT

DATE: May 1, 2018

**Item: 6B
Consent Agenda**

**SUBJECT: Potential Budget Amendments #BOA2018.22; #BOA2018.23;
#BOA2018.24; #BOA2018.25; #BOA2018.26; #BOA2018.27**

For the Board's consideration are the following Budget Amendments.

Budget Amendment #BOA2018.22 is to re-appropriate funds for the construction of the Park office building; #BOA2018.23 is to appropriate funds to purchase a zero turn mower for the Park; #BOA2018.24 is to appropriate funds to install signs for the Municipal Building; and #BOA2018.25 is to appropriate funds for conference room upgrades for meetings with developers, staff and citizens for mapping, etc.; #BOA2018.26 is to appropriate funds for the purchase of new meters to sustain the Public Works Department until the end of the fiscal year; #BOA2018.27 is to appropriate funds to cover expenses for payout of vacation of the former Town Manager in the amount of \$13,350 and appropriate funds to cover salaries and expenses for the Interim Town Manager in the amount of \$49,050.

Manager's Comments:



Town of Angier

Budget Amendment #BOA2018.22

Date: May 1, 2018

Account Number	Line Description	Increase	Decrease	Increase	Decrease
15-3001-0000	Transfer from General Fund	233,294			
15-9002-0004	Planning & Engineering			5,000	
15-9002-0005	Construction			228,294	
Totals		233,294	0	233,294	0

Explanation: To re-appropriate funds for the construction of the Park office building.

Approved

Michael McLaurin – Interim Town Manager

Reviewed

Vanessa W. Young – Interim Finance Officer

Approved

Lewis W. Weatherspoon - Mayor

Attested

Veronica Hardaway, Town Clerk



Town of Angier

Budget Amendment #BOA2018.23

Date: May 1, 2018

Account Number	Line Description	Increase	Decrease	Increase	Decrease
10-9008-0074	Capital Outlay			7,000	
10-9008-9999	Salaries & Wages-Part time				3,000
10-9008-0017	Utilities-Propane Gas				560
10-9008-0033	Materials & Supplies				3,440
Totals		0	0	7,000	7,000

Explanation: To appropriate funds to purchase a zero turn mower for the Park.

Approved

Michael McLaurin – Interim Town Manager

Reviewed

Vanessa W. Young – Interim Finance Officer

Approved

Lewis W. Weatherspoon - Mayor

Attested

Veronica Hardaway, Town Clerk



Town of Angier

Budget Amendment #BOA2018.24

Date: May 1, 2018

Account Number	Line Description	Increase	Decrease	Increase	Decrease
10-9007-0074	Capital Outlay			4,055	
10-9007-0003	Supplemental Retirement				2,055
10-9007-0015	Building Maintenance				2,000
Totals		0	0	4,055	4,055

Explanation: To appropriate funds to install signs for the Municipal Building.

Approved

Michael McLaurin – Interim Town Manager

Reviewed

Vanessa W. Young – Interim Finance Officer

Approved

Lewis W. Weatherspoon - Mayor

Attested

Veronica Hardaway, Town Clerk



Town of Angier

Budget Amendment #BOA2018.25

Date: May 1, 2018

Account Number	Line Description	Increase	Decrease	Increase	Decrease
10-9009-0033	Materials & Supplies			1,500	
10-9009-9999	Part-time Salaries				1,500
Totals		0	0	1,500	1,500

Explanation: To appropriate funds for conference room upgrades for meetings with developers, staff and citizens for mapping, etc.

Approved

Michael McLaurin – Interim Town Manager

Reviewed

Vanessa W. Young – Interim Finance Officer

Approved

Lewis W. Weatherspoon - Mayor

Attested

Veronica Hardaway, Town Clerk



Town of Angier

Budget Amendment #BOA2018.26

Date: May 1, 2018

Account Number	Line Description	Increase	Decrease	Increase	Decrease
60-9002-0072	Meter Purchase Expense			3,000	
60-9002-0068	Line Extension/Replacement/Repair				3,000
Totals		0	0	3,000	3,000

Explanation: To appropriate funds for the purchase of new meters to sustain the Public Works Department until the end of the fiscal year.

Approved

Michael McLaurin – Interim Town Manager

Reviewed

Vanessa W. Young – Interim Finance Officer

Approved

Lewis W. Weatherspoon - Mayor

Attested

Veronica Hardaway, Town Clerk



Town of Angier

Budget Amendment #BOA2018.27

Date: May 1, 2018

Account Number	Line Description	Revenues		Expenditures	
		Increase	Decrease	Increase	Decrease
10-9004-0002	Salaries & Wages-Administration			11,000	
10-9004-0003	Supplemental Retirement			600	
10-9004-0005	FICA			3,900	
10-9004-0007	Retirement			900	
10-9004-0009	Travel & Meetings			6,000	
10-9004-9999	Salaries & Wages-Part time			40,000	
10-3004-0035	Fund Balance Appropriated	62,400			
Totals		62,400	0	62,400	0

Explanation: To appropriate funds to cover expenses for payout of vacation of the former Town Manager in the amount of \$13,350 and appropriate funds to cover salaries and expenses for the Interim Manager in the amount of \$49,050.

Approved

Michael McLaurin – Interim Town Manager

Reviewed

Vanessa W. Young – Interim Finance Officer

Approved

Lewis W. Weatherspoon - Mayor

Attested

Veronica Hardaway, Town Clerk



Lewis W. Weatherspoon
Mayor

Michael McLaurin
Interim Town Manager

AGENDA ABSTRACT

DATE: May 1, 2018

Item: 6C
Consent Agenda

SUBJECT: Consideration of Proclamation – “National Day of Prayer”

For the Board’s consideration is a Proclamation designating Thursday, May 3, 2018, as National Day of Prayer within The Town of Angier.

Manager’s Comments:



Town of Angier

Lewis W. Weatherspoon
Mayor

Michael McLaurin
Interim Town Manager

Veronica Hardaway
Town Clerk

PROCLAMATION *National Day of Prayer* *May 3, 2018*

WHEREAS, The 67th observance of the National Day of Prayer will be held on Thursday, May 3, 2018, with the theme "Pray for America - Unity" based upon Ephesians 4:3, "Making every effort to keep the unity of the Spirit through the bond of peace"; and

WHEREAS, A National Day of Prayer has been part of our heritage since it was declared by the First Continental Congress in 1775 and the United States Congress in 1952 approved a Joint Resolution setting aside a day each year to pray in our nation; and

WHEREAS, The United States Congress, by Public Law 100-307, in 1988, as amended, affirms that it is essential for us as a nation to pray and directs the President of the United States to set aside and proclaim the first Thursday of May annually as a National Day of Prayer; and

WHEREAS, The National Day of Prayer is an opportunity for Americans of all faiths to join in united prayer to acknowledge our dependence on God, to give thanks for blessings received, to request healing for wounds endured, and to ask God to guide our leaders and bring wholeness to the United States and her citizens; and

NOW, THEREFORE, I, Lew Weatherspoon, Mayor of the Town of Angier, do hereby proclaim, May 3, 2018 as a DAY OF PRAYER throughout the Town and I commend this observance to all of our citizens.



Lew Weatherspoon, Mayor

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the Town of Angier on this 2nd day of May in the year of our Lord Two Thousand Eighteen.



Lewis W. Weatherspoon
Mayor

Michael McLaurin
Interim Town Manager

AGENDA ABSTRACT

DATE: May 1, 2018

**Item: 6D
Consent Agenda**

SUBJECT: Consideration to hire an Executive Search Firm

For the Board's consideration to engage an Executive Search Firm in seeking a Town Manager and to authorize the Interim Town Manager to solicit letters of interest to those firms discussed at the Board Work Session Meeting held April 17, 2018.

Manager's Comments:



Lewis W. Weatherspoon
Mayor

Michael McLaurin
Interim Town Manager

AGENDA ABSTRACT

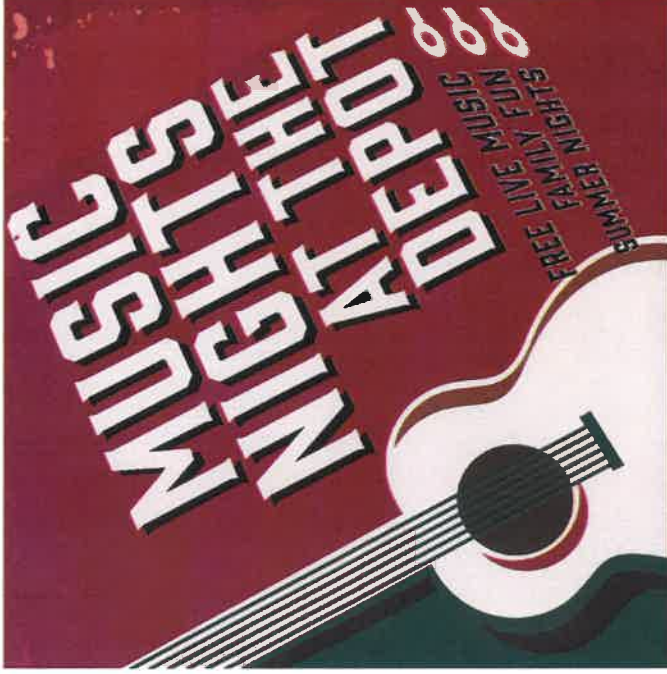
DATE: May 1, 2018

Item: 6E
Consent Agenda

SUBJECT: Consideration of the North Carolina Arts Council Grant

For the Board's consideration to accept the funds granted by the North Carolina Arts Council in the amount of \$5,000; to authorize the Interim Town Manager to sign contracts pertaining to the concert series at Depot Square, and also give consent to allow a beer garden at all four concert events.

Manager's Comments:



HELD OUTSIDE AT THE
CREPE MYRTLE PAVILION

THUR. MAY 17th 7PM

The Entertainers

Beach Music

THUR. JUNE 7th 7PM

La Tropa de Tierra Caliente

Latin Music

THUR. JUNE 14th 7PM

Hindsight

Blue Grass

THUR. JUNE 28th 7PM

North Tower Band

Beach, Funk, Oldies

Bring blankets
& lawn chairs

Food Trucks & More!

Meet up with old friends &
make some new ones

4 FREE, FAMILY FRIENDLY EVENT

Co-sponsored by:

The Town of Angier

North Carolina Arts Council



COME JOIN

THE FESTIVITIES



Lewis W. Weatherspoon
Mayor

Michael McLaurin
Interim Town Manager

AGENDA ABSTRACT

DATE: May 1, 2018

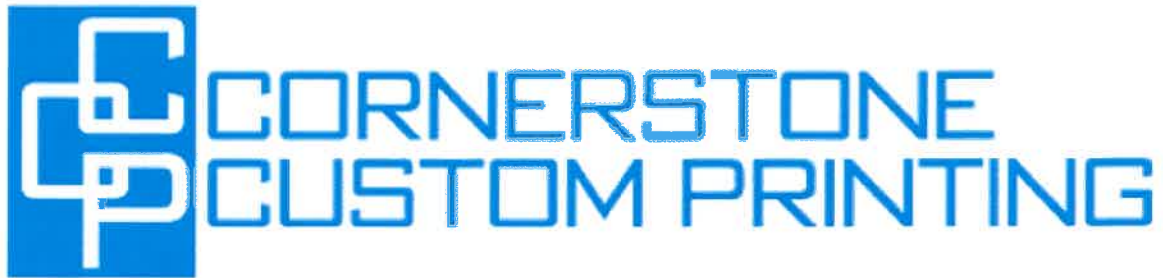
**Item: 6F
Consent Agenda**

SUBJECT: Consideration to purchase Campbell University Banners

For the Board's consideration to purchase Campbell University Banners to be displayed around Town. Cornerstone Custom Printing has quoted a price in the amount of \$4,700 for the purchase of 45 banners. Campbell will order the banners and in return send the Town an invoice in the amount of \$2,350 (50% of actual cost).

Manager's Comments:

From: noreply=p3software.com@mg.p3software.com [mailto:noreply=p3software.com@mg.p3software.com] **On**
Behalf Of brian at cornerstonecustomprinting.com
Sent: Thursday, April 19, 2018 8:24 AM
To: Hottel, Haven <hottelh@campbell.edu>
Cc: Brian@cornerstonecustomprinting.com
Subject: Project Proposal: 004789 - Pole Banners 28.5 X 72



Proposal

Prepared By

Cornerstone Custom Printing

Brian T. Light, Owner

Corporate Office/Administration

149 Claire Drive

Clayton, NC 27520 USA

Phone: 919-524-7420

Prepared For

Town of Angier

Mayer Lewis W. Weatherspoon

Proposal

Pole Banners 28.5 X 72

Proposal Number: **004789**

Date: **3/12/18**

Item Description	Price Information
------------------	-------------------

Vinyl Pole Banners 30 X 72
Double Sided with Pole Pockets top and bottom

Quantities 45

Price **\$3,650.00**

Mounting Brackets 30 Inch

Quantities 45

Price **\$1,050.00**

Proposal Summary

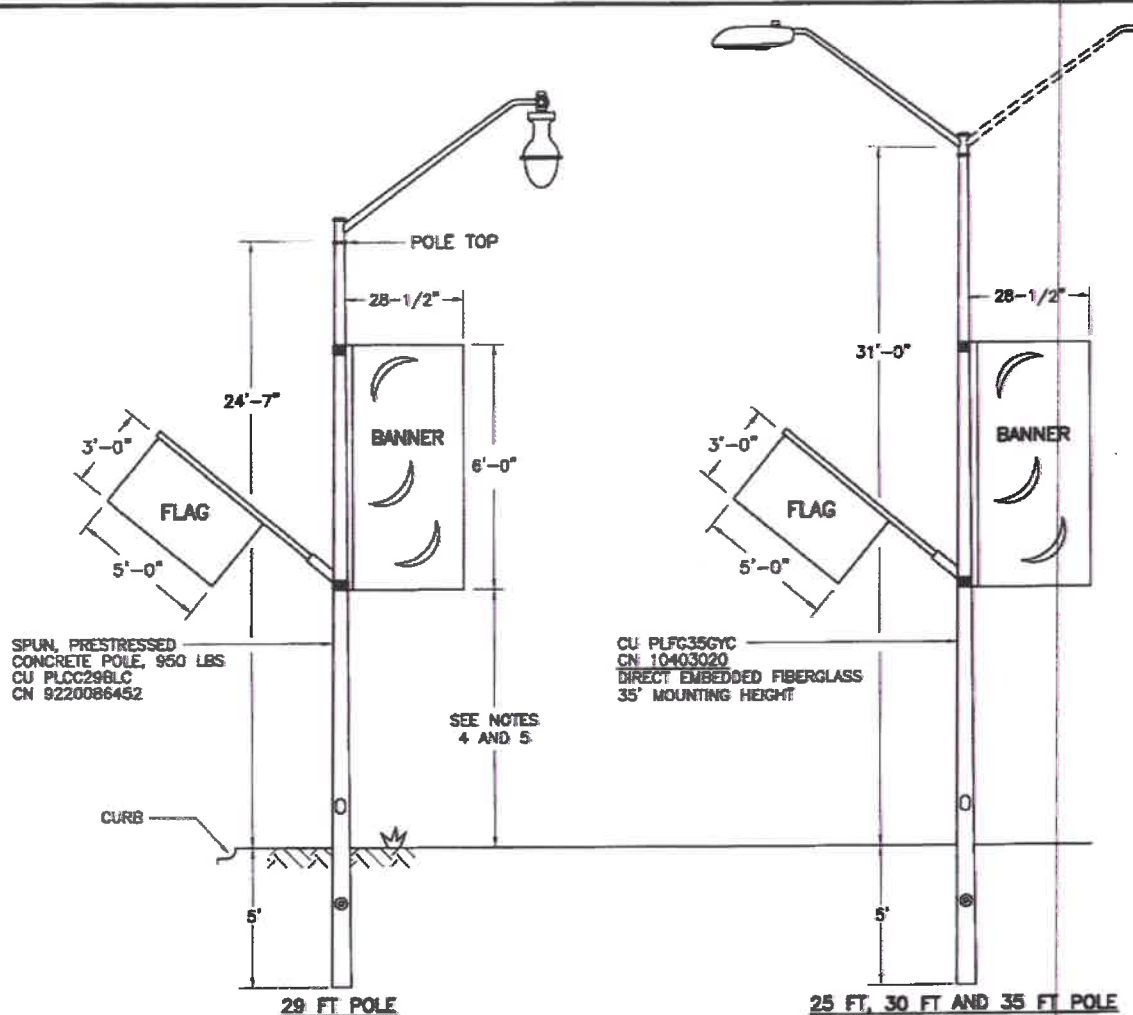
Quantities 45

Total Price \$4,700.00

Proposal Response Link

Attachments

- [Project Proposal 004789 - Pole Banners 285 X 72.pdf](#)



BANNERS ON COMPANY LIGHT POLES POLICY

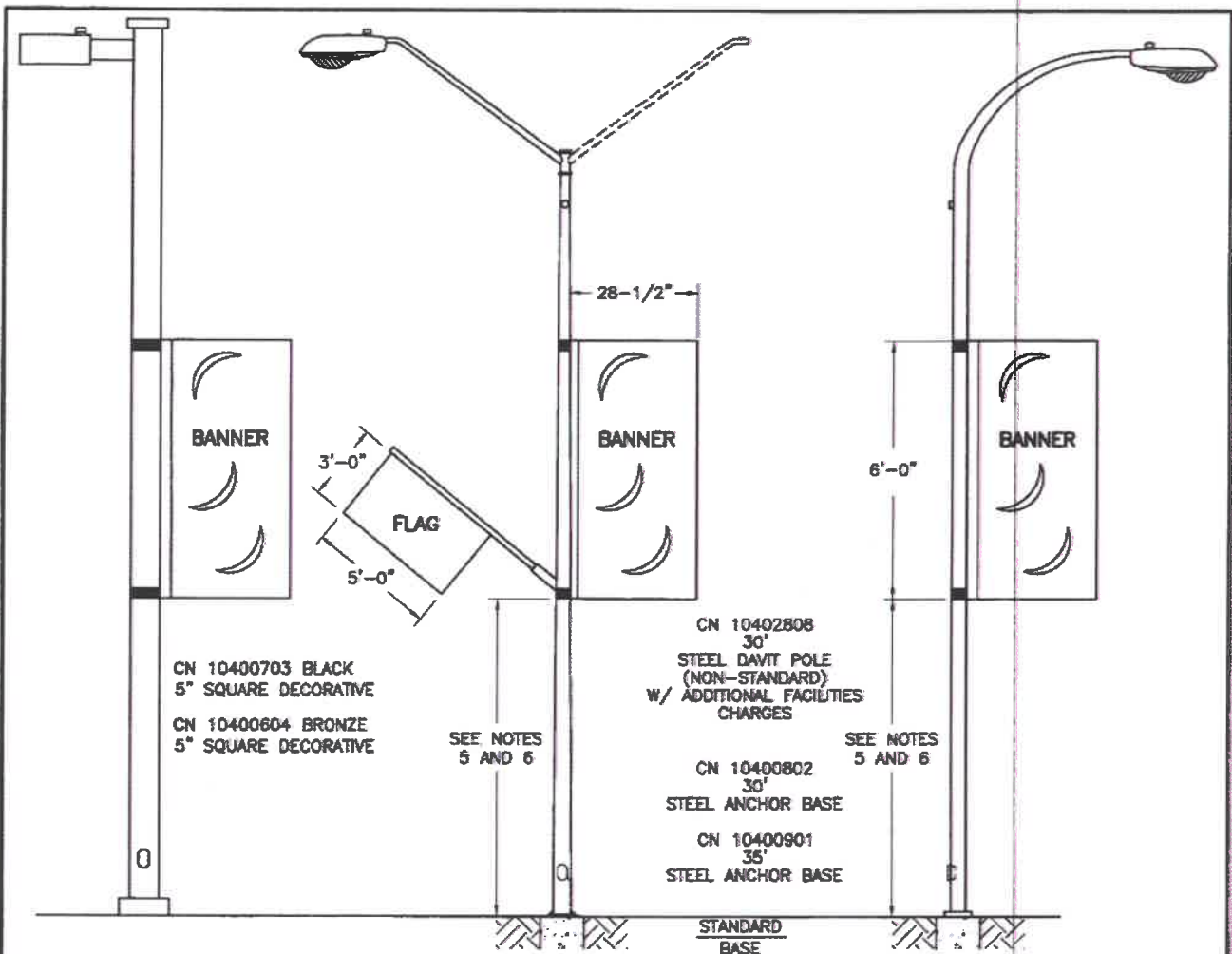
NOTES:

PROGRESS ENERGY WILL ALLOW CITIES TO ATTACH BANNERS OR FLAGS ON BOTH GRAY AND BLACK FIBERGLASS OR CONCRETE STREET AND AREA LIGHT POLES IF THE FOLLOWING CONDITIONS ARE MET:

1. THE MAXIMUM SIZE BANNER ALLOWED IS 28 1/2" WIDE BY 6' TALL. FLAGS MUST NOT EXCEED 3' WIDE X 5' TALL.
2. THE BANNERS MUST HAVE HALF CIRCLE AIR VENTS OR SIMILAR CUT INTO THEM TO REDUCE WIND LOADING AND POLE DEFLECTION. FLAG POLE MUST HAVE A FREE SPINNING DEVICE SO THAT FLAG WILL FLY FREELY AND NOT TWIST ON POLE.
3. THE BANNERS MUST BE MOUNTED USING BRACKETS WITH STAINLESS STEEL BANDING TO MATCH THE POLE COLOR. NO DRILLING OF HOLES INTO THE FIBERGLASS POLES IS ALLOWED.
4. THE LOWER BANNER ARM OR FLAG MUST BE MOUNTED 11' ABOVE GRADE OF THE FIBERGLASS OR CONCRETE LIGHT POLE.
5. IF POLES ARE LOCATED WITHIN 3'-0" OF "BACK OF CURB", DO NOT INSTALL BANNERS OR FLAGS ON ROAD SIDE OF POLE UNLESS IT MEETS (NESC) 15 FT. CLEARANCE ABOVE ROADWAY.
6. COMPANY SHALL NOT BE RESPONSIBLE FOR REMOVING AND/OR RE-INSTALLING TOWN'S BANNERS OR FLAGS WHENEVER THE POLES ARE REPLACED.
7. CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND SAVE HARMLESS COMPANY FROM ALL CLAIMS, LOSSES, INJURIES, DAMAGES AND OTHER DEMANDS MADE AGAINST IT AND ALL COSTS AND EXPENSES INCURRED BY COMPANY ARISING OUT OF THIS AGREEMENT UNLESS SAME SHALL HAVE RESULTED FROM SOLE NEGLIGENCE OF COMPANY.

3				
2				
1				
0	11/9/10	MATTOCKS	QUINN	CARSEN
REVISED	BY	CK'D	APPR.	

**BANNERS AND FLAGS
ON FIBERGLASS OR CONCRETE
LIGHTING POLES POLICY**



NOTES:

BANNERS ON COMPANY LIGHT POLES POLICY

COMPANY WILL ALLOW CITIES TO ATTACH BANNERS AND FLAGS ON STEEL OR WOOD POLES AND AREA LIGHT POLES IF THE FOLLOWING CONDITIONS ARE MET:

1. BANNERS AND FLAGS CAN BE PLACED ON THE 30' STEEL, 30' SQUARE DECORATIVE OR 35' STEEL DAVIT POLES.
2. THE MAXIMUM SIZE BANNER ALLOWED IS 28-1/2" WIDE BY 6' TALL. FLAGS MUST NOT EXCEED 3' WIDE X 5' TALL.
3. THE BANNERS MUST HAVE HALF CIRCLE AIR VENTS OR SIMILAR CUT INTO THEM TO REDUCE WIND LOADING AND POLE DEFLECTION. FLAG POLE MUST HAVE A FREE SPINNING DEVICE SO THAT FLAG WILL FLY FREELY AND NOT TWIST ON POLE.
4. THE BANNERS MUST BE MOUNTED USING BRACKETS WITH STAINLESS STEEL BANDING TO MATCH THE POLE COLOR. NO DRILLING OF HOLES INTO THE STEEL POLES IS ALLOWED.
5. THE LOWER BANNER ARM OR FLAG MUST BE MOUNTED 11' ABOVE THE BASE FLANGE OF THE STEEL OR WOOD LIGHT POLE.
6. IF POLES ARE LOCATED WITHIN 3'-0" OF "BACK OF CURB" DO NOT INSTALL BANNERS OR FLAGS ON ROAD SIDE OF POLE UNLESS IT MEETS THE (NESC) 15 FT. CLEARANCE ABOVE ROADWAY.
7. COMPANY SHALL NOT BE RESPONSIBLE FOR REMOVING AND/OR REBANDING TOWN'S BANNERS WHENEVER THE POLES ARE REPLACED.
8. CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND SAVE HARMLESS COMPANY FROM ALL CLAIMS, LOSSES, INJURIES, DAMAGES AND OTHER DEMANDS MADE AGAINST IT AND ALL COSTS AND EXPENSES INCURRED BY COMPANY ARISING OUT OF THIS AGREEMENT UNLESS SAME SHALL HAVE RESULTED FROM SOLE NEGLIGENCE OF COMPANY.

3				
2				
1				
0	11/8/10	MAITROCKS	GUNN	LARSEN
REVISED	BY	CK'D	APPR.	

BANNERS AND FLAGS ON STEEL OR WOOD LIGHTING POLES POLICY



Angier
proudly supports



CAMPBELL
UNIVERSITY

Leading with purpose



Lewis W. Weatherspoon
Mayor

Michael McLaurin
Interim Town Manager

AGENDA ABSTRACT

DATE: May 1, 2018

**Item: 7A
New Business**

SUBJECT: Consideration of Resolution #004-2018 – to adopt a Local Water Supply Plan

North Carolina General Statute 143-355 (l) requires that each unit of local government that provides public water service or that plans to provide public water service and each large community water system shall, either individually or together with other units of local government and large community water systems, prepare and submit a Local Water Supply Plan.

The Division of Water Resources has reviewed the information contained in the 2017 Local Water Supply Plan submitted by Angier. Since all the required information is complete, the Local Water Supply Plan for the Town of Angier meets the minimum criteria established in North Carolina General Statute 143-355 (l).

The 2017 Local Water Supply Plan must be adopted by the governing board by way of Resolution.

Manager's Comments:



Town of Angier

www.angier.org

Lewis Weatherspoon
Mayor

Michael McLaurin
Interim Town Manager

Veronica Hardaway
Town Clerk

Resolution No.: 004-2018

Date Submitted: May 1, 2018

Date Adopted: May 1, 2018

A RESOLUTION ADOPTING LOCAL WATER SUPPLY PLAN

WHEREAS, North Carolina General Statute 143-355 (l) requires that each unit of local government that provides public water service or that plans to provide public water service and each large community water system shall, either individually or together with other units of local government and large community water systems, prepare and submit a Local Water Supply Plan; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Local Water Supply Plan for the Town of Angier, has been developed and submitted to the Board of Commissioners for approval; and

WHEREAS, the Board of Commissioners finds that the Local Water Supply Plan is in accordance with the provisions of North Carolina General Statute 143-355 (l) and that it will provide appropriate guidance for the future management of water supplies for the Town of Angier, as well as useful information to the Department of Environmental Quality for the development of a state water supply plan as required by statute;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Town of Angier that the Local Water Supply Plan entitled, 2017 Local Water Supply Plan dated March 29, 2018, is hereby approved and shall be submitted to the Department of Environmental Quality, Division of Water Resources; and

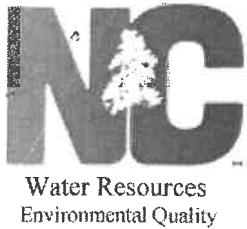
BE IT FURTHER RESOLVED that the Town of Angier intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

This the 1st day of May, 2018

ATTEST:

Lewis W. Weatherspoon, Mayor

Veronica Hardaway, Town Clerk



ROY COOPER
Governor
MICHAEL S. REGAN
Secretary
LINDA CULPEPPER
Interim Director

March 29, 2018

Jimmy Cook, Director of Public Utilities
Town of Angier
P.O. Box 278
Angier, NC 27501

Subject: LWSP Meets Minimum Criteria
Town of Angier
PWSID#: 03-43-015
Harnett County

Dear Mr. Cook,

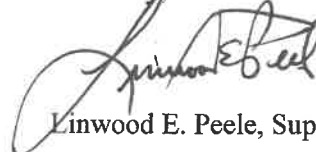
This letter is to notify you that our staff has reviewed the information contained in the 2017 Local Water Supply Plan (LWSP) update submitted by your office. Since all the required information is complete, the LWSP for the Town of Angier hereby meets the minimum criteria established in North Carolina General Statute 143-355 (l).

Your water system's 2017 LWSP is now viewable online from the LWSP website found at: https://www.ncwater.org/Water_Supply_Planning/Local_Water_Supply_Plan/search.php. The plan has been made available after our best efforts to screen any errors. As a final check, please review and report any mistakes or omissions to the review engineer. Unless notified otherwise, the Division of Water Resources considers your 2017 LWSP complete.

The 2017 LWSP must next be adopted by your water system's governing board; a model LWSP resolution is available online on the right side of the page in the Forms and Docs section at: https://www.ncwater.org/Water_Supply_Planning/Local_Water_Supply_Plan/learn.php. A copy of the signed resolution must be submitted to Linwood Peele, Water Supply Planning Section Supervisor, at the address printed at the bottom of this letter. The LWSP cannot be considered compliant with the requirements of NCGS 143-355(l) until an adopted resolution is received.

Thank you very much for your efforts to provide your customers with a safe and reliable supply of drinking water. We look forward to continuing to work with you in these efforts. Please contact Vardry E. Austin at vardry.austin@ncdenr.gov or (919)707-9002, or Linwood Peele at linwood.peele@ncdenr.gov or (919) 707-9024, if we can be of further assistance.

Sincerely,



Linwood E. Peele, Supervisor

Division of Water Resources, NCDEQ

mai
to:





Lewis W. Weatherspoon
Mayor

Michael McLaurin
Interim Town Manager

AGENDA ABSTRACT

DATE: May 1, 2018

Item: 7B
New Business

SUBJECT: Consideration of Resolution #005-2018 – to authorize disposition of surplus personal property

The Police Department is requesting to have two vehicles declared as surplus property, and Public Works is requesting to have one vehicle declared as surplus property. The vehicles can be auctioned on GovDeals.com, removing them from the Town's inventory.

Manager's Comments:



Town of Angier

www.angier.org

Lewis Weatherspoon
Mayor

Michael McLaurin
Interim Town Manager

Veronica Hardaway
Town Clerk

Resolution No.: 005-2018

Date Submitted: May 1, 2018

Date Adopted: May 1, 2018

RESOLUTION AUTHORIZING DISPOSITION OF SURPLUS PERSONAL PROPERTY

WHEREAS, the Board of Commissioners of the Town of Angier desires to dispose of certain surplus property of the Town in accordance with G.S. 160A-270; and

WHEREAS, the Board of Commissioners of the Town of Angier desires to utilize the auction services of a public electronic auction service.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Town of Angier that the following described property is hereby declared to be surplus to the needs of the Town:

Department	Year	Make/Model	Vin/Serial #
Police	2009	Dodge Charger	2B3KA43T19H607683
Police	2009	Dodge Charger	2B3KA43T29H607708
Public Works	1998	GM Truck	1GCEC14W6WZ235931

BE IT FURTHER RESOLVED that the Town Manager or his designee is authorized to receive, on behalf of the Board of Commissioners, bids via public electronic auction for the purchase of the described property.

The public electronic auction will be held beginning no earlier than May 14, 2018.

The Board of Commissioners further authorizes the disposal of Town surplus property by use of a public electronic auction system provided by GovDeals Inc. The property for sale can be viewed at www.govdeals.com. Citizens wanting to bid on property may do so at www.govdeals.com. The terms of the sale shall be: All items are sold as is, where is, with no express or implied warranties; Payment must be received for all items sold before they may be removed from the premises.

The Town Clerk shall cause notice of the public auction for surplus property to be noticed by electronic means in accordance with G.S. 160A-270(c), available on the Town of Angier website www.angier.org.



Town of Angier

www.angier.org

Lewis Weatherspoon
Mayor

Michael McLaurin
Interim Town Manager

Veronica Hardaway
Town Clerk

Adopted this the 1st day of May, 2018.

ATTEST:

Lewis W. Weatherspoon, Mayor

Veronica Hardaway, Town Clerk



Lewis W. Weatherspoon
Mayor

Michael McLaurin
Interim Town Manager

AGENDA ABSTRACT

DATE: May 1, 2018

Item: 7C
New Business

SUBJECT: Consideration of Town Manager Job Description & Proposed Salary Range

For the Board's consideration is a proposed Job Description for the Town Manager position. The proposed Job Description was previously distributed to the Board at their April 17, 2018 Work Session Meeting for review.

Also for the Board's consideration is a proposed Salary Range for the new Town Manager position.

Manager's Comments:



Lewis W. Weatherspoon
Mayor

Michael McLaurin
Interim Town Manager

Memorandum

Date: April 24, 2018

To: Mayor and Board of Commissioners

From: Michael McLaurin

Re: Town Manager Job Description and Salary Range

The purpose of this memo is to request your approval of a job description and salary range for the Town Manager position. As we began our work in recruiting a new manager, we could not locate a job description nor salary range. The Board is free to make periodic adjustments to each of these as needed.

The attached job description was distributed at our last workshop and was developed from other town manager job descriptions along with my personal knowledge and long experience of the duties of a town manager.

In developing the recommended salary range, I reviewed the NC League of Municipalities 2017 survey for cities and towns with a population of 5000 – 9999. Thirty-four communities within this population bracket participated in the annual survey.

I am recommending that the town adopt a Town Manager salary range from \$90,000 to \$126,000. Beginning at the base of \$90,000 and increasing 40% would give yield a maximum pay of \$126,000, which is consistent with the spread of other positions within the town government. According to the 2017 survey of those participating cities within that bracket, the average city/town manager's salary was \$101,172.

TOWN MANAGER

General Statement of Duties

Performs difficult management, professional, and executive level duties as the Chief Executive Officer (CEO) for the Town.

Distinguishing Features of the Class

An employee in this class plans, organizes, manages, directs, and implements the goals and objectives of the Town Council. Duties include short and long range planning, creating and articulating a vision of excellence for the organization, establishing the human resource management system, leading long range and capital improvement program planning, overseeing financial management, overseeing all operations of the Town, and working closely with the Council on major initiatives and priorities. The employee serves as official Budget Officer for the organization. The employee must utilize independent judgement and initiative in decision making, team building, problem-solving, management systems and providing guidance and recommendations to the Council. Work is performed in accordance with established municipal finance procedures, local ordinances, and the North Carolina Statutes. Work is performed under the general direction of the Mayor and Commission members and is evaluated through observation, conferences, reports, records, compliance with applicable statutes, and by public satisfaction with services provided.

Duties and Responsibilities

Essentials Duties and Tasks

Works with the Mayor and Commission to develop consensus on a clear vision of the future of the community and the organization; coordinates and works with the Mayor and Council on planning and policy development to put this vision into effect for Town services; develops agendas for Council meetings; and ensures resources and supporting documentation for informed actions are present; keeps Mayor and Council informed on issues that affect them and have significant impact on the Town.

Manages and supervises the Town government staff; works with them to establish long and short range goals and ensure effectiveness and efficiency of services provided; communicates organizational mission, vision and goals as established by elected officials and Manager and helps staff enhance these goals and implement programs consistent with them; builds a strong team among staff with energy and a cohesive vision.

Serves as budget developer for the Town; balances budget, seeks innovative methods of stewardship and new revenue sources; makes professional and realistic recommendations for expenditures of Town's funds; manages Town resources including budget, facilities, equipment, technology, etc.; oversees and/or performs grant development and administration.

Maintains accountability for the hiring, training, performance management, retention, and separation of all Town employees; supervises the establishment of a modern human resource management program for the Town; staffs the organization with qualified and highly productive employees; directs and monitors systems of employee communication, motivation, reward, compensation, training and development, performance coaching and evaluation to insure high levels of retention and performance excellence.

Provides and manages the provision of professional and technical advice to the Commission on policy, planning, and legal matters; researches and makes recommendations to Commission on new programs, services, and initiatives; coordinates economic and business development policies and strategies.

Coordinates and works with staff in ensuring policies, laws and ordinances are workable, enforced, and fairly and consistently implemented.

Oversees the operational management of public works and utilities for the Town; ensures effective land use planning and development for the Town to maximize natural resources; oversees the development and implementation of recreational and other leisure services, arts and quality of life facilities and programming; oversees programs and services to ensure the public safety of the community.

Meets with and speaks with community groups, citizens, and other public agencies about specific programs, services, policies, and other issues as needed; responds in a timely fashion to citizen concerns and requests; establishes and maintains effective communications with media to keep citizens informed about the Town's programs and progress.

Cooperates with other governmental units as necessary to provide professional and effective services to the citizens (State, transportation, county, neighboring cities, etc.); crafts and reviews inter-local agreements for various services.

Researches and recommends policies; implements administrative procedures as necessary to provide for consistency and guidance of staff and service management.

Demonstrates leadership and sound decision making skills in emergency and controversial situations; leads in finding collaborative resolutions to conflicts.

Submits periodic progress reports, annual status of goals achieved, financial statements and other reports to the Town Commission.

Maintains current knowledge of management and municipal trends, laws and issues; maintains modern public administration knowledges and skills.

Represents the Town positively with a wide variety of people, business, governments and organizations.

Additional Job Duties

Performs related duties as required.

Physical Requirements

Must be able to physically perform the basic life operational functions of standing, walking, fingering, feeling, talking, seeing, and hearing.

Must be able to perform sedentary work exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift objects.

Must possess the visual acuity to prepare and analyze data and figures, operate a computer, do extensive reading, and perform visual inspections.

Desirable Education and Experience

Graduation from a four year college or university with a major in public administration, business management, civil engineering or related field and municipal management experience; graduate degree in public administration or related field preferred; or an equivalent combination of education and experience.

Special Requirements

Possession of a valid North Carolina driver's license

Possession of ICMA certification a plus.



Lewis W. Weatherspoon
Mayor

Michael McLaurin
Interim Town Manager

AGENDA ABSTRACT

DATE: May 1, 2018

**Item: 7D
New Business**

SUBJECT: Consideration to approve Audit Contract with Cherry Bekaert LLP

For the Board's consideration is a proposed Audit Contract with Cherry Bekaert LLP, to conduct the Town's annual audit for the year ending June 30, 2018.

Manager's Comments:

April 18, 2018

Ms. Vanessa Young, Interim Finance Director
Town of Angier
55 N Broad Street W
Angier, NC 27501

Dear Ms. Young:

This engagement letter between the Town of Angier (hereinafter referred to as the "Town") and Cherry Bekaert LLP (the "Firm" or "Cherry Bekaert") sets forth the nature and scope of the services we will provide, the Town's required involvement and assistance in support of our services, the related fee arrangements, and other Terms and Conditions, which are attached hereto and incorporated by reference, designed to facilitate the performance of our professional services and to achieve the mutually agreed-upon objectives of the Town.

SUMMARY OF SERVICES

We will provide the following services to the Town as of and for the year ending June 30, 2018:

Audit services

1. We will audit the basic financial statements of the Town as of and for the year ending June 30, 2018 including the governmental activities, the business type activities, the aggregate discretely presented component unit, each major fund, and the remaining fund information.
2. We will audit the supplementary information other than required supplementary information ("RSI"). As part of our engagement, we will apply certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or the financial statements themselves.
3. We will apply limited procedures to the RSI (e.g., pension plan information or management's discussion and analysis (MD&A)), introductory and statistical sections which will consist of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the financial statements.

Accounting and other services

We will provide the following additional services:

4. Assist in the preparation of the financial statements and footnotes.

YOUR EXPECTATIONS

As part of our planning process, we have discussed with you your expectations of Cherry Bekaert, changes that occurred during the year, your views on risks facing you, any relationship issues with Cherry Bekaert, specific engagement arrangements, and timing. Our service plan, which includes our audit plan, is designed to provide a foundation for an effective, efficient, and quality-focused approach to accomplish the engagement objectives and meet or exceed your expectations. Our service plan will be reviewed with you periodically and will serve as a benchmark against which you will be able to measure our performance.

Any additional services that you may request, and that we agree to provide, will be the subject of separate written arrangements.

The Town recognizes that our professional standards require that we be independent from you in our audit of your financial statements and our accompanying report in order to ensure that our objectivity and professional skepticism have not been compromised. As a result, we cannot enter into a fiduciary relationship with you and you should not expect that we will act only with due regard to your interest in the performance of this audit and you should not impose on us special confidence that we will conduct this audit with only your interest in mind. Because of our obligation to be independent of you, no fiduciary relationship will be created by this engagement or audit of your financial statements.

The engagement will be led by April Adams, who will be responsible for assuring the overall quality, value, and timeliness of the services provided to you.

AUDIT SERVICES

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles ("GAAP") and to report on the fairness of the additional information referred to in the Summary of Services section when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of applicable laws, regulations, contracts, grant agreements, and noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

The report on internal control and compliance will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control on compliance and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Town is subject to an audit requirement that is not encompassed in the terms of the engagement, we will communicate to Town's management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS"); and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and will include tests of accounting records and other procedures as deemed necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Town's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express opinions or issue reports, or may withdraw from this engagement.

ACCOUNTING AND OTHER SERVICES

Accounting services

We will advise Management about the application of appropriate accounting principles, and may propose adjusting journal entries to the Town's financial statements. Management is responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the Town's financial statements. If, while reviewing the journal entries, Management determines that a journal entry is inappropriate, it will be Management's responsibility to contact us to correct it.

Financial statement preparation

We will assist in the preparation of the Town's financial statements and notes, based on information in the Town's accounting records. However, the responsibility for the Town's financial statements and notes remains with Management. This responsibility includes establishing and maintaining adequate records and effective internal controls over financial reporting, the selection and application of accounting principles, the safeguarding of assets, and adjusting the financial statements for any material misstatements as well as reviewing and approving for publication the draft financial statements prepared with our assistance.

Management's responsibilities related to accounting and other services

For all nonattest services we perform in connection with the engagement, you are responsible for designating a competent employee to oversee the services, make any Management decisions, perform any Management functions related to the services, evaluate the adequacy of the services, and accept overall responsibility for the results of the services.

Prior to the release of the report, Management will need to sign a representation letter acknowledging your responsibility for the results of these services.

MANAGEMENT'S RESPONSIBILITIES RELATED TO THE AUDIT

Management is responsible for designing, implementing, and maintaining effective internal controls, including evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that the Town's management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) Management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or other. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing Management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

The Firm will rely on Management providing these representations to us, both in the planning and performance of the audit, and in considering the fees that we will charge to perform the audit.

FEES

The estimated fees contemplate only the services described in the Summary of Services section of this letter. If Management requests additional services not listed above, we will provide an estimate of those fees prior to commencing additional work.

The following summarizes the fees for the services described above:

<u>Description of Services</u>	<u>Estimated Fee</u>
Audit services	
Audit of the financial statements	\$20,000
Accounting services	
Financial statement preparation	5,000
Total	<u>\$25,000</u>

The fees will be billed periodically. Invoices are due on presentation. A service charge will be added to past due accounts equal to 1½% per month (18% annually) on the previous month's balance less payments received during the month, with a minimum charge of \$2.00 per month.

If the foregoing is in accordance with your understanding, please sign a copy of this letter in the space provided and return it to us. If you have any questions, please call April Adams at 919-782-1040.

Sincerely,

CHERRY BEKAERT LLP

Cherry Bekaert LLP

ATTACHMENT – Engagement Letter Terms and Conditions

TOWN OF ANGIER

ACCEPTED BY: _____

TITLE: _____ DATE: _____

Cherry Bekaert LLP
Engagement Letter Terms and Conditions

The following Terms and Conditions are an integral part of the attached engagement letter and should be read in their entirety in conjunction with your review of the letter.

LIMITATIONS OF THE AUDIT REPORT

Should the Town wish to include or incorporate by reference these financial statements and our report thereon into *any* other document at some future date, we will consider granting permission to include our report into another such document at the time of the request. However, we may be required by generally accepted auditing standards ("GAAS") to perform certain procedures before we can give our permission to include our report in another document such as an annual report, private placement, regulator filing, official statement, offering of debt securities, etc. You agree that the Town will not include or incorporate by reference these financial statements and our report thereon, or our report into any other document without our prior written permission. In addition, to avoid unnecessary delay or misunderstandings, it is important to provide us with timely notice of your intention to issue any such document.

LIMITATIONS OF THE AUDIT PROCESS

In conducting the audit, we will perform tests of the accounting records and such other procedures as we consider necessary in the circumstances to provide a reasonable basis for our opinion on the financial statements. We also will assess the accounting principles used and significant estimates made by Management, as well as evaluate the overall financial statement presentation.

Our audit will include procedures designed to obtain reasonable assurance of detecting misstatements due to errors or fraud that are material to the financial statements. Absolute assurance is not attainable because of the nature of audit evidence and the characteristics of fraud. For example, audits performed in accordance with GAAS are based on the concept of selective testing of the data being examined and are, therefore, subject to the limitation that material misstatements due to errors or fraud, if they exist, may not be detected. Also, an audit is not designed to detect matters that are immaterial to the financial statements. In addition, an audit conducted in accordance with GAAS does not include procedures specifically designed to detect illegal acts having an indirect effect (e.g., violations of fraud and abuse statutes that result in fines or penalties being imposed on the Town) on the financial statements.

Similarly, in performing our audit we will be aware of the possibility that illegal acts may have occurred. However, it should be recognized that our audit provides no assurance that illegal acts generally will be detected, and only reasonable assurance that illegal acts having a direct and material effect on the determination of financial statement amounts will be detected. We will inform you with respect to errors and fraud, or illegal acts that come to our attention during the course of our audit unless clearly inconsequential. In the event that we have to consult with the Town's counsel or counsel of our choosing regarding any illegal acts we identify, additional fees incurred may be billed to the Town. You agree to cooperate fully with any procedures we deem necessary to perform with respect to these matters.

We will issue a written report upon completion of our audit of the Town's basic financial statements. If, for any reason, we are unable to complete the audit, or are unable to form, or have not formed an opinion on the financial statements, we may decline to express an opinion or decline to issue a report as a result of the engagement. We will notify the appropriate party within your organization of our decision and discuss the reasons supporting our position.

AUDIT PROCEDURES – GENERAL

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve professional judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Town or to acts by Management or employees acting on behalf of the Town. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of Management of any material errors and fraud, or illegal acts that come to our attention during the course of our audit. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditor is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditor.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors and financial institutions. We will request written representations from the Town's attorneys as part of the engagement, and they may bill the Town for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

AUDIT PROCEDURES – INTERNAL CONTROLS

Our audit will include obtaining an understanding of the Town and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards, and *Government Auditing Standards*.

AUDIT PROCEDURES – COMPLIANCE

As part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the Town's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

NONATTEST SERVICES

All nonattest services to be provided in the attached engagement letter shall be provided pursuant to the AICPA Code of Professional Conduct. The AICPA Code of Professional Conduct requires that we establish objectives of the engagement and the services to be performed, which are described under nonattest services in the attached letter.

You agree to assume all Management responsibilities for the nonattest services we provide; oversee the services by designating an individual, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. In order to ensure we provide such services in compliance with all professional standards, you are responsible for:

- Making all financial records and related information available to us.
- Ensuring that all material information is disclosed to us.
- Granting unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- Identifying and ensuring that such nonattest complies with the laws and regulations.

The accuracy and appropriateness of such nonattest services shall be limited by the accuracy and sufficiency of the information provided by the Town's designated individual. In the course of providing such nonattest services, we may provide professional advice and guidance based on knowledge of accounting, tax, and other compliance, and of the facts and circumstances as provided by the Town's designated individual. Such advice and guidance shall be limited as permitted under the Code of Professional Conduct.

COMMUNICATIONS

At the conclusion of the audit engagement, we may provide Management and those charged with governance a letter stating any significant deficiencies or material weaknesses which may have been identified by us during the audit and our recommendations designed to help the Town make improvements in its internal control structure and operations related to the identified matters discovered in the financial statement audit. As part of this engagement we will ensure that certain additional matters are communicated to the appropriate members of the Town. Such matters include (1) our responsibility under GAAS; (2) the initial selection of and changes in significant accounting policies and their application; (3) our independence with respect to the Town; (4) the process used by Management in formulating particularly sensitive accounting estimates and the basis for our conclusion regarding the

reasonableness of those estimates; (5) audit adjustments, if any, that could, in our judgment, either individually or in the aggregate be significant to the financial statements or our report; (6) any disagreements with Management concerning a financial accounting, reporting, or auditing matter that could be significant to the financial statements; (7) our views about matters that were the subject of Management's consultation with other accountants about auditing and accounting matters; (8) major issues that were discussed with Management in connection with the retention of our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; and (9) serious difficulties that we encountered in dealing with Management related to the performance of the audit.

OTHER MATTERS

Access to working papers

The working papers and related documentation for the engagement are the property of the Firm and constitute confidential information. We have a responsibility to retain the documentation for a period of time to satisfy legal or regulatory requirements for records retention. It is our policy to retain all workpapers and client information for seven years from the date of issuance of the report. It is our policy to retain emails and attachments to emails for a period of 15 months, except as required by any governmental regulation. Except as discussed below, any requests for access to our working papers will be discussed with you prior to making them available to requesting parties. Any parties seeking access to our working papers must agree to sign our standard access letter.

We may be requested to make certain documentation available to regulators, governmental agencies (e.g., SEC, PCAOB, HUD, DOL, etc.) or their representatives ("Regulators") pursuant to law or regulations. If requested, access to the documentation will be provided to the Regulators. The Regulators may intend to distribute to others, including other governmental agencies, our working papers and related documentation without our knowledge or express permission. You hereby acknowledge and authorize us to allow Regulators access to and copies of documentation as requested. In addition, our Firm, as well as all other major accounting firms, participates in a "peer review" program covering our audit and accounting practices as required by the American Institute of Certified Public Accountants. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of our work. It is possible that the work we perform for you may be selected by the other firm for their review. If it is, they are bound by professional standards to keep all information confidential. If you object to having the work we do for you reviewed by our peer reviewer, please notify us in writing.

Electronic transmittals

During the course of our engagement, we may need to electronically transmit confidential information to each other, within the Firm, and to other entities engaged by either party. Although email is an efficient way to communicate, it is not always a secure means of communication and thus, confidentiality may be compromised. As an alternative, we recommend using our Client Portal ("Portal") to transmit documents. Portal allows you, us, and other involved entities to upload and download documents in a secure location. You agree to the use of email, Portal, and other electronic methods to transmit and receive information, including confidential information between the Firm, the Town, and other third-party providers utilized by either party in connection with the engagement.

Subpoenas

In the event we are requested or authorized by you or required by government regulation, subpoena, or other legal process to produce our working papers or our personnel as witnesses with respect to our engagement for you, you will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expense, as well as the fees and expenses of our counsel, incurred in responding to such a request at standard billing rates.

Dispute resolution procedures

If any dispute, controversy, or claim arises in connection with the performance or breach of this agreement, either party may, on written notice to the other party, request that the matter be mediated. Such mediation would be conducted by a mediator acceptable to both parties. Both parties would exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute, controversy, or claim.

Waiver of Trial by Jury

In the event the parties are unable to successfully mediate any dispute, controversy, or claim, the parties agree to WAIVE TRIAL BY JURY and agree that the court will hear any matter without a jury.

Independent Contractor

Each Party is an independent contractor with respect to the other and shall not be construed as having a trustee, joint venture, agency, or fiduciary relationship.

TERMS AND CONDITIONS SUPPORTING FEE

The estimated fees set forth in the attached engagement letter are based on anticipated full cooperation from the Town's personnel, timely delivery of requested audit schedules and supporting information, timely communication of all significant accounting and financial reporting matters, the assumption that unexpected circumstances will not be encountered during the audit, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. We strive to ensure that we have the right professionals scheduled on each engagement. As a result, sudden Town requested scheduling changes or scheduling changes necessitated by the agreed information not being ready on the agreed-upon dates can result in expensive downtime for our professionals. Any last minute schedule changes that result in downtime for our professionals could result in additional fees. Our estimated fee does not include assistance in bookkeeping or other accounting services not previously described. If for any reason the Town is unable to provide such schedules, information, and assistance, the Firm and the Town will mutually revise the fee to reflect additional services, if any, required of us to achieve these objectives.

The estimated fees contemplate that the Town will provide adequate documentation of its systems and controls related to significant transaction cycles and audit areas.

In providing our services, we will consult with the Town with respect to matters of accounting, financial reporting or other significant business issues as permitted by professional standards. Accordingly, time necessary to effect a reasonable amount of such consultation is reflected in our fee. However, should a matter require research, consultation or audit work beyond that amount, the Firm and the Town will agree to an appropriate revision in our fee.

The estimated fees are based on auditing and accounting standards effective as of the date of this engagement letter and known to apply to the Town at this time, but do not include any time related to the application of new auditing or accounting standards that impact the Town for the first time. If new auditing or accounting standards are issued subsequent to the date of this letter and are effective for the period under audit, we will estimate the impact of any such standard on the nature, timing, and extent of our planned audit procedures and will communicate with the Town concerning the scope of the additional procedures and the estimated fees.

The Town agrees to pay all costs of collection (including reasonable attorneys' fees) that the Firm may incur in connection with the collection of unpaid invoices. In the event of nonpayment of any invoice rendered by us, we retain the right to (a) suspend the performance of our services, (b) change the payment conditions under this engagement letter, or (c) terminate our services. If we elect to suspend our services, such services will not be resumed until your account is paid. If we elect to terminate our services for nonpayment, the Town will be obligated to compensate us for all time expended and reimburse us for all expenses through the date of termination.

This engagement letter sets forth the entire understanding between the Town and the Firm regarding the services described herein and supersedes any previous proposals, correspondence, and understandings whether written or oral. Any subsequent changes to the terms of this letter, other than additional billings, will be rendered in writing and shall be executed by both parties. Should any portion of this engagement letter be ruled invalid, it is agreed that such invalidity will not affect any of the remaining portions.

System Review Report

January 10, 2017

To the Partners of Cherry Bekaert LLP
And the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Cherry Bekaert LLP (the firm), applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*; audits of employee benefit plans, audits performed under FDICIA, and examinations of service organizations [Service Organizations Control (SOC) 1 and SOC 2 engagements].

In our opinion, the system of quality control for the accounting and auditing practice of Cherry Bekaert LLP, applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Cherry Bekaert LLP has received a peer review rating of *pass*.

EisnerAmper LLP
EisnerAmper LLP
Iselin, NJ



Peer Review Program

Administered by the National Peer Review Committee

American Institute of CPAs
220 Leigh Farm Road
Durham, NC 27707-8110

January 13, 2017

Howard Joseph Kies
Cherry Bekaert LLP
200 S 10th St Ste 900
Richmond, VA 23219

Dear Mr. Kies:

It is my pleasure to notify you that on January 12, 2017 the National Peer Review Committee accepted the report on the most recent system peer review of your firm. The due date for your next review is October 31, 2019. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Sincerely,

Michael Fawley
Chair—National PRC
nprc@aicpa.org 919 4024502

cc: Marc T. Fogarty; Raymond R Quintin

Firm Number: 10011816

Review Number 451036

Letter ID: 1139057A

CONTRACT TO AUDIT ACCOUNTS

Of Town of Angier, North Carolina
Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

On this 18th day of April, 2018,

Auditor: Cherry Bekaert LLP Auditor Mailing Address: _____

2626 Glenwood Avenue, Suite 200, Raleigh, North Carolina 27608 Hereinafter referred to as The Auditor
 and Board of Commissioners (Governing Board(s)) of Town of Angier, North Carolina
 (Primary Government)
 and N/A; hereinafter referred to as the Governmental Unit(s), agree as follows:
 (Discretely Presented Component Unit)

1. The Auditor shall audit all statements and disclosures required by accounting principles generally accepted in the United States of America (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning July 1, 2017, and ending June 30, 2018. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with auditing standards generally accepted in the United States of America. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board). **County and Multi-County Health Departments:** The Office of State Auditor (OSA) will require Auditors of these Governmental Units to perform agreed upon procedures (AUPs) on eligibility determination on certain programs. Both Auditor and Governmental Unit agree that Auditor shall complete and report on these AUPs on Eligibility Determination as required by OSA and in accordance with the instructions and timeline provided by OSA.
3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's Auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unqualified opinion being rendered. If during the process of conducting the audit the Auditor determines that it will not be possible to render an unqualified opinion on the financial statements of the unit, the Auditor shall contact the SLGFD staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

Contract to Audit Accounts (cont.) Town of Angier, North Carolina

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract. **If the audit firm received a peer review rating other than pass**, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to Government Accounting Standards or if financial statements are not prepared in accordance with GAAP and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the SLGFD within four months of fiscal year end.
Audit report is due on October 31, 2018. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. **Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC.** (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoices shall be sent via upload through the current portal address: <http://nctreasurer.slgfd.leapfile.net> Subject line should read "Invoice – [Unit Name]. The PDF invoice marked 'approved' with approval date shall be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. In consideration of the satisfactory performance of the provisions of this contract, the Primary Government shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. (Note: **Fees listed on Fees page.**) This does not include fees for any Pre-Issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item #12).
10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall submit to the SLGFD either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue

Contract to Audit Accounts (cont.) Town of Angier, North Carolina

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

bond rate covenant. Additionally, the Auditor shall submit to the SLGFD simultaneously with the Governmental Unit's audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the fiscal year end.
12. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit shall not be billed for the pre-issuance review. The pre-issuance review shall be performed **prior** to the completed audit being submitted to the SLGFD. The pre-issuance review report shall accompany the audit report upon submission to the SLGFD.
13. The Auditor shall electronically submit the report of audit to the SLGFD as a text-based PDF file when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the SLGFD by any interested parties. **Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit report Reissuance form.** These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings, by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit without subsequent consent of the Auditor. If the SLGFD determines that corrections need to be made to the Governmental Unit's financial statements, those corrections shall be provided within three days of notification unless another deadline is agreed to by the SLGFD.

If the OSA designates certain programs to be audited as major programs, as discussed in item #2, a turnaround document and a representation letter addressed to the OSA shall be submitted to the SLGFD.

The SLGFD's process for submitting contracts, audit reports and invoices is subject to change. Auditors shall use the submission process in effect at the time of submission. The most current instructions will be found on our website: <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.
15. If an approved contract needs to be amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee. This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted through the audit contract portal to the Secretary of the LGC for approval. The portal address to upload the amended contract is <http://nctreasurer.slgfd.leapfile.net> No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

Contract to Audit Accounts (cont.) Town of Angier, North Carolina

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

16. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit shall be attached to the contract, and by reference here becomes part of the contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item #23 of this contract. Engagement letters containing indemnification clauses shall not be accepted by the SLGFD.
 17. Special provisions should be limited. Please list any special provisions in an attachment.
 18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.
 19. The contract shall be executed, pre-audited, physically signed by all parties including Governmental Unit and the Auditor and then submitted in PDF format to the Secretary of the LGC. The current portal address to upload the contractual documents is <http://nctreasurer.slgfd.leapfile.net>. Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of November 2017. These instructions are subject to change. Please check the NC Treasurer's web site at <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx> for the most recent instructions.
 20. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. **The audit should not be started before the contract is approved.**
 21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
 22. **E-Verify.** Auditor **shall comply** with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor **shall require** such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
 23. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item #16 for clarification).
-
-

SIGNATURE PAGES FOLLOW FEES PAGE

Contract to Audit Accounts (cont.) Town of Angier, North Carolina

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

FEES – PRIMARY GOVERNMENT

AUDIT: \$ \$20,000

WRITING FINANCIAL STATEMENTS: \$ \$5,000

ALL OTHER NON-ATTEST SERVICES: \$ n/a

For all non-attest services the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a “significant threat” requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ \$18,750

**** NA if there is to be no interim billing**

FEES – DPCU (IF APPLICABLE)

AUDIT: \$ N/A

WRITING FINANCIAL STATEMENTS: \$ N/A

ALL OTHER NON-ATTEST SERVICES: \$ N/A

For all non-attest services the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a “significant threat” requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ N/A

**** NA if there is to be no interim billing**

Contract to Audit Accounts (cont.) Town of Angier, North Carolina

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

Audit Firm Signature:

Cherry Bekaert LLP

Name of Audit Firm

By April Adams

Authorized Audit firm representative name; Type or print

Signature of authorized audit firm representative

Date April 18, 2018

aadams@cbh.com

Email Address of Audit Firm

Governmental Unit Signatures:

Town of Angier, North Carolina

Name of Primary Government

By _____

Mayor / Chairperson; Type or print name and title

Signature of Mayor/Chairperson of governing board

Date _____

By N/A

Chair of Audit Committee - Type or print name

Signature of Audit Committee Chairperson

Date N/A

*** If Governmental Unit has no audit committee, mark this section "N/A"*

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

By _____

Primary Government Unit Finance Officer:

Type or print name

Primary Government Finance Officer Signature

Date _____

*(Pre-audit Certificate **must be dated.**)*

Email Address of Finance Officer

**Date Primary Government Governing Body
Approved Audit Contract - G.S. 159-34(a)**

*****Please provide us the most current email addresses available as we use this information to update our contact database*****

Contract to Audit Accounts (cont.) Town of Angier, North Carolina
Primary Government Unit
N/A
Discretely Presented Component Unit (DPCU) if applicable

**** This page to only be completed by Discretely Presented Component Units If Applicable ****

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

DPCU Governmental Unit Signatures:

N/A

Name of Discretely Presented Component Unit

By N/A

DPCU Board Chairperson: Type or print name and title

Signature of Chairperson of DPCU governing board

Date N/A

By N/A

Chair of Audit Committee - Type or print name

Signature of Audit Committee Chairperson

Date N/A

**** If Governmental Unit has no audit committee, mark this section "N/A"**

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

By N/A

DPCU Finance Officer:

Type or print name

DPCU Finance Officer Signature

Date N/A

*(Pre-audit Certificate **must be dated.**)*

N/A

Email Address of Finance Officer

Date DPCU Governing Body Approved Audit Contract - G.S. 159-34(a)

N/A

*****Please provide us the most current email addresses available as we use this information to update our contact database*****

Contract to Audit Accounts (cont.) Town of Angier, North Carolina

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

Steps to Completing the Audit Contract

1. Complete the header information – If a DPCU is subject to the audit requirements found in the Local Government Budget and Fiscal Control Act and a separate report is being issued for that DPCU, a separate audit contract for the DPCU is required. If a separate report is not being issued for the DPCU – it is being included in the Primary Government’s audit – the DPCU shall be named with the Primary Government on the audit contract for the Primary Government. The Board Chairperson of the DPCU shall sign the audit contract in addition to the elected leader of the Primary Government.
2. Item No. 1 – Complete the period covered by the audit
3. Item No. 6 – Fill in the audit due date. For Governmental Unit (s), the contract due date can be no later than 4 months after the end of the fiscal year, even though amended contracts may not be required until a later date.
4. Item No. 8 – If the process for invoice approval instructions changed, the Auditor should make sure he and his administrative staff are familiar with the current process. Instructions for each process can be found at the following link. <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>
5. Item No. 9 –Please note that the new fee section has been moved to page 5.
6. Item No. 16 – Has the engagement letter been attached to the contract that is being submitted to SLGFD?
 - a. Do the terms and fees specified in the engagement letter agree with the Audit contract? *“In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence.”*
 - b. Does the engagement letter contain an indemnification clause? **The audit contract shall not be approved if there is an indemnification clause – refer to LGC Memo # 986.**
7. Complete the fee section for BOTH the Primary Government and the DPCU (if applicable) on the fees page; please note:
 - The cap on interim payments is 75% of the current audit fee for services rendered if the contracted fee amount is a fixed amount. If any part of the fee is variable, interim payments are limited to 75% of the prior year’s total audit fee. If the contract fee is partially variable, we shall compare the authorized interim payment on the contract to 75% of last year’s actual approved total audit fee amount according to our records. There is a report of audit fees paid by each governmental unit on our web site: https://www.nctreasurer.com/slg/lfm/audit_acct/Pages/default.aspx select “audit fees”

Please call or email Lorna Hodge at 919-814-4299 lorna.hodge@nctreasurer.com if you have any questions about the fees on this list.

 - For variable fees for services, are the hourly rates or other rates clearly stated in detail? If issued separately in an addendum, has the separate page been acknowledged in writing by the Governmental Unit?

Contract to Audit Accounts (cont.) Town of Angier, North Carolina

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

- For fees for services that are a combination of fixed and variable fees, are the services to be provided for the fixed portion of the fee clearly stated? Are the hourly rates or other rates clearly stated for the variable portion of the fee? (Note: See previous bullet point regarding variable fees.)
 - If there is to be no interim billing, please indicate N/A instead of leaving the line blank.
8. Signature Area – There are now 2 Signature Pages: one for the Primary Government and one for the DPCU. Please only send the page(s) that are applicable to your Unit of Government and do not include the instructions pages. Make sure all signatures have been obtained, and properly dated. **The contract shall be approved by Governing Boards pursuant to G.S. 159-34(a).** If this contract includes the audit for a DPCU that is a Public Authority that falls under the Local Government Budget and Fiscal Control Act, it shall be named in this contract and the Board Chairperson of the DPCU also shall sign the contract in the area indicated. If the DPCU is filing a separate audit, a separate audit contract is required for that DPCU.
9. Please place the date the Primary Government's Governing Board and the DPCU's Governing Board (if applicable) approved the audit contract in the space provided.
- a. Please make sure that you provide email addresses for the audit firm and finance officer as these will be used to communicate official approval of the contract.
 - b. Has the pre-audit certificate for the Primary Government (and the DPCU if applicable) been signed and dated by the appropriate party?
 - c. Has the name and title of the Mayor or Chairperson of the Unit's Governing Board and the DPCU's Chairperson (if applicable) been typed or printed on the contract and has he/she signed in the correct area directly under the Auditor's signature?
10. If the Auditor is performing an audit under the yellow book or single audit rules, has year-end bookkeeping assistance been limited to those areas permitted under the revised GAO Independence Standards? Although not required, we encourage Governmental Units and Auditors to disclose the nature of these services in the contract or an engagement letter. Fees for these services should be shown in the space indicated on the fees page.
11. Has the most recently issued peer review report for the audit firm been included with the contract? This is required if the audit firm has received a new peer review report that has not yet been forwarded to us. The audit firm is only required to send the most current Peer Review report to us once – not multiple times.
12. After all the signatures have been obtained and the contract is complete, please convert the contract and all other supporting documentation to PDF. **When submitting for approval combine and send the documents as one PDF file to include the Audit contract, any applicable addendums, the engagement letter and Peer Review Report.** Submit these documents using the most current submission process which can be obtained at the NC Treasurer's web site
<https://www.nctreasurer.com/slg/Audit%20Forms%20and%20Resources/Instructions%20for%20Contract%20Submission.pdf>
13. If an audit cannot be completed by the due date, the Auditor or Governmental Unit shall file an Amended Contract form (Amended LGC-205). This form shall be signed by the Governmental Unit representative and the Auditor. The explanation for the delay in completing the audit is part of this contract amendment form and shall be provided. The parties that signed the original audit contract shall sign the amended contract form as well. If the signing representatives are unable to sign the amended contract, please include an explanation for this in the submitted amended contract form.



Lewis W. Weatherspoon
Mayor

Michael McLaurin
Interim Town Manager

AGENDA ABSTRACT

DATE: May 1, 2018

**Item: 8
Manager's Report**

SUBJECT: Manager's Report

We are rapidly approaching the end of the fiscal year. Between now and June 30th we will need to focus on getting the budget completed and contracting with an Executive Search Firm to lead the recruitment and selection of a new town manager.

The steps remaining in the completion of next year's budget include:

- Final review by the Interim Town Manager and Interim Finance Director
- Schedule and present the budget to the Board – Under state law the budget must be presented by June 1st.
- Schedule and hold a public hearing
- Deliberate and approve the budget
- Update our financial system up with the new budget figures

It is also my hope that we will complete the selection of an Executive Search Firm by June 30th. The steps needed include:

- Issue Request for Letters of Interest to the initial search firms identified in the workshop
- Receive Letters of Interest, evaluate and schedule interviews with 2-3 firms
- Interview the 2-3 firms and make a decision
- Develop an approve a contract

As you can see, there is a lot of work which must be done. I am asking that the board try to keep its calendar flexible during these next two months. We are working to develop a master schedule for both of these items in order that we can go ahead and schedule the needed meetings.

Other things I wanted to make sure you are aware include:

- We have asked NC DOT to meet with staff to examine and consider implementing pedestrian safety enhancements in the downtown area.



Lewis W. Weatherspoon
Mayor

Michael McLaurin
Interim Town Manager

- The Mayor and I have visited with the Mayor and City Manager of Benson to discuss their golf cart ordinance and IT enhancements, Campbell University to discuss partnership opportunities, Century Link to discuss broadband and Harnett County Economic Development.
- The Parks and Recreation Director is evaluating options to address some soil erosion conditions at the lake in Jack Marley Park.
- The Planning, Public Works and Engineering are working on various development issues.
- The NC League of Municipalities is coordinating the Town and State Dinner on May 29th in Raleigh. If you are interested in attending, please notify Town Clerk Veronica Hardaway.
- The Library will be holding its book sale in the board room during the week of May 14th.



Lewis W. Weatherspoon
Mayor

Michael McLaurin
Interim Town Manager

AGENDA ABSTRACT

DATE: May 1, 2018

Item: 9
Mayor/Town Board Reports

SUBJECT: Mayor and Town Board Reports

Closed Session pursuant to G.S. 143-318.11 (a) (3) to consult with the Town Attorney in order to preserve the attorney-client privilege between the attorney and public body.

Manager's Comments:



Lewis W. Weatherspoon
Mayor

Michael McLaurin
Interim Town Manager

AGENDA ABSTRACT

DATE: May 1, 2018

**Item: 10
Staff Reports and
Informational Items**

SUBJECT: Staff Reports and Informational Items

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

Manager's Comments:

Town of Angier
Financial Summary Report
as of April 23, 2018

General Fund

	Annual Budget	Actual to Date	Y-T-D % Collected	Statement Period 10	Variance
Revenues:					
Ad valorem taxes	\$ 1,676,663	\$ 1,649,375	98.37%	83.33%	15.04%
Vehicle & Privilege Licenses	14,000	14,844	106.03%	83.33%	22.70%
Local Option Sales Tax	670,000	454,628	67.85%	83.33%	-15.48%
Other taxes	506,650	289,543	57.15%	83.33%	-26.18%
State grant revenue	-	76		83.33%	-83.33%
Permits and fees	386,700	346,508	89.61%	83.33%	6.27%
Recreation department fees	46,500	46,015	98.96%	83.33%	15.62%
Investment earnings	8,500	15,622	183.79%	83.33%	100.46%
Other general revenues	413,696	348,571	84.26%	83.33%	0.92%
Transfer from Water/Sewer	-	-	0.00%	83.33%	-83.33%
Fund Balance Appropriated	26,580				
Total revenues	\$ 3,749,289	\$ 3,165,183	84.42%	83.33%	1.09%

	Annual Budget	Actual to Date	Unpaid Purchase Orders	Total Committed	Y-T-D % Expended	Statement Period 10	Variance
Expenditures:							
Administrative	\$ 941,275	595,192	\$ -	595,191.95	63.23%	83.33%	20.10%
Public safety	1,110,678	835,595	-	835,595.10	75.23%	83.33%	8.10%
Streets	652,446	514,236	4,120	518,356.34	78.82%	83.33%	4.52%
Planning	117,042	93,481	-	93,481.27	79.87%	83.33%	3.46%
Library	168,377	115,603	-	115,603.29	68.66%	83.33%	14.68%
Recreation	287,746	182,926	-	182,926.30	63.57%	83.33%	19.76%
Depot	68,000	47,323	4,850	52,173.21	69.59%	83.33%	13.74%
Debt service:							
Principal	148,431	130,397	-	130,397.48	87.85%	83.33%	-4.52%
Interest and fees	22,000	21,031	-	21,030.77	95.59%	83.33%	-12.26%
Interfund Transfers:							
NC 210 Sidewalk Project	-	-	-	-	0.00%	83.33%	0.00%
Lillington/Willow/Roy Street Project	-	-	-	-	0.00%	83.33%	0.00%
Dora/Poplar Sidewalk Project	-	-	-	-	0.00%	83.33%	0.00%
Parks & Recreation	233,294	-	-	-	0.00%	83.33%	0.00%
Hwy 210/Hwy 55 Sidewalk Project	-	-	-	-	0.00%	83.33%	0.00%
Total expenditures	\$ 3,749,289	\$ 2,535,786	\$ 8,970	\$2,544,755.71	67.63%	83.33%	15.70%
Excess(deficiency) of revenues over (under) expenditures				629,397			

Town of Angier
Financial Summary Report
as of April 23, 2018

Water/Sewer Fund

	Annual Budget	Actual to Date	Y-T-D %		Statement	
			Collected	Period	Variance	
Revenues:				10		
Water Sales	\$ 1,188,000	\$ 799,938	67.33%	83.33%	-16.00%	
Sewer Sales	960,000	736,405	76.71%	83.33%	-6.62%	
Investment earnings	2,500	2,499	99.95%	83.33%	16.62%	
Other operating revenues	324,680	339,770	104.65%	83.33%	21.31%	
Fund Balance Appropriated	315,294	-				
Total revenues	\$ 2,790,474	\$ 1,878,612	67.32%	83.33%	16.01%	
Expenditures:			Unpaid Purchase Orders	Total Committed	Y-T-D % Expended	Statement Period
	Annual Budget	Actual to Date				10
Water Operations	\$ 1,502,306	\$ 1,191,432	\$ 6,612	\$ 1,198,045	79.31%	83.33%
Sewer Operations	440,676	282,001	17,183	299,184	63.99%	83.33%
Smith Drive Regional Pump Station	388,800	216,650	9,540	226,190	55.72%	83.33%
Lagoon	58,710	42,855	9,540	52,395	72.99%	83.33%
Debt Service:						
Principal	188,487	43,382	-	43,382	23.02%	83.33%
Debt Service Reserve	15,731	-	-	-	0.00%	83.33%
Interest	195,764	22,160	-	22,160	11.32%	83.33%
Transfers	-	-	-	-		0.00%
Total expenditures	\$ 2,790,474	\$ 1,798,480	\$ 42,876	\$ 1,841,355	64.45%	83.33%
						18.88%

Town of Angier
Financial Summary Report
as of April 23, 2018

Powell Bill

Revenues:

	<u>Annual Budget</u>	<u>Actual to Date</u>	<u>Y-T-D % Collected</u>
State Aid-Street	\$ 140,050	\$ 140,043	99.99%
Investment Earnings	100	92	92.46%
Transfer from Water/Sewer	-	-	
FEMA Grant	-	-	
Fund Balance Appropriated	166,850	-	
Total revenues	\$ 307,000	\$ 140,135	45.65%

Expenditures:

	<u>Annual Budget</u>	<u>Actual to Date</u>	<u>Unpaid Purchase Orders</u>	<u>Total Committed</u>	<u>Y-T-D % Expended</u>
Professional Fees	\$ -	\$ -	-	-	0.00%
Equipment Maintenance	6,000	3,233	-	3,233	53.89%
Fuel	1,000	-	-	-	0.00%
Materials	10,000	9,137	1,142	10,279	91.37%
Contracted Services	290,000	-	-	-	0.00%
Capital Outlay	-	-	-	-	0.00%
Total expenditures	\$ 307,000	\$ 12,370	\$ 1,142	\$ 13,512	4.03%

Memo

To: Mike McLaurin, Interim Town Manager
From: Bill Dreitzler, P.E., Town Engineer
Date: April 24, 2018
Re: May 2018 BOC Meeting - Engineer's Staff Report

Please consider my staff report for the scheduled May 1st, 2018 Board of Commissioners meeting:

Hwy 210 Sidewalk Extension Project

The design engineering phase is moving forward. The contractor has submitted the 65% design plans for our internal review. The 65% phase also includes submittal and review by NCDOT. We are still waiting on NCDOT's comments for the 65% review. I have contacted Richie Hines, NCDOT and he is looking into the status of the State's review. The public meeting has been scheduled for Thursday, April 26, 2018 from 5 PM to 7 PM in the Commissioner's Chambers.

Kennebec Church Road Elevated Water Storage Tank

The construction phase of the project is moving forward. Remaining work includes electrical, piping, site work, tank disinfection, fencing and finally getting the tank on-line. The FAA has confirmed that we will not be required to include any obstruction markings on the tank. Completion is still anticipated for late April early May.

Wastewater Inflow/Infiltration Evaluation

I have completed a thorough assessment of the Inflow/Infiltration Study findings. I am recommending that we immediately proceed with video inspection of sanitary sewer lines tributary to PS #1 (Knollwood Court). This is a very small basin and I would anticipate the cost to be less than \$5,000. An estimate of any rehabilitation required once the video inspection is completed will be provided. **As an update, the tv inspection is completed and we are awaiting the video for review. In addition, we are evaluating the potential video inspection of approximately 13,000 linear feet of identified sewer lines.**

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.

Roadway Improvement Projects

Staff continues to work with NCDOT Division 6 on minor roadway improvement projects including:

- Hwy 55 and Williams Street Intersection Improvements
- Hwy 210 and Willow Street Turn Lane (park access)
- Hwy 210 Right Turn Lane Shift at Hwy 55
- Rawls Church Road Left Turn Lane at Hwy 55 Intersection

System Development Fees

Cecil Rhodes Envirolink, presented the System Development Fee Report to the Board at a workshop held on Tuesday, March 27, 2018. The final version was posted on the Town's website for public comment on April 9, 2018. There is a required 45-day public comment period that began on the day of posting. The 45-day period ends on May 23rd. Please note the following proposed schedule towards adoption:

- Advertise Public Hearing – Wednesday, May 16, 2018
- System Development Fee Public Hearing – May 29, 2018
- Adopt with Budget Rate and Fee Schedule – June 5, 2018

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

We will be submitting an application through the NC Division of Soil and Water Conservation. 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.

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,

A handwritten signature in dark ink, appearing to read "Bill Dreitzler". The signature is fluid and cursive, with a large, stylized "B" and "D".

Bill Dreitzler, P.E.
Town Engineer

Library Report for May 2018 Meeting

The Friends of the Library will be having a used book sale the week of May 14-18. Our Pre School Story Time will conclude on May 8th 2018. The Summer Reading Program will begin in June.
I have 2 part time positions available.

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

**MONTHLY REPORT
ANGIER PARKS & RECREATION
APRIL 24, 2018**

- BASEBALL, SOFTBALL AND TEE BALL GAMES HAVE BEGUN AND WILL CONTINUE THROUGH THE MIDDLE OF JUNE. WE HAVE 44 TEAMS THIS SEASON IN THE ANGIER PARKS AND RECREATION PROGRAM.
- THE BOOSTER CLUB HAD NEW FENCING INSTALLED DOWN BOTH FOUL LINES AT FIELD 4 AND FIELD 5. IT LOOKS MUCH BETTER AS THE OLD FENCING WAS BENT IN SEVERAL PLACES.
- WE WILL BE MULCHING THE LANDSCAPE BEDS AT JACK MARLEY PARK IN MAY.
- THE PARKING LOT, DRIVEWAYS AND THE ASPHALT WALKING TRAIL WILL BE SEAL COATED AND STRIPED MAY 29-JUNE 1.
- THE NEW CONCESSIONS, RESTROOMS, OFFICE AND STORAGE BUILDING HAS BEEN COMPLETED. WE ARE CURRENTLY WAITING ON DUKE ENERGY TO INSTALL METER SO WE CAN GET FINAL CO. WE ARE HOPING TO MOVE IN AS SOON AS THAT HAPPENS.

Planning and Inspections Department

April 2018

Total Permits Issued: **20**

Building Inspections Performed: **76**

New Construction - Residential: **5**

New Construction - Commercial: **0**

Total Fees Collected: **\$ 5,866.75**

Permits Issued - 2018:

New Construction - Residential: **16**

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

Permits Issued - 2017-2018 Fiscal Year (July 1, 2017 – Present):

New Construction - Single Family Dwelling: **38**

New Construction - Commercial: **2**

Total Fees Collected: **\$ 80,388.50**

*****All Data As of 4/24/18*****



Bobby Hallman
Chief of Police

Angier Police Department

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

Angier, North Carolina 27501

Office (919) 639-7054

Date April 24, 2018

To: Management

From: Bobby Hallman

Subject: April Police Activities

Statistical Data

Police activities for the month of April were 2,322 Calls for Service/Officer initiated activities. Officers investigated 22 incidents involving 31 offenses. Out of the offenses committed 7 People were arrested on 13 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 14 citations being issued totaling 20 charges as opposed to 7 citations totaling 12 charges in March. There were also 8 traffic accidents investigated during this period, 11 less than the previous month. Also, 70% of traffic crashes reported were PVA crashes.

Other Police Activities

Officers completed 1,688 security checks, 73 business contacts, 404 subdivision checks. The department formed a relationship with New Direction Youth and Family Services. We will partner with them, in an effort to assist our at risk youth in our community.

Activity Detail Summary (by Category)

Angier Police Department
(04/01/2018 - 04/24/2018)

Incident\Investigations

0511 - Breaking and Entering	4
0630 - Larceny - Shoplifting	2
0640 - Larceny - From Motor Vehicle	2
0660 - Larceny - From Buildings	1
0690 - Larceny - All Other Larceny	4
0710 - Motor Vehicle Theft - Automobile	1
1400 - Criminal Damage to Property (Vandalism)	3
1530 - Possessing/Concealing Weapons	1
1834 - Drug Violations - Equipment/Paraphernalia - Possessing/Concealing	2
1891 - Felony Possession of Controlled Substance	2
1892 - Misd. Possession of Controlled Substance	2
1895 - Sell or Deliver Controlled Substance	1
2214 - Using/Consuming - Tax Paid Liquor	1
2640 - Contempt of Court, Perjury, Court Violations	1
2690 - All Other Offenses	2
9910 - Calls for Service	2
Total Offenses	31
Total Incidents	22

Arrests

0630 - Larceny - Shoplifting	1
1530 - Possessing/Concealing Weapons	1
1834 - Drug Violations - Equipment/Paraphernalia - Possessing/Concealing	2
1891 - Felony Possession of Controlled Substance	2
1892 - Misd. Possession of Controlled Substance	1
2214 - Using/Consuming - Tax Paid Liquor	1
2640 - Contempt of Court, Perjury, Court Violations	1
2690 - All Other Offenses	4
Total Charges	13
Total Arrests	7

Activity Detail Summary (by Category)

Angier Police Department

(04/01/2018 - 04/24/2018)

Accidents

Total Accidents	0
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Citations

Driving While License Revoked	4
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Failure To Stop (Stop Sign/Flashing Red Light)	1
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No Operator License	2
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Other (Infraction)	5
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Speeding (Infraction)	2
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Secondary Charge	6
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Total Charges	20
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Total Citations	14
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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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Call Log Call Type Summary

Angier Police Department

04/01/2018 - 04/24/2018

<No Call Type Specified>	3	911 Hang Up - 911 Hang Up	9
Alarm Activation - Alarm Activation	13	Animal Complaint - Animal Complaint	4
Assist EMS - Assist EMS	3	Assist Fire - Assist Fire Department	1
Assist Motorist - Assist Motorist	7	Breaking and Entering - Breaking and Entering	3
Business Walk Thru - Business Walk Thru	73	Careless and Reckless Vehicle - Careless and Reckless Vehilce	1
Communicate Threats - Communicate Threats	2	Crash - Traffic Accident	8
Direct Traffic - Direct Traffic	2	Disturbance - Disturbance	9
DOA - Dead On Arrival	1	Domestic Dispute - Domestic Dispute	3
Drug Activity - Drug Activity	2	Escort - Escort	11
Fight - Fight	1	Follow Up - Follow Up	2
Foot Patrol - Foot Patrol	2	Fraud - Fraud	2
Juvenile Complaint - Juvenile Complaint	1	Larceny - Larceny	4
Mental Subject - Mental Subject	2	Missing Person - Missing Person	1
Other Call - Other Call Not Listed	3	Property Damage - Property Damage	6
Security Check - Security Check	1,688	Shoplifting Complaint - Shoplifting Complaint	1
Special Assignment - Special Assignment (Off Duty, Overtime, Festival, Parade, Etc.)	1	Stand-By - Stand-By	1
Stolen Vehicle - Stolen Vehicle	1	Subdivision Check - Subdivision Check	404
Suspicious Activity - Suspicious Activity	7	Suspicious Person - Suspicious Person	1
Traffic Checkpoint - Traffic Checkpoint	2	Traffic Stop - Traffic Stop	11
Trespassing - Trespassing	1	TWO - Talk With Officer	6
Unauthorized Use of Motor Vehicle - Unauthorized Use of Motor Vehicle	2	Under Cover Buy - Under Cover Buy	1
Warrant Service - Warrant Service	8	Welfare Check - Welfare Check	8

Total Number Of Calls: 2,322



Town of Angier

www.angier.org

Lewis Weatherspoon
Mayor

Michael McLaurin
Interim Town Manager

Veronica Hardaway
Town Clerk

Public Works Report: May 1, 2018

- The resurfacing of Town streets will begin in June.
- Water Tank Update:

The contractor will be installing the waterline to the tank as well as the electric.

Phoenix Fabricators will be giving an updated schedule and will be passed along to the Board.



Lewis W. Weatherspoon
Mayor

Michael McLaurin
Interim Town Manager

AGENDA ABSTRACT

DATE: May 1, 2018

**Item: 11
Adjournment**

SUBJECT: Adjournment

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

Manager's Comments: