



BOARD OF COMMISSIONERS REGULAR MEETING AGENDA

Tuesday, June 4, 2019

7:00 PM

Location: 28 N Raleigh Street, Angier, NC 27501

Call to Order

Pledge of Allegiance

Invocation

Approval of Agenda

Presentations

Public Comment

Public Hearing

1. Annexation Petition

a. A petition for Annexation for the property located off Gardner Road inclusive to Harnett County of Parcel PINs#: 0673-42-7003; 0673-52-1506; 0673-52-3849; and 0673-52-4376. A sufficiency of the Petition and a Certification of Results were issued in May; a Date to Set the Public Hearing for tonight was approved in May and advertised appropriately. Following the required Public Hearing, the Town Board will be qualified to consider the Adoption of an Ordinance to Annex the property.

- 2. Rezoning Request** – applicant KBNK Holdings, LLC submitted a request to rezone four parcels of land from RA-30 to R-10 located off Gardner Road totaling approximately 36.8 acres.

Consent Agenda Items

1. Approval of Minutes:

- a. May 7, 2019 – Regular Meeting
- b. May 21, 2019 – Work Session Meeting

2. Appointment of Finance Officer

- a. Consideration and approval to appoint Town Manager Gerry Vincent as Finance Officer until a Finance Director is hired.

3. Board Rules of Procedure

- a. Consideration and approval to adopt updated suggested rules of procedure recommended by the UNC School of Government.

Business Items

- 1. Manager's Recommended Proposed Budget for the Town of Angier's 2019-2020 Fiscal Year.**
- 2. Audit Contract and Engagement Letter with Cherry Bekaert LLP for FY2018-19 Annual Audit**
- 3. Dumpster Screening Ordinance/Policy**
- 4. Consideration to sell Town Property**

Town Manager's Report

- **Department Reports (Informational Items included in Agenda packets)**
- **Manager's Budget Message**

Mayor & Town Board Comments

Adjourn

PUBLIC HEARINGS



Board of Commissioners Agenda Report

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

MEETING DATE: June 4, 2019
PREPARED BY: Veronica Hardaway
ISSUE Public Hearing Petition for Annexing property located off Gardner Road
CONSIDERED:
DEPARTMENT: Administration

SUMMARY OF ISSUE:

A Public Hearing regarding a petition for property located off Gardner Road inclusive to Harnett County Parcel PINs: 0673-42-7003; 0673-52-1506; 0673-52-3849; and 0673-52-4376. A sufficiency of the Petition and a Certification of Results were issued in May; a Date to Set the Public Hearing for tonight was approved in May and advertised appropriately. Following the Public Hearing, the Town Board will be qualified to consider the Adoption of an Ordinance to Annex the above stated property.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends adoption of an Ordinance to Annex the property located off Gardner Road.

REQUESTED MOTION:

"I move to adopt an Ordinance to Extend the Corporate Limits of the Town of Angier"

REVIEWED BY TOWN MANAGER:

Attachments:

- 1 Ordinance to Extend Corporate Limits of the Town



Town of Angier

Lewis W. Weatherspoon
Mayor

Gerry Vincent
Town Manager

Ordinance No.: ORD004-2019

Date Adopted: June 4, 2019

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

WHEREAS, the Town of Angier Board of Commissioners has been petitioned under N.C. General Statute § 160A – 58.1 by property owners KBNK Holdings, LLC, on March 16, 2019, to annex the area described in said petition and inclusive of Harnett County portion of Parcel (PIN#s: 0673-42-7003; 0673-52-1506; 0673-52-3849; and 0673-52-4376) described below; and,

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

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

WHEREAS, there has been a Public Hearing on the question of this annexation, which has taken place on Tuesday, June 4, 2019, at or shortly thereafter 7 p.m. inside the Angier Municipal Building Board Room, after due notice by publication in the *Daily Record* on May 15, 2019 and May 22, 2019; and,

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

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

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

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

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

Section 1. By virtue of the authority granted by N.C. General Statutes § 160A-58.2, the following described noncontiguous property is hereby annexed and made part of The Town of Angier, North Carolina, as of June 4, 2019;

Being more particularly described as follows:

LEGAL DESCRIPTION

Annexation into the Town of Angier

Boundary to includes Lot 1 as described in Map Number 2004-1274 and Lots 2, 3 and 4 as described in Map Number 2004-1276

All that tract or parcel of land lying in Town of Angier, Black River Township, Harnett County, North Carolina and being more particularly described as follows:

Beginning at an existing railroad spike in the centerline of SR 1509 (Gardner Road) said point being the common corner of Robert M. Cohen and Jan S. Wren as described in Deed Book 2725, Page 684 and Map Number 2004-688 and Lot 1 of KBNK Holdings, LLC as described in Deed Book 2441, Page 803 and Map Number 2004-1274 all of the Harnett County Registry, said point being further described as being located South 82 degrees 15 minutes 07 seconds East for a distance of 1559.24 feet from an existing nail in the intersection of said SR 1509 and SR 1510 (Matthews Mill Pond Road) and runs thence along the common line of said Cohen, Wrenn and KBNK Holdings, LLC North 26 degrees 34 minutes 57 seconds East for a distance of 410.26 feet to a point;

THENCE continuing along the common line of said Cohen, Wrenn and Lot 1 North 32 degrees 01 minutes 03 seconds West for a distance of 30.05 feet to a point;

THENCE continuing along the common line of said Cohen, Wrenn and Lot 1 North 27 degrees 12 minutes 53 seconds West for a distance of 139.86 feet to a point in the southern line of Lot 2 as described in Deed Book 2441, Page 803 and Map Number 2004-1276 both of the Harnett County Registry;

THENCE continuing along the common line of said Cohen, Wrenn and Lot 2 North 70 degrees 29 minutes 39 seconds West for a distance of 68.30 feet to a point;

THENCE continuing along the common line of said Cohen, Wrenn and Lot 2 North 07 degrees 16 minutes 45 seconds West for a distance of 471.38 feet to a point;

THENCE continuing along the common line of said Cohen, Wrenn and Lot 2 South 77 degrees 03 minutes 19 seconds West for a distance 132.02 feet to a point;

THENCE continuing along the common line of said Cohen, Wrenn and Lot 2 North 12 degrees 18 minutes 52 seconds West for a distance 261.48 feet to a point in the southern line of Roger H. Dupree and Jane A. Dupree as described in Deed Book 2192, Page 992;

THENCE continuing along the southern line of said Dupree South 89 degrees 10 minutes 11 seconds East for a distance 1883.69 feet to a point, said point being a common corner of said Dupree and Jay Anthony Powelson as described in Deed Book 3203, Page 88 and Plat Cabinet "F", Slide 226C and Clinton L. Adams as described in Deed Book 528, Page 185 and Map Number 2003-1071 and Lot 4 as described in Deed Book 2441, Page 803 and Map Number 2004-1276 all of the Harnett County Registry;

THENCE along the common line of said Adams and Lot 4 South 23 degrees 56 minutes 52 seconds West for a distance 1225.58 feet to a point in the northern line of Richard Eugene Hall and Beverly O'Briant Hall as described in Deed Book 982, Page 219 and Plat Cabinet "F", Slide 87D;

THENCE along the northern line of said Hall North 66 degrees 27 minutes 31 seconds West for a distance of 620.63 feet to a point;

THENCE along the western line of said Hall South 26 degrees 33 minutes 55 seconds West for a distance of 605.57 feet to a point in the centerline of said SR 1509;

THENCE along the centerline of said SR 1509 North 59 degrees 24 minutes 02 seconds West for a distance of 12.20 feet to a point;

THENCE continuing along the centerline of said SR 1509 North 58 degrees 32 minutes 36 seconds West for distance of 199.91 feet to a point;

THENCE continuing along the centerline of said SR 1509 North 58 degrees 24 minutes 08 seconds West for a distance of 129.53 feet to a point;

THENCE continuing along the centerline of said SR 1509 North 59 degrees 18 minutes 24 seconds West for a distance of 58.17 feet to the Point and Place of BEGINNING.

Together with a 60' Private Road as described in Map Number 2004-1274 and Map Number 2004-1276 both of the Harnett County Registry and subject to covenants, easements, and restrictions of record. Said property contains 36.187 Ac. Total more or less.

Section 2. Upon and after June 4, 2019, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in The Town of Angier and shall be entitled to the same privileges and benefits as other parts of The Town of Angier. Said territory shall be subject to municipal taxes according to General Statute § 160A-58-10.

Section 3. The Mayor of the Town of Angier, North Carolina, shall cause to be recorded in the office of the Registrar of Deeds of Harnett County, and in the office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1. above, together with a duly certified copy of this Ordinance. Such a map shall also be delivered

to the Harnett County Board of Elections, as required by N.C. General Statutes § 163-288.1.

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

Duly adopted by the Angier Board of Commissioners on this the 4th day of June, 2019, during their regularly scheduled monthly meeting.

ATTEST:

Lewis W. Weatherspoon, Mayor

Veronica Hardaway, Town Clerk

APPROVED AS TO
FORM:

Dan Hartzog Jr., Town Attorney



Board of Commissioners Agenda Report

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

MEETING DATE: June 4, 2019
PREPARED BY: Sean Johnson
ISSUE Rezoning Request
CONSIDERED:
DEPARTMENT: Planning & Inspections

SUMMARY OF ISSUE:

The Planning Department has received a rezoning application for 4 parcels on Gardner Road identified by Harnett PINs: 0673-42-7003.000, 0673-52-1506.000, 0673-52-3849.000, 0673-52-4376.000. Attached is the rezoning staff report detailing the proposed zoning district, uses allowed by that district, adjoining land uses and compliance with our 2017 Comp. Land Use Plan. The Planning Board recommended approval of the rezoning at their May 14th meeting.

FINANCIAL IMPACT: N/A

RECOMMENDATION:

Staff recommends approval of the requested rezoning based on the items mentioned in the staff evaluation in the rezoning staff report.

REQUESTED MOTION:

I move to approve/deny the rezoning of the parcels in question from RA-30 to R-10.

REVIEWED BY TOWN MANAGER:

Attachments:

Rezoning Staff Report



REZONING STAFF REPORT

File #: 2019-000078
Staff Contact: Sean Johnson
sjohnson@angier.org
(919) 331-6702

Planning Board: March 14, 2019

Public Hearing: June 4, 2019

Requesting Rezoning: RA-30 to R-10

Applicant Information

Owner of Record:

Name: KBNK Holdings, LLC
Address: 535 Hickorywood Blvd
City/State/Zip: Cary, NC 27519

Applicant:

Name: Same as Owner
Address:
City/State/Zip:

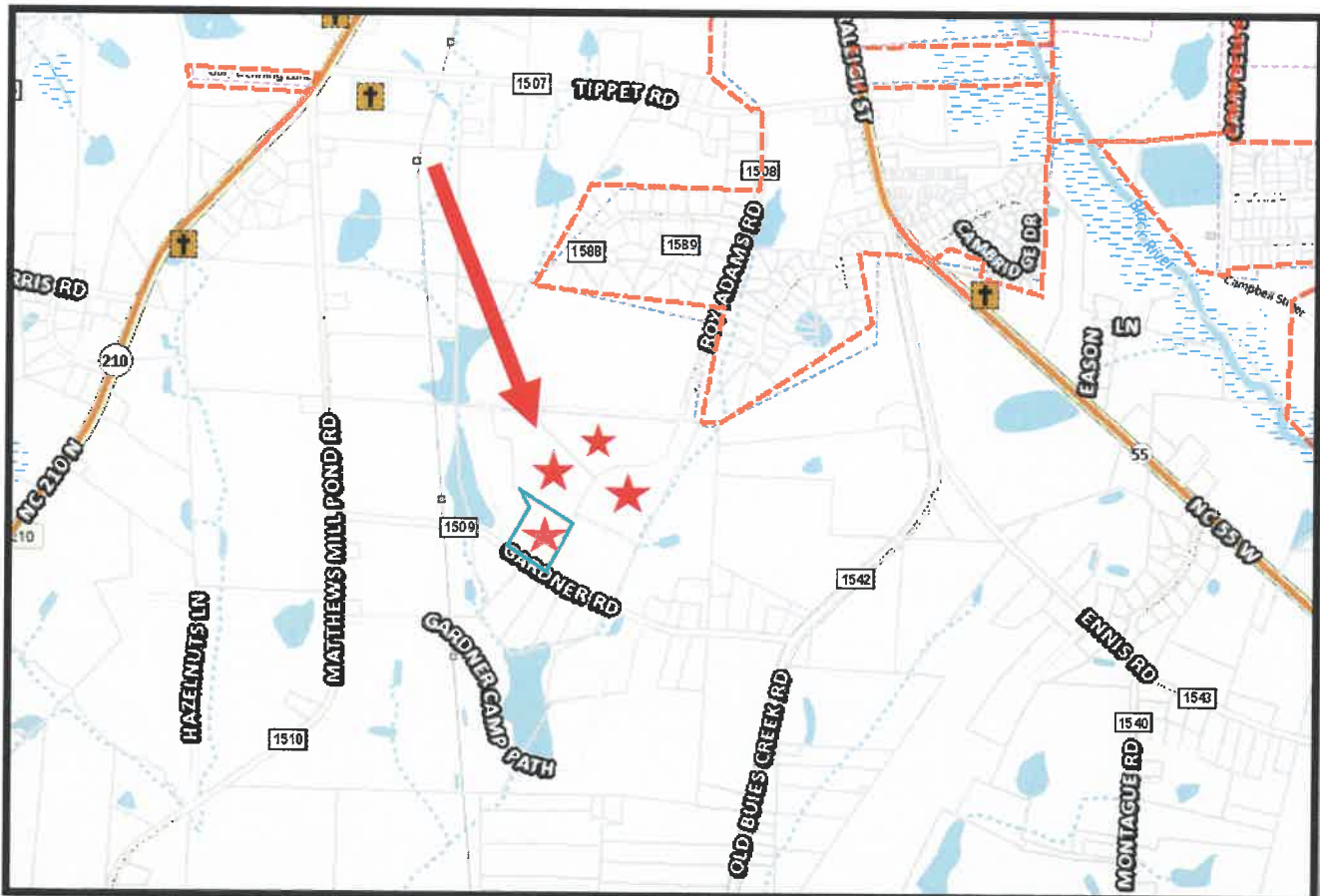
Property Description

PIN(s): 0673-42-7003.000, 0673-52-1506.000, 0673-52-3849.000,
0673-52-4376.000

Acreage: **36.817** Acres

Address: Gardner Road

Vicinity Map



Zoning District Compatibility



	CURRENT RA-30	REQUESTED R-10
Parks & Recreation Facilities	P	P
Single Family/Duplexes	P	P
Multi-Family		P
Schools	P	P
Offices & Services		
Retail Uses		
Churches		
Governmental Uses	P	P
Agriculture	P	P
Manufacturing Uses		

P=Permitted Use S=Special Use

Physical Characteristics



Site Description: The property is largely vacant and contains a horse barn on the parcel nearest to Gardner Road.

Surrounding Land Uses: Surrounding Land Uses include low density residential and agricultural uses.

Aerial Photograph (2017)

Services Available

Water:

- ☒ Public
- ☐ Private (Well)
- ☐ Other: Unverified

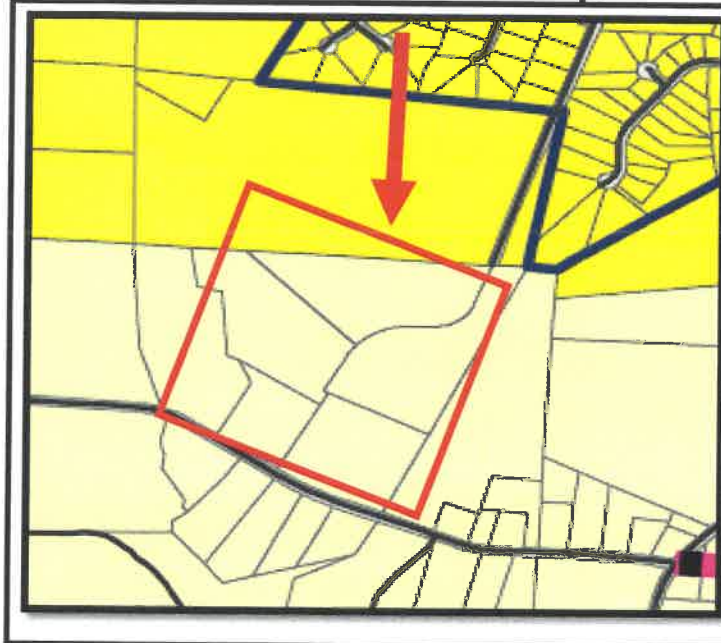
Sewer:

- ☒ Public
- ☐ Private (Septic Tank)
- ☐ Other: unverified

Transportation:

Access will be provided by Gardner Road and Roy Adams Road in the future

Land Use Classification Compatibility



Future Land Use Map (2017)

	REQUESTED ZONING R-10	LAND USE LDR
Parks & Rec Facilities	P	P
Detached Single Family	P	P
Multi-Family	P	
Churches	S	S
Schools	P	P
Professional Offices		
Retail Uses		
Restaurants		
Governmental Uses	P	P
Distribution		
Manufacturing Uses		

2017 Angier Comp. Land Use Plan: Low Density Residential

The Proposed Rezoning Is Not In Compliance With The Land Use Plan

Evaluation

- ☒ **Yes** ☐ No The IMPACT to the adjacent property owners and the surrounding community is reasonable, and the benefits of the rezoning outweigh any potential inconvenience or harm to the community.
REASONING: The requested zoning would allow for uses compatible with adjacent uses and for density similar to adjacent developments.
- ☐ Yes ☒ **No** The requested zoning district is COMPATIBLE with the existing Land Use Classification.
REASONING: The Land Use Plan calls for Low Density Residential, which is exceeded by the density allowed in the proposed district.
- ☒ **Yes** ☐ No The proposal does ENHANCE or maintain the public health, safety and general welfare.
REASONING: The rezoning would allow for uses compatible with surrounding uses.
- ☐ Yes ☒ **No** The request is for a SMALL SCALE REZONING and should be evaluated for reasonableness
REASONING: The uses allowed by the proposed rezoning are similar to that of adjacent parcels.

Suggested Statement-of-Consistency (Staff concludes that...)

The requested rezoning to R-10 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 this rezoning request be **APPROVED**.

Planning Board Recommendation

The Planning Board voted unanimously to **approve** the requested rezoning at their May 14, 2019 Planning Board meeting.

Attachments

☒ Original Rezoning Application



APPLICATION FOR ZONING CHANGE

Planning Department
55 N. Broad Street W.

P.O. Box 278
Angier, NC 27501

Phone: (919)-639-2071 Fax: (919) 639-6130

For Planning Department Use Only

Case Number: _____
Date Received: _____
Fee Paid: _____
Planning Board Mtg. _____
Town Board Mtg. _____

Applicant Information:

Owner of Record:

Name: KBNK Holdings LLC
Address: 535 HICKORYWOOD BLVD
City/State/Zip: CARY NC 27519
Phone: 919-434-1604
E-mail: SURESH-KOTA@hotmail.com
Fax: _____

Applicant:

Name: KBNK Holdings, LLC
Address: 535 HICKORYWOOD BLVD
City/State/Zip: CARY NC 27519
Phone: 919-434-1604
E-mail: SURESH-KOTA@hotmail.com
Fax: _____

Property Description:

PIN(S): 0673-42-7003-000
0673-52-1506-000 0673-52-4376-000
Tax Parcel ID: 040673 017506 05, 07, 08
Address: KT#1, Gardner Road Angier NC
Directions from Town Hall: _____

Acreage: 4.58 + 10.47 + 10.84 + 10.66
Acres = 36.55

Deed Book: 2441 Page: 0803
Plat Book: 2004 Page: 1274

Zoning Request:


Existing zoning: RA 30 Requested zoning: R10

Attachments:

- Written description of property from recorded deed
- Recorded map of property at scale of not less than one (1) inch = 200 feet
- Explanation of why the zoning change is requested, addressing applicable portions of Section 14.3 of the Unified Development Ordinance.

Signatures:

The undersigned applicant hereby certifies that, to the best of his or her knowledge and belief, all information supplied with this application is true and accurate:

	<u>03-16-19</u>		<u>03-16-19</u>
Property Owner Signature	Date	Authorized Agent Signature	Date

Requirements for Consideration:

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

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

CONSENT AGENDA

**Town of Angier
Board of Commissioners
Tuesday, May 7, 2019, 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, May 7, 2019, in the Board Room inside the Municipal Building at 28 North Raleigh Street.

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

Members Excused:

Staff Present: Town Manager Gerry Vincent
Town Clerk Veronica Hardaway
Public Works Director Jimmy Cook
Planning Director Sean Johnson
Finance Director John Ellis
Police Chief Arthur Yarbrough
Downtown Manager Christy Adkins
Library Director Amanda Davis
Town Engineer Bill Dreitzler
Town Attorney Dan Hartzog, Jr.

Others Present:

Call to Order: Mayor Weatherspoon presided, calling the Board of Commissioners meeting to order at 7:00 p.m.

Pledge of Allegiance: Mayor Weatherspoon led the pledge of allegiance.

Invocation: Commissioner Smith offered the invocation.

Approval of the May 7, 2019 meeting agenda: The Town Board approved the agenda with the following amendment: remove Business Item #2 – Audit Contract and Engagement Letter with Cherry Bekaert LLP for FY2018-19 Annual Audit.

Board Action: The Town Board approved the May 7, 2019 meeting agenda as amended.

Motion: Commissioner Smith

Second: Mayor Pro-Tem Honeycutt

Vote: 4-0; unanimous

Presentations:

Mayor Weatherspoon recognized the Town Clerk for Municipal Clerks Week and thanked her for all she does.

Public Comment:

Everett Blake, 352 Gardner Road, requested the Board to consider either resurfacing the existing tennis court at the park or possibly utilizing it for something else such as additional parking or Dog Park.

Mayor Weatherspoon stated the Town is currently working on updating the park master plan and requested the Town Manager to take note of this request.

Rhonda Powell, 92 N Dunn Street, thanked Public Works for handling her drainage issues. She voiced her concern regarding traffic and speeding issues on her street. She requested the Board consider a four way stop at Williams Street and N Dunn Street.

Mayor Weatherspoon requested the Town Manager and Chief of Police look into the traffic issue.

William Pope, Pope & Pope Attorneys, was present on behalf of Logan Bell regarding the old alleyway that runs parallel to Broad Street. He explained there have been several attempts to close that alleyway over the last several years. Mr. Pope is in the process of closing the estate. He requested the Board to have a Public Hearing to adopt a Resolution closing the alleyway from Cutts Street to Smithfield Street.

Junior Price, 619 N Dunn Street, disagreed with the comment made about the tennis court. He has seen citizens utilizing the court. Mr. Price also asked why all Department Heads are not required to attend meetings.

Town Manager Gerry Vincent explained when Department Heads are not present it's due to other obligations.

Public Hearing:

1. Ordinance Text Amendment

- a. Waste Container Screening – to amend Section 7.3.4 of the Unified Development Ordinance.

Sean Johnson, Planning Director, addressed the Board stating that the Planning Department has been tasked with drafting amendments to the screening requirements for outdoor storage waste containers and mechanical equipment found in Angier's Ordinance. These amendments have been carefully discussed by the Planning Board and Town Board for several months. Staff recommends the

Board limit the retroactive requirements of the proposed Ordinance amendments. If adopted, the amendments would remove the “grandfathered” status of those existing uses in violation of the new requirements.

The following are the proposed changes to all existing nonresidential and multifamily development:

A. Any waste container which exceeds 96 gallons existing at the time of adoption of this ordinance shall be brought into compliance with the following screening requirements within six months of the effective date of this ordinance. For the purposes of this section, waste container shall include any waste container, recycling container, grease trap, oil storage container or any other similar container.

B. All waste containers shall be screened in the form of an opaque wall or fence with a latching gate that will reasonably secure the enclosure from unauthorized entry. The screen shall exceed the height of the waste containers by a minimum of six inches and shall not interfere with the emptying, replacement or removal of waste containers. Chain link fencing with slats or other supplemental screening material shall not be used to meet the requirements of this section. All screening materials shall remain in good condition as determined by the Administrator.

The following requirements shall apply to all new and expanding nonresidential and multifamily development:

C. All waste containers and outdoor storage shall be located to the rear of the principal structure.

D. All waste containers which exceed 96 gallons shall be screened in the form of an opaque wall or fence with a latching gate that will reasonably secure the enclosure from unauthorized entry. The screen shall exceed the height of the waste containers by a minimum of six inches and shall not interfere with the emptying, replacement or removal of waste containers. Chain link fencing with slats or other supplemental screening material shall not be used to meet the requirements of this section. All screening materials shall remain in good condition as determined by the Administrator.

E. All screening shall utilize building materials that are compatible with those used for the exterior of the principal structure.

F. Ground mounted mechanical equipment shall be located to the rear or side yard and screened from view of the street. Roof-mounted mechanical equipment shall be screened from view by a parapet wall or screen wall matching the primary building materials. For the purpose of these requirements, mechanical equipment shall consist of heating, ventilating, air conditioning and refrigeration systems, fuel burning equipment and appurtenances thereof.

Mayor Weatherspoon opened the Public Hearing.

Commissioner Hill voiced he was in favor with the proposed amendment as presented as long as citizens comply and it's enforced.

Everett Blake, 352 Gardner Road (Planning Board Chairman), stated the Planning Board has worked diligently on the proposed text amendment. He voiced that he was in disagreement with the 96 gallon container threshold as it only pertains to a small percentage of the Town. The amendment change was directed by the Town Board, however he suggested removing the six month clause for existing nonresidential and multifamily development but enforce the clause to all new and expanding businesses. He also recommended speaking with existing businesses and informing them of the proposed changes prior to ordinance adoption.

Alan Coats, 131 Wilma Street, asked for clarification on the container size requirement.

Sarah Wagner, 142 S Poplar Street, voiced her concern with removing the grandfather clause as it would cause a financial burden. She also expressed that if the existing code is not currently enforced, how would additional requirements solve the issue.

Junior Price, 619 N Dunn Street (Planning Board Member), stated that the Planning Board has spent a great deal of time on the proposed amendment and was concerned with the Planning Board Chairman's comments as his views were not shared with the rest of the Board. He suggested to do away with the proposed amendment.

Christina Kazakavage, 198 Windsor Drive (Planning Board Member), stated the Planning Board has spent many hours on the proposed amendment. She explained there is a desire for Angier to grow but in order to do that, things need to be safe, secure, and somewhat aesthetically pleasing. Being a business owner, she has seen several people going through her dumpster for food leaving trash everywhere as well as getting into the dumpster causing a safety concern.

Brian Hawley, 49 Kerrylane Drive, suggested that the advisory board speak to stakeholders to approach the Town Board with their ideas. He voiced his disagreement with government forcing citizens to spend their money on things unless there is a factual safety issue.

Joe Langley, 298 Kirk Adams Road, stated his agreement with Mr. Hawley's comments. He recommended speaking to all those with dumpsters whether they are in compliance or not to inform them of the text amendment well in advance.

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

Board Action: The Board voted to approve the text amendment as presented.

Motion: Commissioner Hill
Second:
Vote: Motion died for lack of a second.

Board Action: The Town Board voted to table the proposed text amendment and add the item to the Board Work Session.

Motion: Mayor Pro-tem Honeycutt
Second: Commissioner Smith
Opposed: Commissioner Hawley; Commissioner Hill
Vote: 2-2

Board Action: Mayor Weatherspoon broke the tie by voting to table the proposed text amendment and add the item to the Board Work Session.

Vote: 3-2, motion carried

Consent Agenda Items

1. Approval of Minutes

- April 2, 2019 – Regular Meeting
- April 23, 2019 – Work Session Meeting

2. Advisory Board Appointment

- a. Theodore Lumbrazo – has submitted an application for consideration to be appointed to serve a first term on the Planning Board as an in-town member.

Board Action: The Town Board unanimously voted to approve the Consent Agenda as presented.

Motion: Mayor Pro-tem Honeycutt
Second: Commissioner Hawley
Vote: 4-0, unanimous

Business Items

- 1. Annexation Petition** - The Town Clerk, on behalf of the Governing Board, has investigated and confirmed the Sufficiency of the Petition submitted by property owner KBNK Holdings, LLC. The proposed site requested for annexation are 4 tracts of land approximately 36.187 acres total more or less; located off Gardner Road inclusive to Harnett County Parcel PINs #0673-42-7003; 0673-52-1506; 0673-52-3849; and 0673-52-4376. Since its Certification Sufficiency, the Town Board, per General Statute, may now consider adopting a Resolution to Fix the Date for a required Public Hearing during its June 4, 2019, Board of Commissioner's meeting.

Board Action: The Board unanimously voted to adopt a Resolution to Fix the Date for a required Public Hearing during its June 4, 2019 Board of Commissioner's meeting.

Motion: Commissioner Smith

Second: Mayor Pro-tem Honeycutt

Vote: Unanimous, 4-0

2. Audit Contract and Engagement Letter with Cherry Bekaert LLP for FY2018-19 Annual Audit - removed

Town Manager's Report

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

- A. Classification & Pay Study representatives met with staff on April 24th to discuss overall process. Questionnaires will be completed by all employees and returned for analysis. The results are tentatively scheduled for completion around Mid-May. There will be compression issues and the plan is to budget for the Board's consideration.
- B. The U.S. Flags have been purchased from a local business and will be installed around Mid-May.
- C. The next Board Workshop in May will be the Town Manager's Budget Message to the Board. This has been quite an undertaking with new management staff, the Board's goals and objectives, and limited funds.
- D. Advised of the following meetings for the month of May:
 - a. Planning Board at 7pm-May 14th
 - b. Board Workshop at 6:30pm-May 21st
 - c. Board of Adjustment at 7pm-May 28th
- E. The Town of Angier Community Video is scheduled for May 8th & 9th. Mayor Weatherspoon, Christy Adkins, and Derek McLean will host CGI Communications highlighting our community.
- F. The additional civic logos have been added to the entrance signs of the Town.
- G. Brian Hawley and his organization, Campbell University Student Veterans Club and the Phi Delta Theta Fraternity performed a community service project by sprucing up the Town's landscaping in several different areas.
- H. Harnett County's Library Consolidation Plan is scheduled to be discussed by the County Commissioners this month for consideration to move forward. There is no new information to pass along at this time.
- I. The Downtown WiFi Project is ongoing as well as the WRAL Weather Camera Project.
- J. There is no new information regarding the PNG Gas Line Project. PNG is considering an alternate route as it crosses Hwy 55 Business heading east. However, please be advised, regardless of its route, the Downtown businesses will be served if requested.
- K. NCLM City Vision 2019 Annual Conference in Hickory, NC May 14-16

Mayor & Town Board Comments

Adjournment: Being no further business, the Town Board voted unanimously to adjourn the meeting at 7:53pm.

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
Workshop Session
Tuesday, May 21, 2019, 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, May 21, 2019, 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 Manager Gerry Vincent
Town Clerk Veronica Hardaway
Police Chief Arthur Yarbrough
Downtown Manager Christy Adkins
Town Attorney Dan Hartzog Jr.

Others Present:

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

Pledge of Allegiance: Mayor Weatherspoon led the pledge of allegiance.

Invocation: Mayor Weatherspoon offered the invocation.

Town Attorney Dan Hartzog Jr. discussed new rules and procedures recommended by UNC School of Government and suggested the Board adopt the procedure that does not require a second on motions.

It was the consensus of the Board to adopt the procedural change of not requiring a second on motions.

Approval of the May 21, 2019, meeting agenda: The Town Board unanimously approved the agenda as presented.

Board Action: The Town Board unanimously approved the May 21, 2019 meeting agenda as presented.

Motion: Commissioner Smith

Vote: Unanimous, 4-0

A. Downtown Revitalization Grant Revision (\$25,000)

Town Manager Gerry Vincent reminded the Board the Town was awarded a \$25,000 grant from the NC Department of Commerce for Downtown beautification. Originally the grant application expressed the Town had the desire to use those funds for Downtown WiFi as well as property acquisition. However, the Town has the opportunity to acquire WRAL Weather Cam. According to the Department of Commerce, the Town can modify the grant request to include the WRAL Weather Cam. Mr. Vincent requested the Board to allow him to revise the Downtown Revitalization grant to include the WRAL Weather Cam.

Commissioner Smith asked the Town Manager to look into providing a room to WRAL reporters to report back to the station and provide presence in our community.

It was the consensus of the Board to allow the Town Manager to revise the Downtown Revitalization Grant to include the WRAL Weather Cam and place this item on June's Consent Agenda.

B. Leaf & Limb Ordinance

Town Manager Gerry Vincent explained to the Board that many homeowners utilize licensed landscape contractors to take care of their yard. This causes a problem for the Public Works Department as they have to decide whether the homeowner is using a landscaper or not. The majority of calls lately are due to piles of limbs, brush, and leaves not being picked up. After Public Works goes through their routes they then have to go back to pick up remaining piles.

It was the consensus of the Board to leave the Ordinance as written but to encourage homeowners to have their landscapers remove their debris. The Public Works Department will pick up all leaf and limb debris as long as it's within the Ordinance guidelines.

C. Dumpster Screening Ordinance

Mayor Weatherspoon stated that following a six month grace period beginning July 1st, every dumpster in Town should be screened matching the façade of the primary structure.

Commissioner Smith agreed with moving forward with the Ordinance, but in addition proposed the following: The Town of Angier, subject to the availability of funds and with a limit of one grant per property, will award grants of up to \$250 for each screened trash enclosure that has to be built pursuant to the changes in the Town of Angier Ordinance 7.3.4. Construction of such enclosure(s) must begin within six months of the enactment of such Ordinance. Such grants may be made by the Town Manager in his discretion, from 2018-19 and 2019-20 budgeted funds. This does not apply to new construction.

It was the consensus of the Board to include Commissioner Smith's proposal to the Dumpster Screening Ordinance and directed staff to revise the Ordinance with the above changes.

Town Attorney Dan Hartzog Jr. suggested using Commissioner Smith's proposal in policy form rather than being part of the Ordinance as this would prevent an additional Public Hearing. It was the consensus of the Board to do so.

Closed Session

Board Action: The Town Board unanimously voted to go into Closed Session pursuant to 143-318.11 (a) (3) – attorney-client privilege, 143-318.11 (a) (6) – to discuss a personnel matter at approximately 7:01pm.

Motion: Commissioner Smith

Vote: Unanimous, 4-0

Board Action: The Town Board unanimously voted to reconvene in Open Session at approximately 7:30pm.

Motion: Commissioner Hawley

Vote: Unanimous, 4-0

Board Action: The Town Board unanimously voted to appoint Town Manager Gerry Vincent as Finance Officer until a Finance Director is hired.

Motion: Commissioner Hawley

Vote: Unanimous, 4-0

Adjournment: The Town Board voted unanimously to adjourn the meeting at 7:31pm.

Motion: Commissioner Hawley

Vote: Unanimous, 4-0

Lewis W. Weatherspoon, Mayor

Attest:

Veronica Hardaway, Town Clerk



Board of Commissioners Agenda Report

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

MEETING DATE: June 4, 2019
PREPARED BY: Dan Hartzog Jr.
ISSUE Town of Angier Town Board Rules of Procedure
CONSIDERED:
DEPARTMENT: Administration

SUMMARY OF ISSUE:

Attached are the suggested rules of procedure provided by UNC School of Gov't

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends adoption of suggested rules of procedure recommended by UNC School of Gov't

REQUESTED MOTION:

REVIEWED BY TOWN MANAGER:

Attachments:

- 1 Suggested Rules of Procedure

Town of Angier

Town Board Rules of Procedure

Part I. Applicability

Rule 1. Applicability of Rules

These rules apply to all meetings of the Town of Angier Board of Commissioners (“Board”). For purposes of these rules, a meeting of the Board occurs whenever a majority of the Board’s members gather, whether in person or simultaneously by electronic means, to conduct hearings, deliberate, vote, or otherwise transact public business within the Board’s real or apparent jurisdiction. The term “majority” as used here and elsewhere in these rules means, unless otherwise specified, a simple majority, that is, more than half.

Part II. Quorum

Rule 2. Quorum

The presence of a quorum is necessary for the Board to conduct business. A majority of the Board’s actual membership plus the mayor, excluding vacant seats, constitutes a quorum. A member who withdraws from a meeting without being excused by majority vote of the remaining members in attendance is deemed present for quorum purposes.

Part III. Open Meetings

Rule 3. Remote Participation in Board Meetings

No member who is not physically present for a Board meeting may participate in the meeting by electronic means except in accordance with a policy adopted by the Board. Although a member who attends a meeting electronically pursuant to such a policy may take part in debate, the member may neither be counted toward a quorum nor vote on any matter before the Board.

Rule 4. Meetings to Be Open to the Public

Except as permitted by Rule 5, all meetings of the Board shall be open to the public, and any person may attend its meetings.

Rule 5. Closed Sessions

(a) Motion to Enter Closed Session. The Town Board may enter a closed session from which the public is excluded only upon a motion duly made and adopted in open session. The motion to enter closed session must cite one or more of the permissible bases for closed session listed in paragraph (b) of this rule. A motion to enter closed session under subparagraph (b)(1) or (b)(2) must contain the additional information specified in those provisions.

(b) Bases for Closed Session. A closed session is permissible under the following circumstances and no others:

- (1) To prevent the disclosure of information that is privileged or confidential pursuant to the law of North Carolina or of the United States or that does not constitute a public record within the meaning of Chapter 132 of the General Statutes. The motion to enter closed session must name or cite the law that renders the information confidential or privileged.
- (2) To consult with the Town Attorney or another attorney employed or retained by the Town in order

to preserve the attorney–client privilege. If the Board expects to discuss a pending lawsuit with its attorney, the motion to enter closed session must include the names of the parties to the lawsuit.

- (3) To discuss matters relating to (a) the location or expansion of industries or other businesses in the area served by the Town or (b) the closure or realignment of a military installation. The Board may reach agreement in closed session on a tentative list of economic development incentives to be offered in negotiations, but the approval of the signing of any economic development contract or commitment and the authorization of the payment of economic development expenditures must take place in open session.
- (4) To establish or instruct staff or agents concerning the Town’s position in negotiating the price or other material terms of an agreement for the acquisition of real property by purchase, exchange, or lease.
- (5) To establish or instruct staff or agents concerning the amount of compensation or other material terms of an employment contract.
- (6) To consider the qualifications, competence, performance, character, fitness, or conditions of appointment or employment of a public officer or employee or prospective public officer or employee, except when the individual in question is a member of the Town Board or other public body or is being considered to fill a vacancy on the Town Board or other public body. Final action to appoint or employ a public officer or employee must take place in open session.
- (7) To hear or investigate a charge or complaint by or against a public officer or employee. Final action discharging an employee or removing an officer must occur in open session.
- (8) To plan, conduct, or hear reports concerning investigations of alleged criminal misconduct.
- (9) To view a law enforcement recording released pursuant to G.S. 132-1.4A.
- (10) On any other basis permitted by law.

(c) Closed Session Participants. Unless the Board directs otherwise, the Town Manager, Town Attorney, and Town Clerk may attend closed sessions of the Board. No other person may attend a closed session unless invited by majority vote of the Board.

(d) Motion to Return to Open Session. Upon completing its closed session business, the Board shall end the closed session by adopting a duly made motion to return to open session.

Rule 6. Meeting Minutes

(a) Minutes Required for All Meetings. The Board must keep full and accurate minutes of all of its meetings, including closed sessions. To be “full and accurate,” minutes must record all actions taken by the Board. They should set out the precise wording of each motion and make it possible to determine the number of votes cast for and against each motion. The minutes need not record discussions of the Board, though the Board in its discretion may decide to incorporate such details into the minutes.

(b) Record of “Ayes” and “Noes.” At the request of any member of the Board, the minutes shall list each member by name and record how each member voted on a particular matter.

(c) General Accounts of Closed Sessions. In addition to minutes, the Board must keep a general account of each closed session. The general account must be sufficiently detailed to provide a person not in attendance with a reasonable understanding of what transpired. The Board may combine the minutes and general account of a closed session into one document, so long as the document contains both a complete record of actions taken and the level of detail required for a general account.

(d) Sealing Closed Session Records. Minutes and general accounts of closed sessions shall be sealed until unsealed by order of the Board or, if the Board delegates the authority to unseal to one or more staff members, in accordance with guidelines adopted by the Board. The sealed minutes and general account of any closed session may be withheld from public inspection so long as public inspection would frustrate the purpose(s) of the closed session.

Rule 7. Broadcasting and Recording Meetings

(a) Right to Broadcast and Record. Any person may photograph, film, tape-record, or otherwise reproduce any part of a Board meeting that must take place in open session. Except as provided in paragraph (c) of this rule, any radio or television station may broadcast any such part of a Board meeting.

(b) Advance Notice. Any radio or television station that plans to broadcast any portion of a Board meeting shall so notify the Town Clerk no later than twenty-four hours before the meeting. The failure to provide notice is not, by itself, grounds for preventing the broadcast of a Board meeting.

(c) Equipment Placement. The Town Manager may regulate the placement and use of camera or recording equipment in order to prevent undue interference with a Board meeting, so long as he or she allows the equipment to be placed where it can carry out its intended function. If the Town Manager determines in good faith that the equipment and personnel necessary to broadcast, photograph, or record the meeting cannot be accommodated without undue interference to the meeting, and an adequate alternative meeting room is not readily available, the Town Manager may require the pooling of the equipment and the personnel operating it.

(d) Alternative Meeting Site. If the news media request an alternative meeting site to accommodate news coverage, and the Board grants the request, the news media making the request shall pay the costs incurred by the Town in securing an alternative meeting site.

Part IV. Organization of the Board

Rule 8. Organizational Meeting; Selection of [Mayor and] Mayor Pro Tempore

(a) Scheduling Organizational Meeting. The Board must hold an organizational meeting following each general election in which Board members are elected. The organizational meeting must be held either (1) on the date and at the time of the Board's first regular meeting in December following the election or (2) at an earlier date, if any, set by the incumbent Board. The organizational meeting may not be held before municipal election results are officially determined, certified, and published as required by law.

(b) Oath of Office. As the first order of business at the organizational meeting, all newly elected members of the Board must take and subscribe the oath of office set out in Article VI, Section 7, of the North Carolina Constitution. Each member's oath must be filed with the Town Clerk. Although a member who is not present for the organizational meeting may take the oath of office at another time, every member must take, subscribe, and file the oath before he or she begins performing any of the duties of the member's office.

(c) Selection of Mayor Pro Tempore. As the second order of business at the organizational meeting, the Board shall elect from among its members a Mayor Pro Tempore using the procedures specified in Rule 38. The Mayor Pro Tempore shall serve for at the pleasure of the Board.

Part V. Types of Meetings

Rule 9. Regular Meetings

(a) Regular Meeting Schedule. The Board shall hold a regular meeting on the first Tuesday of each month, and a work session on the fourth Tuesday of each month, except that if the date of the regular meeting or work session is a legal holiday, the meeting shall be held on an alternate date and time approved by the Board. Meetings shall be held at the Town of Angier Municipal Building and begin at 7:00 p.m. The Board shall adopt a meeting schedule each year consistent with this rule. A copy of the Board's current meeting schedule shall be filed with the Town Clerk and posted on the Town's website.

(b) Change to Meeting Schedule. Notwithstanding paragraph (a) of this rule, the Board may amend its regular meeting schedule to add or delete meetings or to change the date, time, or location of one or more meetings on the schedule. The amended schedule shall be filed with the Town clerk at least seven (7) calendar days before the day of the first meeting held pursuant to the revised schedule and posted on the Town's website.

Rule 10. Special Meetings

(a) Calling Special Meetings. A special meeting of the Board may be called by the Mayor, the Pro Tempore, or any two Board members. A special meeting may also be called by vote of the Board in open session during a regular meeting or another duly called special meeting.

(b) Notice to the Public. At least forty-eight hours before a special meeting of the Board, notice of the date, time, place, and purpose of the meeting shall be (1) posted on the Board's principal bulletin board and (2) delivered, e-mailed, or mailed to each newspaper, wire service, radio station, television station, and person who has filed a written request for notice with the Town Clerk. Furthermore, notice of the special meeting's date, time, place, and purpose shall be posted on the website in advance of the meeting.

(c) Notice to Members.

(1) *Meeting called by the mayor, the mayor pro tempore, or any two Board members.* At least forty-eight hours before a special meeting called by the Mayor, the Mayor Pro Tempore, or any two Board members, written notice of the meeting stating its date, time, and place, as well as the subjects to be considered, shall be delivered to the Mayor and each Board member or left at his or her usual dwelling place.

(2) *Meeting called by vote of the Board in open session.* When a special meeting is called by vote of the Board in open session during a regular meeting or another duly called special meeting, the motion or resolution calling the special meeting shall state the meeting's date, time, place, and purpose. Written notice of the special meeting's date, time, place, and purpose shall be mailed or delivered at least forty-eight hours before the meeting to each Board member not present for the meeting at which the special meeting was called, and to the Mayor if he or she was not present at that meeting.

(d) Transacting Other Business. Unless all members are present or any absent member has signed a written waiver of notice, only those items of business specified in the notice to Board members may be taken up at a special meeting. Even when all members are present or any absent member has signed a waiver, the Board may take up an item of business not covered by the notice only if the Board first determines in good faith that the item must be discussed or acted upon immediately.

Rule 11. Emergency Meetings

(a) Grounds for Emergency Meeting. Emergency meetings of the Town Board may be called only to

address generally unexpected circumstances demanding the Board's immediate attention.

(b) Calling Emergency Meetings. There are two methods by which an emergency meeting of the Board may be called.

- (1) The Mayor, the Mayor Pro Tempore, or any two members of the Board may at any time call an emergency Board meeting by signing a written notice stating the date, time, and place of the meeting and the subjects to be considered. The notice shall be delivered to the Mayor and each Board member or left at his or her usual dwelling place at least six hours before the meeting.
- (2) An emergency meeting may be held when the Mayor and all members of the Board are present and consent thereto, or when any absent member has signed a written waiver of notice.

(c) Notice to Media of Emergency Meetings. Notice of an emergency meeting shall be given to each local newspaper, local wire service, local radio station, and local television station that has filed a written request with the Town Clerk for notice of emergency meetings. To be valid, the request must include the newspaper's, wire service's, or station's telephone number. Notice may be given by telephone, e-mail, or the same method used to notify Board members. Notice must be provided immediately after Board members have been notified and at the expense of the party notified.

(d) Transaction of Other Business Prohibited. Only business connected with the emergency may be considered at an emergency meeting.

Rule 12. Recessed Meetings

(a) Calling Recessed Meetings. When conducting a properly called regular, special, or emergency meeting, the Board may recess the meeting to another date, time, or place by a procedural motion made and adopted, as provided in Rule 31, Motion 3, in open session. The motion must state the time, including the date, if the meeting will resume on a different day, and place at which the meeting will reconvene.

(b) Notice of Recessed Meetings. Notice of the recessed meeting's date, time, and place must appear on the webpage prior to the meeting. No further notice of a properly called recessed meeting is required.

Part VI. Agenda

Rule 13. Agenda

(a) Draft Agenda.

- (1) *Preparation.* The Town Clerk shall prepare a draft agenda in advance of each meeting of the Town Board.
- (2) *Requesting placement of items on draft agenda.* For a regular meeting, a request to have an item of business placed on the draft agenda must be received by the Town Clerk at least two working days before the date of the meeting. The Town Clerk must place an item on the draft agenda in response to a Board member's timely request.
- (3) *Supplemental information/materials.* If the Board is expected to consider a proposed ordinance or ordinance amendment, a copy of the proposed ordinance or amendment shall be attached to the draft agenda. An agenda package shall be prepared that includes, for each item of business listed on the draft agenda, as much background information on the topic as is available and feasible to provide.
- (4) *Delivery to Board members.* Each Board member shall receive a hard or electronic copy of the draft agenda and the agenda package. Except in the case of an emergency meeting, the agenda and agenda package shall be furnished to each member at least twenty-four hours before the meeting.

- (5) *Public inspection.* The draft agenda and agenda package shall be available to the public when the documents are ready to be, or have been, circulated.

(b) Adoption of the Agenda.

- (1) *Adoption.* As its first order of business at each meeting, the Board shall review the draft agenda, make whatever revisions it deems appropriate, and adopt a formal agenda for the meeting.
- (2) *Amending the agenda.* Both before and after it adopts the agenda, the Board may add or subtract agenda items by majority vote of the members present and voting, except that
 - the Board may not add to the items stated in the notice of a special meeting unless the requirements in Rule 10(d) are satisfied and
 - only business connected with the emergency may be considered at an emergency meeting.
- (3) *Designation of items "For Discussion and Possible Action."* The Board may designate an agenda item "for discussion and possible action." The designation signifies that the Board intends to discuss the item and may, if it so chooses, take action on the item following the discussion.

(c) Consent Agenda. The Board may designate part of an agenda for a regular meeting as the *consent agenda*. Items may be placed on the consent agenda by the person charged with preparing the draft agenda if the items are judged to be noncontroversial and routine. Prior to the Board's adoption of the meeting agenda under subparagraph (b)(1) of this rule, the request of any member to have an item moved from the consent agenda to unfinished business must be honored by the Board. All items on the consent agenda must be voted on and adopted by a single motion, with the minutes reflecting the motion and vote for each item.

(d) Informal Discussion of Agenda Items. The Board may informally discuss an agenda item even when no motion regarding that item is pending.

Rule 14. Acting by Reference to Agenda or Other Document

The Board shall not deliberate, vote, or otherwise take action on any matter by reference to the agenda or any other document with the intention of preventing persons in attendance from understanding what action is being considered or undertaken. The Board may deliberate and vote by reference to the agenda or any item on the agenda, including the consent agenda, provided copies of the agenda are available for public inspection at the meeting and are sufficiently worded to enable the public to understand what is being deliberated or acted upon.

Rule 15. Agenda Items from Members of the Public

If a member of the public wishes to request that the Board include an item on its regular meeting agenda, he or she must submit the request to the Town Clerk by the deadline specified in Rule 13(a)(2). The Board is not obligated to place an item on the agenda merely because such a request has been received.

Rule 16. Order of Business

Items shall be placed on a regular meeting agenda according to the order of business. The usual order of business for each regular meeting shall be as follows:

- adoption of the agenda,
- approval of the consent agenda,
- approval of the previous meeting minutes,
- public hearings,
- public comments,

- administrative reports,
- committee reports,
- unfinished business, and
- new business.

Without objection, the mayor may call agenda items in any order most convenient for the dispatch of business.

Part VII. Role of the Presiding Officer

Rule 17. The Mayor

(a) Presiding Officer. When present, the Mayor shall preside at meetings of the Board.

(b) Right to Vote. The Mayor may vote only when an equal number of affirmative and negative votes have been cast.

(c) Recognition of Members. A member must be recognized by the Mayor (or other presiding officer) in order to address the Board, but recognition is not necessary for an appeal pursuant to Rule 31, Motion 1.

(d) Powers as Presiding Officer. As presiding officer, the Mayor is to enforce these rules and maintain order and decorum during Board meetings. To that end, the mayor may

- (1) rule on points of parliamentary procedure, to include ruling out of order any motion clearly offered for obstructive or dilatory purposes;
- (2) determine whether a member or other speaker has gone beyond reasonable standards of courtesy in his or her remarks and entertain and rule on objections from other members on this ground;
- (3) entertain and answer questions of parliamentary procedure;
- (4) call a brief recess at any time; and
- (5) adjourn in an emergency.

(e) Appeals of Procedural Rulings. A member may appeal a decision made or answer given by the Mayor under subparagraph (d)(1), (2), or (3) in accordance with Rule 31, Motion 1.

Rule 18. The Mayor Pro Tempore

(a) Presiding in Mayor's Absence. When present, the Mayor Pro Tempore shall preside over Board meetings in the Mayor's absence with all the powers specified in Rule 17(d).

(b) Delegation of Mayor's Powers/Duties. In the Mayor's absence, the Board may confer on the Mayor Pro Tempore any of the Mayor's powers and duties. Likewise, if the Mayor becomes physically or mentally unable to perform the duties of his or her office, the Board may by unanimous vote declare the Mayor incapacitated and confer any of the Mayor's powers and duties on the Mayor Pro Tempore. When the Mayor announces that he or she is no longer incapacitated, and a majority of the Board concurs, the Mayor shall resume the exercise of his or her powers and duties.

(c) Duty to Vote. Even when presiding over a Board meeting, the Mayor Pro Tempore has the same duty as other members to vote on all questions unless he or she has been excused from voting on a matter in accordance with Rule 28.

Rule 19. Other Presiding Officer

If both the Mayor and Mayor Pro Tempore are absent, the Board may elect from among its members a temporary presiding officer to chair the meeting. While serving as temporary presiding officer, a member

has the powers listed in Rule 17(d). Service as a temporary presiding officer does not relieve a member of the duty to vote on all questions unless excused from voting pursuant to Rule 28.

Rule 20. When the Presiding Officer Is Active in Debate

If the Mayor becomes active in debate on a particular proposal, he or she may have the Mayor Pro Tempore preside during the Board's consideration of the matter. If the Mayor Pro Tempore is absent or is also actively debating the matter, the Mayor may designate another member to preside until the matter is concluded. Similarly, if the Mayor Pro Tempore or a temporary presiding officer is presiding and takes an active part in debating a topic, he or she may designate another Board member to preside temporarily.

Part VIII. Motions and Voting

Rule 21. Action by the Board

Except as otherwise provided in these rules, the Board shall act by motion. Any member may make a motion, not including the Mayor.

Rule 22. Second Not Required

No second is required on any motion.

Rule 23. One Motion at a Time

A member may make only one motion at a time.

Rule 24. Withdrawal of Motion

The member who introduces a motion may withdraw the motion unless the motion has been amended or the presiding officer has put the motion to a vote.

Rule 25. Debate

The presiding officer shall state the motion and then open the floor to debate, presiding over the debate according to the principles listed below.

- The maker of the motion is entitled to speak first.
- A member who has not spoken on the issue shall be recognized before a member who has already spoken.
- To the extent practicable, the debate shall alternate between proponents and opponents of the measure.

Rule 26. Adoption by Majority Vote

A motion is adopted if supported by a simple majority of the votes cast, a quorum being present, except when a larger majority is required by these rules or state law.

Rule 27. Changing a Vote

A member may change his or her vote on a motion at any time before the presiding officer announces whether the motion has passed or failed. Once the presiding officer announces the result, a member may not change his or her vote without the unanimous consent of the remaining members present. A member's request for unanimous consent to change a vote is not in order unless made immediately following the presiding officer's announcement of the result.

Rule 28. Duty to Vote

(a) Duty to Vote. Every Board member must vote except when excused from voting as provided by this rule.

(b) Grounds for Excusal. A member may be excused from voting on a matter involving the member's own financial interest or official conduct, though not if the proposal in question is one to alter the compensation or allowances paid to Board members. Members may also be excused from voting when prohibited from voting under G.S. 14-234 (contract providing direct benefit to member), G.S. 160A-381(d) (legislative zoning decision likely to have a direct, substantial, and readily identifiable financial impact on member), or G.S. 160A-388(e)(2) (member's participation in quasi-judicial decision would violate affected person's right to an impartial decision maker). Questions about whether a basis for excusal exists should be directed to the Town Attorney.

(c) Procedure for Excusal.

- (1) *At member's request.* Upon being recognized at a duly called meeting of the Board, a member who wishes to be excused from voting shall so inform the presiding officer, who must then submit the matter to a vote of the remaining members present. If a majority of the remaining members present vote to excuse the member, the member is excused from voting on the matter.
- (2) *On Board's initiative.* Even when a member has not asked to be excused from voting on a matter, a majority of the remaining Board members present may by motion and vote excuse the member from voting if grounds for doing so exist under paragraph (b).

(d) Consequence of Non-Excused Failure to Vote. Except as specified in paragraph (e), if a member who has not been excused from voting fails to vote on a matter, the member's failure to vote shall be recorded as an affirmative vote, provided

- (1) the member is physically present in the Board chamber or
- (2) the member has physically withdrawn from the meeting without being excused by majority vote of the remaining members present.

(e) Failure to Vote on Certain Zoning Matters. A member's unexcused failure to vote shall not be recorded as an affirmative vote if the motion concerns a proposal to amend, supplement, or repeal a zoning ordinance. Instead, the member's unexcused failure to vote shall be recorded as an abstention.

Rule 29. Voting by Written Ballot

(a) Secret Ballots Prohibited. The Board may not vote by secret ballot.

(b) Rules for Written Ballots. The Board may decide by majority vote or unanimous consent to vote on a motion by written ballot. Each member must sign his or her ballot, and the minutes must record how each member voted by name. The ballots must be made available for public inspection in the Town Clerk's office immediately following the meeting at which the vote took place and remain there until the minutes of that meeting are approved, at which time the ballots may be destroyed.

Rule 30. Substantive Motions

A substantive motion is not in order if made while another motion is pending. Once the Board disposes of a substantive motion, it may not take up a motion that presents essentially the same issue at the same meeting, unless it first adopts a motion to reconsider pursuant to Rule 31, Motion 14.

Rule 31. Procedural Motions

(a) Certain Motions Allowed. The Board may consider only those procedural motions listed in this rule.

Unless otherwise noted, each procedural motion may be debated and amended and requires a majority of votes cast, a quorum being present, for adoption.

(b) Priority of Motions. The procedural motions set out in this paragraph are listed in order of priority. A procedural motion is not in order so long as another procedural motion of higher priority is pending, except that

- any procedural motion other than an appeal under Motion 1 is subject to amendment as provided in Motion 12, and
- a motion to call the question (end debate) may be made with regard to any procedural motion in accordance with Motion 9.

When several procedural motions are pending, voting must begin with the procedural motion highest in priority, provided that a motion to amend or end debate on the highest priority motion must be voted on first.

Motion 1. To Appeal a Ruling of the Presiding Officer. Any member may appeal the presiding officer's ruling on whether a motion is in order or on whether a speaker has violated reasonable standards of courtesy. The presiding officer's response to a question of parliamentary procedure may also be appealed by any member. An appeal is in order immediately after the disputed ruling or parliamentary response and at no other time. The member who moves to appeal need not be recognized by the presiding officer, and if timely made, the motion may not be ruled out of order.

Motion 2. To Adjourn. This motion may be used to close a meeting. It is not in order if the Board is in closed session.

Motion 3. To Recess to a Time and Place Certain. This motion may be used to call a recessed meeting as permitted under Rule 12. The motion must state the time (including the date, if the meeting will reconvene on a different day) and place at which the meeting will resume. The motion is not in order if the Board is in closed session.

Motion 4. To Take a Brief Recess.

Motion 5. To Follow the Agenda. This motion must be made at the time an item of business that deviates from the agenda is proposed; otherwise, the motion is out of order as to that item.

Motion 6. To Suspend the Rules. To be adopted, a motion to suspend the rules must receive affirmative votes equal to at least two-thirds of the Board's actual membership, excluding vacant seats and not counting the Mayor. The Board may not suspend provisions in these rules that are required under state law.

Motion 7. To Divide a Complex Motion. This motion is in order whenever a member wishes to consider and vote on parts of a complex motion separately. The member who makes this motion must specify how the complex motion will be divided.

Motion 8. To Defer Consideration. The Board may defer its consideration of a substantive motion, and any proposed amendments thereto, to an unspecified time. A motion that has been deferred expires unless the Board votes to revive it pursuant to Motion 13 within 100 days of deferral. A new motion having the same effect as a deferred motion may not be introduced until the latter has expired.

Motion 9. To End Debate (Call the Previous Question). If adopted, this motion terminates debate on a pending motion, thereby bringing it to an immediate vote. This motion is not in order until every member has had an opportunity to speak once on the pending motion.

Motion 10. To Postpone to a Certain Time. This motion may be employed to delay the Board's consideration of a substantive motion, and any proposed amendments thereto, until a designated day, meeting,

or hour. During the period of postponement, the Board may not take up a new motion raising essentially the same issue without first suspending its rules pursuant to Motion 6.

Motion 11. To Refer a Motion to a Committee. The Board may vote to refer a substantive motion to a committee for study and recommendations. While the substantive motion is pending before the committee, the Board may not take up a new motion raising essentially the same issue without first suspending its rules pursuant to Motion 6. If the committee fails to report on the motion within 60 days of the referral date, the Board must take up the motion if asked to do so by the member who introduced it.

Motion 12. To Amend.

(a) Germaneness. A motion to amend must concern the same subject matter as the motion it seeks to alter.

(b) Limit on Number of Motions to Amend. When a motion to amend is under consideration, a motion to amend the amendment may be made; however, no more than one motion to amend and one motion to amend the amendment may be pending at the same time.

(c) Amendments to Ordinances. Any amendment to a proposed ordinance must be reduced to writing before the vote on the amendment.

Motion 13. To Revive Consideration. The Board may vote to revive consideration of any substantive motion that has been deferred pursuant to Motion 8, provided it does so within 100 days of its vote to defer consideration.

Motion 14. To Reconsider. The Board may vote to reconsider its action on a matter, provided the motion to reconsider is made (a) at the same meeting during which the action to be reconsidered was taken and (b) by a member who voted with the prevailing side. For purposes of this motion, “the same meeting” includes any continuation of a meeting through a motion to recess to a certain time and place (Motion 3). The motion is not in order if it interrupts the Board’s deliberation on a pending matter.

Motion 15. To Rescind. The Board may vote to rescind an action taken at a prior meeting provided rescission is not forbidden by law.

Motion 16. To Prevent Reintroduction for Six Months. This motion may be used to prevent the reintroduction of a failed substantive motion for a time, but it is in order only when made immediately following the substantive motion’s defeat. To be adopted, this motion must receive votes equal to at least two-thirds of the Board’s actual membership, excluding vacant seats and not counting the Mayor. If this motion is adopted, the ban on reintroduction remains in effect for six months or until the Board’s next organizational meeting, whichever occurs first.

Part IX. Ordinances and Contracts

Rule 32. Introduction of Ordinances

For purposes of these rules, the “date of introduction” for a proposed ordinance is the date on which the Board first votes on the proposed ordinance’s subject matter. The Board votes on the subject matter of a proposed ordinance when it votes on whether to adopt or make changes to the proposed ordinance.

Rule 33. Adoption, Amendment, and Repeal of Ordinances

(a) Adoption of Ordinances.

- (1) *Proposed ordinances to be in writing.* No proposed ordinance shall be adopted unless it has been reduced to writing and distributed to members before a vote on adoption is taken.

(2) *Adoption on date of introduction.* To be approved on the date of introduction, a proposed ordinance or any action having the effect of an ordinance must receive affirmative votes equal to at least two-thirds of the Board's actual membership, excluding vacant seats and not counting the mayor, unless the mayor has the right to vote on all questions before the Board.

(3) *Adoption after date of introduction.* To be approved after the date of introduction, a proposed ordinance or any action having the effect of an ordinance must receive affirmative votes equal to at least a majority of all Board members not excused from voting on the matter. The Mayor's vote counts if there is an equal division.

(b) Amendment and Repeal of Ordinances. The same voting requirements that govern the adoption of proposed ordinances also apply to the amendment or repeal of an ordinance.

Rule 34. Adoption of the Budget Ordinance

(a) Special Rules for the Adoption or Amendment of the Budget Ordinance. Notwithstanding any provision in the Town charter, general law, or local act,

- (1) the Board may adopt or amend the budget ordinance at a regular or special meeting of the Board by a simple majority of those members present and voting, a quorum being present;
- (2) no action taken with respect to the adoption or amendment of the budget ordinance need be published or is subject to any other procedural requirement governing the adoption of ordinances or resolutions by the Board; and
- (3) the adoption or amendment of the budget ordinance and the levy of taxes in the budget ordinance are not subject to the provisions of any Town charter or local act concerning initiative or referendum.

(b) Notice Requirements for Budget Meetings. During the period beginning with the submission of the budget to the Board and ending with the adoption of the budget ordinance, the Board may hold any special meetings that may be necessary to complete its work on the budget ordinance. Except for the notice requirements of the open meetings law, which continue to apply, no provision of law concerning the call of special meetings applies during that period so long as

- each member of the board has actual notice of each special meeting called for the purpose of considering the budget and
- no business other than consideration of the budget is taken up.

(c) No Authority for Closed Sessions. This rule shall not be construed to authorize the Board to hold closed sessions on any basis other than the grounds set out in Rule 5.

Rule 35. Approval of Contracts and Authorization of Expenditures

(a) Contracts to be in Writing. No contract shall be approved or ratified by the Town Board unless it has been reduced to writing at the time of the Board's vote.

(b) Approval of Contracts. To be approved or ratified, a contract must receive affirmative votes equal to at least a majority of all Board members not excused from voting on the contract, including the Mayor's vote in the event of a tie.

(c) Authorization of Expenditure of Public Funds. The same vote necessary to approve or ratify a contract is required for the Board to authorize the expenditure of public funds, except when the expenditure is authorized pursuant to Rule 34.

Part X. Public Hearings and Comment Periods

Rule 36. Public Hearings

(a) Calling Public Hearings. In addition to holding public hearings required by law, the Board may hold any public hearings it deems advisable. The Board may schedule hearings or delegate that responsibility to Town staff members, as appropriate, except when state law directs the Board itself to call the hearing. If the Board delegates scheduling authority, it must provide adequate guidance to assist staff members in exercising that authority.

(b) Public Hearing Locations. Public hearings may be held anywhere within the Town or within the county where the Town is located.

(c) Rules for Public Hearings. The Board may adopt reasonable rules for public hearings that, among other things,

- fix the maximum time allotted to each speaker,
- provide for the designation of spokespersons for groups of persons supporting or opposing the same positions,
- provide for the selection of delegates from groups of persons supporting or opposing the same positions when the number of persons wishing to attend the hearing exceeds the capacity of the hall (so long as arrangements are made, in the case of a hearing subject to the open meetings law, for those excluded from the hall to listen to the hearing), and
- provide for the maintenance of order and decorum in the conduct of the hearing.

(d) Notice of Public Hearings. Any public hearing at which a majority of the Board is present shall be considered part of a regular or special meeting. Consequently, the relevant notice and related requirements of the open meetings law, as set out in Rules 9 through 12, apply to such hearings. Some statutes mandate additional notice for particular types of hearings, and such notice must be provided together with notice of the meeting during which the hearing will take place.

(e) Continuing Public Hearings. The Board may continue any public hearing without further advertisement to a time and place certain, provided the time (including the date, if the hearing will resume on a different day) and place of the continued hearing are announced in open session. Except for hearings conducted pursuant to paragraph (g), if a quorum of the Board is not present for a properly scheduled public hearing, the hearing must be continued until the Board's next regular meeting without further advertisement.

(f) Conduct of Public Hearings. At the time appointed for the hearing, the mayor shall call the hearing to order and proceed to allow public input in accordance with any rules adopted by the Board for the hearing. Unless the Board extends the hearing, when the time allotted for the hearing expires, or when no one wishes to speak who has not done so, the Mayor shall entertain a motion to close the hearing, and the Board shall resume the regular order of business.

(g) Public Hearings by Less Than a Majority of Board Members. Nothing in this rule prevents the Board from appointing a member or members to hold a public hearing on the Board's behalf, except when state law requires that the Board itself conduct the hearing.

Rule 37. Public Comment Periods

(a) Frequency of Public Comment Periods. The Board must provide at least one opportunity for public comment each month at a regular meeting, except that the Board need not offer a public comment period during any month in which it does not hold a regular meeting.

(b) Rules for Public Comment Periods. The Board may adopt reasonable rules for public comment periods that, among other things,

- fix the maximum time allotted to each speaker,
- provide for the designation of spokespersons for groups supporting or opposing the same positions,
- provide for the selection of delegates from groups supporting or opposing the same positions when the number of persons wishing to attend the public comment period exceeds the building capacity, and
- provide for the maintenance of order and decorum in the conduct of the hearing.

(c) Content-Based Restrictions Generally Prohibited. The Board may not restrict speakers based on subject matter, as long as their comments pertain to subjects within the Board's real or apparent jurisdiction.

Part XI. Appointments and Appointed Bodies

Rule 38. Appointments

(a) Appointments in Open Session. The Board must consider and make any appointment to another body or, in the event of a vacancy on the Board, to its own membership in open session.

(b) Nomination and Voting Procedure. The Board shall use the following procedure to fill a vacancy in the Board itself or in any other body over which it has the power of appointment. The nominating committee shall be called upon to make its report and recommendation(s), if any. The Mayor shall then open the floor for nominations, whereupon Board members may put forward and debate nominees. When debate ends, the Mayor shall call the roll of the members, and each member shall cast a vote for his or her preferred nominee. The voting shall continue until a nominee receives a majority of votes cast during a single balloting.

(c) Mayor. The mayor may not make nominations or vote on appointments under this rule.

(d) Multiple Appointments. If the Board is filling more than one vacancy, each member shall have as many votes in each balloting as there are slots to be filled, and the votes of a majority of the total number of members voting shall be required for each appointment. No member may cast more than one vote for the same candidate for the same vacancy during a single balloting.

(e) Duty to Vote. It is the duty of each member to vote for as many appointees as there are appointments to be made, but failure to do so shall not invalidate a member's ballot.

(f) Vote by Written Ballot. The Board may vote on proposed appointments by written ballot in accordance with Rule 29.

Rule 39. Committees and Boards

(a) Establishment and Appointment. The Board may establish temporary and standing committees, boards, and other bodies to help carry on the work of Town government. Unless otherwise provided by law or the Board, the power of appointment to such bodies lies with the Board.

(b) Open Meetings Law. The requirements of the open meetings law apply whenever a majority of an appointed body's members gather in person or simultaneously by electronic means to discuss or conduct official business. They do not apply to meetings solely among the Town's professional staff.

(c) Procedural Rules. The Board may prescribe the procedures by which the Town's appointed bodies operate, subject to any statutory provisions applicable to particular bodies. In the absence of rules adopted by the Board, an appointed body may promulgate its own procedural rules, so long as they are in keeping with any relevant statutory provisions and generally accepted principles of parliamentary procedure.

Part XII. Miscellaneous

Rule 40. Amendment of the Rules

These rules may be amended at any regular meeting or at any properly called special meeting for which amendment of the rules is one of the meeting's stated purposes. Any amendment to these rules must be consistent with the Town charter, any relevant statutes, and generally accepted principles of parliamentary procedure. To be adopted, a motion to amend these rules must be approved by a majority of the Board's members, excluding vacant seats and counting the mayor only if the mayor may vote on all questions.

Rule 41. Reference to Robert's Rules of Order Newly Revised

The Board shall refer to *Robert's Rules of Order Newly Revised* for guidance when confronted with a procedural issue not covered by these rules or state law. Having consulted *Robert's*, the Mayor shall make a ruling on the issue subject to appeal to the Board under Rule 31, Motion 1.

BUSINESS ITEMS



Board of Commissioners Agenda Report

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

MEETING DATE: June 4, 2019
PREPARED BY: Gerry Vincent, Town Manager ICMA-CM 
ISSUE Fiscal Year 2019-20 Budget Message
CONSIDERED:
DEPARTMENT: Administration

SUMMARY OF ISSUE:

Fiscal Year 2019-20 Recommended Budget by the Town Manager

FINANCIAL IMPACT:

Total General Fund and Enterprise budgets

RECOMMENDATION:

For the Board of Commissioner's Consideration and Adoption on June 18, 2019

REQUESTED MOTION:

No recommendation at this time.

REVIEWED BY TOWN MANAGER: *Gerry Vincent*

Attachments:

Town Manager's Budget Message & supplemental information. Actual budget will be hand-delivered on June 4, 2019.



Town of Angier

www.angier.org

Lewis Weatherspoon
Mayor

Gerry Vincent
Town Manager

Veronica Hardaway
Town Clerk

Budget Message Fiscal Year 2019-20

June 4, 2019

Honorable Mayor and Board of Commissioners:

It is my pleasure to submit to you the Manager's recommended budget for your consideration for FY 2019-20. As required by NC State Statute 159-11 (b), the proposed budget is balanced and includes many of the goals and objectives from the Board of Commissioners, as discussed and outlined during the Town's Annual Retreat. This budget will propose "attacking" the Town's infrastructure needs and facilities to benefit its full potential use and efficiency.

On March 8th and 9th, the Board of Commissioners and staff held its Annual Board Retreat at Campbell University. During the course of two days, the following Goals & Initiatives were developed:

Goal 1: Attack Infrastructure & Facilities Needs Now

Goal 2: Maintain, Grow, and Properly Fund our Outstanding Workforce in a Positive Work Environment-Current and Long Term

Goal 3: Develop Plans to Facilitate & Address Organized Growth

Goal 4: Develop a Strategy to Achieve "One Town One Team"

Goal 5: Create the Environment to Leverage and Increase Revenue by Attacking Positive Growth

Goal 6: Attract Small & Large Businesses by Offering Incentives & a Business –Friendly Environment that Helps them Succeed

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

The highlights of the proposed budget is as follows:

General Fund:

- Ad Valorem Tax Rate will remain level at \$0.53/\$100 property valuation.
- 4% Cost of Living Adjustment (COLA) Effective July 1st for all full time employees
- 5% 401K
- Establish employee appreciation events twice a year at \$2,000.
- Health Insurance rates with Cigna began at an 18.9% increase, but was negotiated to 6%; other plans were considered including the NC League or Municipalities. Dental rates remained level and vision rates increased slightly; however, the Town will remain with NC League of Municipalities with both premiums.
- Continue to support federal and state funding (80%/20% match) to install sidewalks. Details continue to be worked out regarding the Town's share.
- Purchase two (2) new police vehicles (Options will be considered via private bank placement , lease or outright purchases).
- Staff will prepare to update the Parks & Recreation Master Plan through a consultant service beginning in July.
- Utilizing Fund Balance to repair, renovate and build new facilities at Jack Marley Park at \$98,000 and to cover overdue and outstanding issues within the Public Works Department to provide efficiencies.
- Activating a part-time position to full-time status in Code Enforcement.

Utility Fund:

- Water & Sewer rates increased minimally to maintain operations and cover outstanding debt service.
- Utilizing a combination of an existing loan through a local bank, existing Capital Reserve Fund and Fund Balance to purchase equipment, replace/repair, extend and install new water & sewer connections.

- A new position to accommodate an increase in providing services due to growth.

In summary, as the Town Manager's Recommended Budget is presented to you tonight, an advertisement will be published in the local newspaper for a Public Hearing & adoption on June 18th. In between June 4th and June 18th, the Board of Commissioners will set a Budget Workshop or two to discuss the details of the recommended budget. Lastly, although the recommended budget does not encompass all requests, but it does cover top priorities discussed by the Town Manager, staff and the Board of Commissioners.

Town of Angier, North Carolina

Long-Term Obligations

Serviced by the General Fund

- **\$1,250,000 Installment Financing Contract with First Citizens Bank and Trust – June 25, 2007** for the renovation and expansion of Jack Marley Town Park and improvements to the intersection of Highways 210 and 55. Promissory note provides for fifteen annual payments of **\$83,333.38** plus accrued interest at **3.87%** starting July 25, 2008. The note is secured by the real estate and personal property of the park under a deed of trust.

Balance as of June 30, 2018

\$416,667

- **\$46,000 promissory note with First Bank on July 8, 2015** for the purchase of 2 Dodge Charger Police Vehicles. The contract provides for monthly payments of **\$1,388.66** including interest at **3.00%** starting August 2015. The note is secured by the equipment purchased.

Balance as of June 30, 2018

1,336

- **\$95,000 promissory note with First Citizens Bank on March 28, 2016** for the purchase of 3 Dodge Charger Police Vehicles. The contract provides for monthly payments of **\$2,719.39** including interest at **1.96%** commencing April 2016. The note is secured by the equipment purchased.

Balance as of June 30, 2018

24,276

- **\$28,565 promissory note with First Bank on May 23, 2017** for the purchase of a Chevrolet Truck. The contract provides for monthly payments of **\$837.69** including interest at **3.50%** starting June 2017. The note is secured by the equipment purchased.

Balance as of June 30, 2018

18,599

Serviced by the Utility Fund

- **\$1,600,000 Installment Financing Contract with BB&T on June 19, 2017** for the construction of a Water Tank. The underlying promissory note provides for 30 semi-annual payments of **\$65,541.69** plus accrued interest at **2.77%** starting December 19, 2017. The note is secured by the equipment and funds on deposit from time to time in the project fund.

Balance as of June 30, 2018

1,512,636

General Obligation Indebtedness

The Town's general obligation bonds issued to finance the construction of facilities utilized in the operations of the water and sewer system and which are being retired by its resources are reported as long-term debt in the Water and Sewer Fund. All general obligation bonds are collateralized by the full faith, credit, and taxing power of the Town. Principal and interest requirements are appropriated when due.

General obligation bonds payable at June 30, 2018 are comprised of the following individual issues serviced by the Water and Sewer Fund:

- **\$1,311,000 Refunding Bonds** issued December 13, 2011 at an interest rate of **3.57%** with annual principal and interest payments due through **June 1, 2026**.

Balance of General Obligation Bonds June 30, 2018	794,213
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Revenue Bonds

- **\$1,240,000 Water and Sewer Revenue Bonds, Series 2010**, issued for water and sewer system improvements. Principal installments are due annually on June 1 beginning June 1, 2012 with semi-annual interest payments due on December 1 and June 1 at an annual interest rate of **4.125%**

Balance as of June 30, 2018	1,128,000
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- **\$1,921,000 Water and Sewer Revenue Bonds, Series 2012**, issued for water and sewer system improvements. Principal installments are due annually on June 1 beginning June 1, 2014 with annual interest payments due on June 1 at an annual interest rate of **3.75%**.

Balance as of June 30, 2018	1,794,000
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Town of Angier
Debt Service Schedule - FY19
as of 6.30.18

Description	Issue Date	Issue Amount	Account	Date Due	Frequency	Balance @ 6.30.18	FY19 Principle	FY19 Interest	FY19 Total Payment	Payment Method	Payoff Date
Public Works truck	6.23.17	28,564	First Bank #420029756		Monthly	18,599.28	9,546.25	507.03	10,053.28	Check	4.23.20
Jack Marley Park	1.22.08	1,250,000	FCB #007225	7.25.18	Annual	416,666.70	83,333.33	16,125.00	99,458.33	Check	7.25.22
Police Vehicles	7.08.15	46,000	First Bank #420020961		Monthly	1,335.31	1,335.31	3.35	1,338.66	Check	7.08.18
Police Vehicles	3.30.16	95,000	FCB #910000860650		Monthly	24,275.69	24,275.69	198.82	24,474.51	ACH	3.30.19
		1,419,564				460,876.98	118,490.58	16,834.20	135,324.78		
Water/Sewer Refunding	12.13.11	1,311,000	BB&T #011311	6.01.19	Annual	794,213.51	87,680.91	28,353.42	116,034.33	783.00	6.01.26
Sanitary Sewer System, Phase I	5.06.10	1,240,000	USDA #010661	6.01.19	Annual	1,128,000.00	19,000.00	46,530.00	65,530.00	ACH	6.01.49
Sanitary Sewer System, Phase II	3.08.12	1,921,000	USDA #011389	6.01.19	Annual	1,794,000.00	28,000.00	67,275.00	95,275.00	ACH	6.01.51
Water Tank Construction	6.19.17	1,600,000	BB&T #9933000114	12.19.18	Semi annual	1,512,635.78	89,800.97	41,282.41	131,083.38	Check	6.19.32
		6,072,000				5,228,849.29	224,481.88	183,440.83	407,922.71		
		7,491,564				5,689,726.27	342,972.46	200,275.03	543,247.49		
Sewer Revenue Bond Reserve		n/a		6.30.18	Annual	45,745.00	6,383.00	-	6,383.00		6.30.20
Sewer Revenue Bond Reserve		n/a		6.30.18	Annual	49,856.00	9,348.00	-	9,348.00		6.30.22
						95,601.00	15,731.00	-	15,731.00		



THE TOWN OF

Angier

NORTH CAROLINA

Rate and Fee Schedule

For the Fiscal Year June 30, 2020

Property Tax Rate:

Per \$100 of valuation	\$ 0.53
Vehicle Fees	\$ 5.00

Privilege License Taxes

Privilege License Taxes are the excise taxes placed on a business for the privilege of conducting a particular trade or business within the corporate limits of the Town. Licenses are billed annually for existing business and are issued to new business upon their opening.

The taxes listed below are privilege license taxes that are restricted by law.

Beer (On-premises)	\$15.00
Beer (Off-premises)	\$ 5.00
Wine (On-premises)	\$15.00
Wine (Off-premises)	\$10.00

Recreation Fees:

In Town Residents	\$30.00
Out of Town Residents	\$60.00
Late Registration Fee	\$10.00

Depot Rental:

	<u>In Town Residents</u>	<u>Out of Town Residents</u>
Depot Rental	\$200.00	\$300.00
Depot Deposit	\$200.00	\$200.00

Note: Civic and non-profit organizations receive a 25% discount on Depot rental.

Animal Control Fees:

First Offense – Warning	No Fee
Second Offense – Civil Summons	\$75.00
Third Offense – Civil Summons	\$150.00
Fourth Offense – Civil Summons	\$350.00
Fifth Offense & Above – Civil Summons	\$500.00

Miscellaneous Fees:

Copies	\$ 0.25 per page
Returned Check Fee	\$25.00
Online Return Processing Fee	\$ 4.00
Police Reports	\$ 5.00

Planning Fees

Board-related Fees

(related costs include but are not limited to advertising fees and postage)

Annexation Requests	\$250.00 plus advertising costs
Rezoning	\$400.00 plus any related costs
Special Use	\$500.00 plus any related costs
Variance	\$400.00 plus any related costs
Ordinance Text Amendment	\$400.00 plus any related costs
Street renaming (buying new road signs and County 911 re-addressing)	\$400.00 plus any related costs
Copies of Maps	\$10 for 11"x 17"

Planning Service Fees

Zoning Verification Letter	\$20.00
Land Use Permit	\$35.00
Sign Permit	\$35.00 (each sign)
Exempt or Recombination Subdivision Review	\$50.00
Minor Subdivision Review (1-2 Lots)	\$100.00
Minor Subdivision Review (3-5 Lots)	\$200.00
Major Subdivision - Preliminary Review	\$400.00 plus \$5 per lot
Master Plan Review (Planned Development)	\$300.00 plus \$1 per lot
Construction Drawings Review	\$400.00 plus \$1 per unit
Major Subdivision - Final Plat Review	\$300.00
Site Plan Review	\$400.00
Storm Drainage/ Erosion Control Review	\$350.00
Revised Site Plan Review (Existing Site)	\$ 75.00
Accessory Use/Site Addition Plan Review	\$100.00

~~Site Plan Renewal~~

~~\$100.00~~

Site Plan Revision

\$100.00

Wireless Communication Facility Application

\$1,000.00

Small Cell Antenna Application

\$100.00

Manufactured Home Park Compliance
Inspection Fee

\$150.00 (plus \$7.00 per lot)

Manufactured Home Park Re-Inspection

\$50.00 per trip

Itinerant Merchants, Solicitors, Peddlers

\$20.00

Renewal or Reapplication Fee

\$10.00

Permit Fees for Residential Construction

New dwellings – single family, duplex & townhomes (Includes
all trades and attached structures)

Heated and Unheated

Up to 1,200 square feet

\$500.00 per dwelling

Over 1,200 square feet

\$500.00 plus \$0.25 per square foot over
1,200 square foot

Residential additions

(Sunrooms, bedrooms, etc.)

0 – ~~400~~ 600 square feet

\$200.00 plus trades

Over ~~400~~ 600 square feet

Same as new dwelling

Multi-family units, apartments

(Commercial Project rates)

Mobile Homes

\$150.00 plus trades

Modular Homes

\$250.00 plus trades

Moved House

\$250.00 plus trades

Residential Accessory Structures & Minor Renovations (Decks, sheds, Remodels, etc.)

0 – 400 square feet	\$50.00 plus trades
401 – 800 square feet	\$100.00 plus trades
801 – 1200 square feet	\$150.00 plus trades
1201 – 2000 square feet	\$200.00 plus trades
Over 2000 square feet	\$200.00 plus \$0.10 per square foot over 2000 square feet, plus trades

Permit fees for Commercial Construction

Fee for each trade is separate from the total cost of the project. (Commercial, industrial and multi-family)

Project Cost	Fee
Up to \$2,500	\$100.00 \$75.00
\$2,501 - 5,000	\$150.00 \$100.00
\$5,001 – 10,000	\$250.00 \$200.00
\$10,001 – 25,000	\$500.00 \$350.00
\$25,001 – 50,000	\$750.00 \$500.00
\$50,001 – 100,000	\$1,500.00 \$1,000.00
\$100,001 – 200,000	\$3,000.00 \$2,500.00
\$200,001 – 350,000	\$4,000.00 \$3,500.00
\$350,001 – 500,000	\$5,000.00
\$500,001 – 750,000	\$6,000.00 \$7,000.00
\$750,001 – 1,000,000	\$7,000.00 \$9,000.00
Project cost over \$1,000,000	\$7,000.00 \$9,000.00 plus \$0.002 of the amount above \$1,000,000
Each T-Pole	\$60.00
Commercial modular unit any size	\$375.00 \$200.00 plus each trade

Trade Permit and Miscellaneous Fees

Permit Type	Description	Fee
Electrical Trade	Minimum	\$50.00
	200 Amp	\$60.00
	400 Amp	\$75.00
	TSP	\$35.00
	Conditional Power	\$50.00 (Commercial Only)
	Signs	\$35.00
Mechanical Trade	Minimum	\$50.00
	Gas Pack	\$60.00
	Heat Pump (each unit)	\$60.00
	Gas Piping / Tests	\$35.00
Plumbing Trade	Minimum	\$50.00
	2.5 Bath	\$60.00
	3 Bath	\$70.00
	4 Bath or greater	\$85.00
Homeowner Recovery Fund		\$10.00
Daycare and Group Home Annual Inspection		\$50.00
ABC Permit Inspection		\$50.00
Demolition permit (Commercial and Residential)		
May require asbestos report		\$50.00
Re-inspection Fees:		
1 through 7 violations		\$50.00
8 or more violations		\$75.00

****Working without a permit, in violation with State Law, may result in a “Double the Fee” penalty****

The fee structure for connecting onto the Town of Angier utility system may include any of the following charges:

Regulatory Fees

Regulatory fees allow the customer the opportunity to connect to the town's water / sewer system. These fees cover the administrative costs for inspection, design and regulatory requirements.

Size	Water Fee	Sewer Fee
5/8"/3/4" water and 4" sewer	\$732.00	\$799.00
1" water and 4" sewer	\$799.00	\$799.00
2" water and 4" sewer	\$1598.00	\$799.00

Regulatory Fees - Paid by builder at time of issuance of building permit.

System Development Fees – Paid by developer prior to recording final plat.

System Development Fees – 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 as provided in the Public Water and Sewer System Development Fee Act, S.L. 2017-138.

<u>Meter Size</u>	<u>Capacity (gpm)</u>	<u>Cap. Factor</u>	<u>Water</u>	<u>Sewer</u>	<u>Total Fee</u>
5/8"	20	1.00	\$ 665.00	\$ 1,994.00	\$ 2,659.00
3/4"	30	1.50	\$ 998.00	\$ 2,991.00	\$ 3,989.00
1"	50	2.50	\$ 1,662.00	\$ 4,986.00	\$ 6,648.00
1-1/2"	100	5.00	\$ 3,325.00	\$ 9,971.00	\$ 13,296.00
2"	160	8.00	\$ 5,320.00	\$ 15,954.00	\$ 21,274.00
3"	300	15.00	\$ 9,976.00	\$ 29,914.00	\$ 39,890.00
4"	500	25.00	\$ 16,626.00	\$ 49,857.00	\$ 66,483.00
6"	1,000	50.00	\$ 33,251.00	\$ 99,715.00	\$ 132,966.00

Note: All residential meters are charged at the 5/8" rate, and each unit must be metered separately. Irrigation meters are charged based on the actual meter size rate.

Irrigation Fees:

Size	Fee
5/8" tap or 1" tap	\$970.00 plus additional meter cost

Note: Irrigation fees are for branch taps off of existing 3/4" or 1" water service. If a separate irrigation tap is desired, all applicable fees based on meter size will apply.

Meter Charges:

Size	Fee
5/8"/3/4" water meter	\$366.00
1" water meter	\$399.00
2" or larger water meter	Cost of meter and fees

Note: If road bore is required by the Town, it will be an additional \$500.00.

Water and Sewer

Water has a base allowance for the first 2,000 gallons and a variable rate for each additional 1,000 gallons. Sewer is assessed a flat rate and is metered at the first gallon of usage.

	Water/Base	Water/Variable	Sewer/Flat	Sewer Per 1,000
In Town Residents	\$19.80	\$3.45 \$3.55	\$16.00	\$ 5.80 \$5.90
Out of Town Residents	\$39.60	\$6.90 \$7.10	\$32.00	\$11.60 \$11.80

Water Deposits – The deposit is required for those residents who are not property owners. Residents should present a valid social security card. Deposits are refundable and will transfer from a location within the Town's jurisdiction to another location within the Town's jurisdiction. Once water service is terminated, the deposit will be applied to the resident's account balance and any credit balance will be refunded to the resident.

Water Deposit \$125.00

Water Service Fees – Service fees are not refundable.

Water service cut on/transfer fee	\$35.00
Illegal cut on fee (Tampering Fee)	\$50.00
Late Fee	\$10.00
Disconnect Fee	\$35.00
Additional Disconnect Fees	See Delinquent Accounts Below

Trash Service Rates

Residential	\$ 9.60
Commercial	\$13.50
Recycle	\$ 4.00

Adjustment Policy:

Leak and break adjustments – all customers are allowed three (3) sewer adjustments in any one calendar year. You must provide the Town with a statement of repair from a plumber. In the event that the resident or landlord repairs the leak, a receipt showing the purchase of plumbing supplies and a statement from the individual who actually made the repair must be provided to the Town. **Hanging toilets are NOT eligible for adjustments.**

Delinquent Accounts:

Meters are read and bills are calculated on a monthly basis. Bills are mailed on the last working day of each month. Account balances are always due on the tenth (10th) day of the month. There is a grace period, which allows bills to be paid on the twentieth (20th) day of the month without a late fee. If balances are unpaid after 5:00pm on the 20th day of the month, or the Monday after (if the 20th falls on a weekend), a \$10.00 late fee will be applied on each account. If the balance has not been paid by 5:00pm on the 25th of the month or the Monday after (if the 25th falls on a weekend), the following late/disconnect fees apply:

1 st Late Fee/Disconnection	\$35.00
2 nd Late Fee/Disconnection	\$50.00
3 or more disconnections within a calendar year	\$75.00

Your account will final out after 10 days of disconnection if service has not been restored and your deposit (if applicable) will be applied to the balance on the account. If service is restored after the 10 day disconnection period, a new deposit (\$125.00) and connection fee (\$35.00) will be required. If service is disconnected and a meter shows any usage has occurred between the time of cut off and restoration, there will be a tampering fee assessed on the account in the amount of \$50.00. The tampering fee must be paid in addition to any other charges that may be due on the account before water service can be restored. **The Town is not responsible for bills that are not delivered by the US Postal Service. If you do not receive your bill by the fifth (5th) of the month, you should contact Town Hall at (919) 639-2071 for your balance.**



Board of Commissioners Agenda Report

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

MEETING DATE: June 4, 2019
PREPARED BY: Veronica Hardaway
ISSUE: Audit Contract and Engagement Letter with Cherry Bekaert LLP for FY2018-19 Annual Audit
CONSIDERED: 19 Annual Audit
DEPARTMENT: Administration - Finance

SUMMARY OF ISSUE:

The North Carolina General Statutes require an audit each fiscal year. Cherry Bekaert LLP, the auditors the Town used for last fiscal year, has provided a proposed contract and engagement letter for fiscal year 2019-20. The proposed total fee is \$26,250.00. The proposed fee last year was \$25,000 prior to fee changes.

FINANCIAL IMPACT:

The audit contract will be included in the 2019-2020 fiscal year budget.

RECOMMENDATION:

Staff recommends the use of Cherry Bekaert LLP for the audit of fiscal year 2018-19 and formally adopt Local Government Commission form LGC-205- Contract to Audit Accounts as well as the engagement letter.

REQUESTED MOTION:

“I move to approve/deny LGC-205 – Contract to Audit Accounts with Cherry Bekaert LLP and the Engagement Letter for the FY2018-19 annual audit with a total fee of \$26,250”

REVIEWED BY TOWN MANAGER:

Attachments:

- 1 LGC-205 Contract to Audit Accounts
- 2 Cherry Bekaert LLP Engagement Letter

The of and	Governing Board
	Board of Commissioners
	Primary Government Unit
	Town of Angier, North Carolina
	Discretely Presented Component Unit (DPCU) (if applicable)
	N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name
	Cherry Bekaert LLP
	Auditor Address
	2626 Glenwood Avenue, Suite 200, Raleigh, North Carolina 27608

Hereinafter referred to as Auditor

for	Fiscal Year Ending	Audit Report Due Date
	06/30/19	10/31/19

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). 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 GAAS. 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 requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

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 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 unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC 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.
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/she 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 the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) 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 U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.
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 LGC staff within four months of fiscal year end. 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 GAAS include a review of the Governmental Unit's (Units') 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/her 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 (Units') 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(s) 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 invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) 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 Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any costs 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. 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(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC staff simultaneously with the Governmental Unit's (Units') 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(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) 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 upon completion.

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(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

13. The Auditor shall submit the report of audit in PDF format to LGC Staff when (or prior to) submitting the final 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 LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). 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(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC staff.

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 LGC Staff.

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 modified or amended 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 modified or 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 (pre-audit requirement does not apply to charter schools). 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 to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.
16. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and shall be incorporated by reference as if fully set forth herein as part of this 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 26 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.
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 (pre-audit requirement does not apply to charter schools), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.
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. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.
22. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.
23. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
24. 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.

25. 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.
26. 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).
27. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>.
28. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

FEES FOR AUDIT SERVICES

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.

Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter, but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8, 9, and 12 for details on other allowable and excluded fees.

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 below. 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. Should the 75% cap provided below conflict with the cap calculated by LGC staff based on the prior year audit fee on file with the LGC, the LGC calculation prevails.

20 NCAC 03 .0505: All invoices for services rendered in an audit engagement as defined in 20 NCAC 3 .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law.

PRIMARY GOVERNMENT FEES


Primary Government Unit	Town of Angier, North Carolina
Audit	\$ 21,250
Writing Financial Statements	\$ 5,000
All Other Non-Attest Services	\$ 0
75% Cap for Interim Invoice Approval	\$ 19,687.50

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit	\$ N/A
Writing Financial Statements	\$ N/A
All Other Non-Attest Services	\$ N/A
75% Cap for Interim Invoice Approval	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm Cherry Bekaert LLP	
Authorized Firm Representative (typed or printed) April Adams	Signature 
Date 04/15/19	Email Address aadams@cbh.com

GOVERNMENTAL UNIT

Governmental Unit Town of Angier, North Carolina	
Date Primary Government Unit Governing Board Approved Audit Contract (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
Mayor/Chairperson (typed or printed)	Signature
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

(Pre-audit certificate not required for charter schools)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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.

Primary Governmental Unit Finance Officer (typed or printed)	Signature
Date of Pre-Audit Certificate	Email Address

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU N/A	
Date DPCU Governing Board Approved Audit Contract (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed) N/A	Signature
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE
(Pre-audit certificate not required for charter schools)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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.

DPCU Finance Officer (typed or printed) N/A	Signature
Date of Pre-Audit Certificate	Email Address

Remember to print this form, and obtain all
required signatures prior to submission.

PRINT

April 15, 2019

Mr. John Ellis, Finance Director
Town of Angier
55 N Broad Street W
Angier, NC 27501

Dear Mr. Ellis:

This engagement letter between Town of Angier (hereafter referred to as the "Town" or "you" or "your" or "management") and Cherry Bekaert LLP (the "Firm" or "Cherry Bekaert" or "we" or "us" or "our") 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, 2019:

Audit and attestation services

1. We will audit the basic financial statements of the Town as of and for the year ending June 30, 2019 including the governmental activities, the business type activities, the aggregate discretely presented component unit, each major fund and the remaining fund information. We will not audit the financial statements of the Town of Angier Alcoholic Beverage Control Board (the "Board"). We will refer to the component auditor in our audit opinion.
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 Town's management's discussion and analysis (MD&A)), introductory, and statistical sections which will consist of inquiries of Town's 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.

Nonattest 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, and 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 the Town's 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 the Town in our audit of the Town's 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 the Town and the Town should not expect that we will act only with due regard to the Town's interest in the performance of this audit and the Town should not impose on us special confidence that we will conduct this audit with only the Town's interest in mind. Because of our obligation to be independent of the Town, no fiduciary relationship will be created by this engagement or audit of the Town's 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 AND ATTESTATION SERVICES

The objective of our audit is the expression of opinions as to whether the Town's 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 over financial reporting and compliance with the provisions of applicable laws, regulations, contracts, and grant agreements, 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; 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 the 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.

NONATTEST ACCOUNTING AND OTHER SERVICES

The accounting and other services described in this section are nonaudit services, which do not constitute audit services under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming Town's management responsibilities.

Accounting services

We will advise Town's management about the application of appropriate accounting principles, and may propose adjusting journal entries to the Town's financial statements. The Town's 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, the Town's management determines that a journal entry is inappropriate, it will be the Town's 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 related notes, based on information provided by the Town. However, the responsibility for the Town's financial statements and notes remains with the Town's 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.

Town's management 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, the Town's management will need to sign a representation letter acknowledging its responsibility for the results of these services.

TOWN'S MANAGEMENT RESPONSIBILITIES RELATED TO THE AUDIT

The Town's 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. The Town's 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.

The Town's 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 Town 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 Town involving (1) the Town's 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 Town received in communications from employees, former employees, grantors, regulators, or other. In addition, you are responsible for identifying and ensuring that the Town 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 U.S. generally accepted accounting principles. 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.

The Town's management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. The Town's 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 Town's management 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.

You agree to assume all the Town's management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

The Firm will rely on the Town's 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 fee contemplates only the services described in the Summary of Services section of this letter. If the Town's 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	\$21,250
Accounting services	
Financial statement preparation	5,000
Total	<u>\$26,250</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.

Town of Angier
April 15, 2019
Page 6

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 the Town's 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 that the Town will cooperate fully with any procedures we deem necessary to perform with respect to these matters.

Our audit will also include performing procedures on the financial information of the Board that will be included in the Town's financial statements. Such information may be subjected to an audit or audit procedures, which has been performed by other auditors other than Cherry Bekaert ("component auditors"). As part of our required procedures over component auditors, we will require access to component information, persons at components including management and those charged with governance and component auditors. If we are unable to gain access to these resources or if the component auditor does not cooperate with our required supervisory role we may be unable to render our opinion on the Town's financial statements.

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. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by the Town's management, as well as evaluating the overall presentation of the financial statements. 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 the Town's 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 the Town's 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, including cybersecurity, 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 or material weaknesses. However, during the audit, we will communicate to the Town's management and those charged with governance internal control related matters that are required to be communicated under AICPA 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 provisions of applicable laws and regulations, 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 (IF APPLICABLE)

All nonattest services to be provided in the attached engagement letter (if applicable) 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 that the Town's designated individual will assume all the Town's 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, the designated individual is 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 the Town's 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 Town's 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 the Town's 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 the Town's management's consultation with other accountants about auditing and accounting matters; (8) major issues that were discussed with the Town's 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 the Town's 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 12 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 the Town 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 the Town, 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 the Town, 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 the Town, the Town 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.

No Third-Party Beneficiaries

The Parties do not intend to benefit any third party by entering into this Agreement, and nothing contained in this Agreement confers any right or benefit upon any person or entity who or which is not a signatory of this Agreement.

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 affect 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



Board of Commissioners Agenda Report

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

MEETING DATE: June 4, 2019
PREPARED BY: Sean Johnson
ISSUE Ordinance Text Amendments
CONSIDERED:
DEPARTMENT: Planning & Inspections

SUMMARY OF ISSUE:

The Planning Department requests that the Board consider the adoption of Staff and Planning Board recommended amendments to Section 7.3.4 of the Unified Development Ordinance. These amendments intend to amend the required screening for waste containers, both existing and proposed, located at multifamily and nonresidential sites. Staff, the Planning Board and the Commissioners have carefully discussed these amendments at several previous meetings. The public hearing for the consideration of this amendment was conducted during the May 7, 2019 Board of Commissioners meeting. The amendment was tabled and discussed further at the May 21st Board Workshop.

FINANCIAL IMPACT:

Costs to add amendments to the Ordinance will be paid out of the current Administration and/or Planning Department budget.

RECOMMENDATION:

Staff recommends the Board approve the amendments to Section 7.3.4 of the Ordinance as presented.

REQUESTED MOTION: (Amendments will be voted on separately)

I move to adopt the amendment to Section 7.3.4 of the Unified Development Ordinance as presented.

REVIEWED BY TOWN MANAGER:

Attachments:

UDO Amendment Draft

**AN ORDINANCE AMENDING CHAPTER 7,
SECTION 7.3.4 OF THE TOWN OF ANGIER
ZONING ORDINANCE**

NOW, THEREFORE, BE IT ORDAINED by the Town of Commissioners' of the Town of Angier that Chapter 7, Section 7.3.4 of the Zoning Ordinance of the Town of Angier is amended as follows:

7.3.4 Screening Requirements for Outdoor Storage, Waste Containers, and Mechanical Equipment.

The following requirements shall apply to all existing nonresidential and multifamily development:

A. Any waste container which exceeds 96 gallons existing at the time of adoption of this ordinance shall be brought into compliance with the following screening requirements within six months of the effective date of this ordinance. For interpretation purposes, waste container shall include any waste container, recycling container, grease trap, oil storage container or any other similar container.

B. All waste containers shall be screened in the form of an opaque wall or fence with a latching gate that will reasonably secure the enclosure from unauthorized entry. The screen shall exceed the height of the waste containers by a minimum of six inches and shall not interfere with the emptying, replacement or removal of waste containers. Chain link fencing with slats or other supplemental screening material shall not be used to meet the requirements of this section. All screening materials shall remain in good condition as determined by the Administrator.

The following requirements shall apply to all new and expanding nonresidential and multifamily development.

C. All waste containers and outdoor storage shall be located to the rear of the principal structure.

D. All waste containers which exceed 96 gallons shall be screened in the form of an opaque wall or fence with a latching gate that will reasonably secure the enclosure from unauthorized entry. The screen shall exceed the height of the waste containers by a minimum of six inches and shall not interfere with the emptying, replacement or removal of waste containers. Chain link fencing with slats or other supplemental screening material shall not be used to meet the requirements of this section. All screening materials shall remain in good condition as determined by the Administrator.

E. All screening shall utilize building materials that are compatible with those used for the exterior of the principal structure.

F. Ground mounted mechanical equipment shall be located to the rear or side yard and screened from view of the street. Roof-mounted mechanical equipment shall be screened from view by a parapet wall or screen wall matching the primary building materials. For the purposes of these requirements, mechanical equipment shall consist of heating, ventilating, air conditioning and refrigeration systems, fuel burning equipment and appurtenances thereof.

Adopted by the Angier Board of Commissioners on this the 4th day of June, 2019.

ATTEST:


Lewis W. Weatherspoon, Mayor

Veronica Hardaway, Town Clerk



Board of Commissioners Agenda Report

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

MEETING DATE: June 4, 2019
PREPARED BY: Gerry Vincent, Town Manager ICMA-CM 
ISSUE: Disposing of Local Government Property
CONSIDERED:
DEPARTMENT: Administration

SUMMARY OF ISSUE:

Disposing of local government property by the Sealed Bid Process (G.S. 160A-268)

FINANCIAL IMPACT:

There would be no financial expense other than advertisements.

RECOMMENDATION:

I would recommend the sealed bid process to dispose of local government properties.

REQUESTED MOTION: For discussion purposes at this time.

REVIEWED BY TOWN MANAGER: *Gerry Vincent*

Attachments:

UNC School of Government Step by Step Procedures.

Step-By-Step Procedures for Disposal of Surplus Property For North Carolina Local Governments

Method	Type of Property	Procedural Requirements			
Competitive Sales					
Sealed bids (G.S. 160A-268)	Real property Personal property	Step 1: Board adopts resolution authorizing sale by sealed bid	Step 2: Publish advertisement for sealed bids at least 30 days before the bid opening for real property; 7 days for personal property	Step 3: Receive and open sealed bids	Step 4: Award to highest responsive, responsible bidder or reject all bids
Upset bids (G.S. 160A-269)	Real property Personal property	Step 1: Unit received offer to purchase property	Step 2: Board adopts resolution accepting offer and authorizing upset bid procedure; offeror deposits 5% of bid amount with clerk while upset procedure takes places	Step 3: Publish advertisement for upset bids. Qualifying upset bid must be an amount at least 10% of the first \$1000 of the original offer and 5% of the remainder. Bidders must submit qualifying upset bids within 10 days after date of advertisement and be accompanied by a 5% bid bond or deposit.	Step 4: If qualifying upset bid received, repeat advertisement and upset bid process until no additional qualifying upset bid is received, then award to highest bid or reject all bids

TOWN MANAGER'S REPORT

Memo

To: Gerry Vincent, Town Manager
From: Bill Dreitzler, P.E., Town Engineer
Date: May 28, 2019
Re: June 2019 BOC Meeting - Engineer's Staff Report

Please consider my staff report for the scheduled June 4, 2019 Board of Commissioners meeting:

Hwy 210 Sidewalk Extension Project

The focus of the project at this time is the right-of-way and easement acquisition phase for 13 separate properties. This effort is expected to take 4 to 6 months and is being handled by staff. Once completed and we have received r/w approval from NCDOT we will be able to move forward with bid advertisement.

Wastewater Inflow/Infiltration Evaluation

Two Inflow/Infiltration projects were recommended for budget consideration within the 2018-2019 FY. These projects include: Priority 4 Manhole Rehabilitation: Recommended Budget - \$60,000 and TV Inspection of Priority 3 Sewer Collection Mains (13,000 LF): Recommended Budget - \$35,000. We are not presently moving forward with either project pending final Board decisions with regards to the 2019-2020 Budget.

Wastewater Collection and Water System Master Plan

We are proceeding with updating both the water and sewer master plans to account for the future Hwy 55 bypass.

As part of this process, staff is also evaluating the potential backup potable water supply from alternative sources. The Town currently purchases all of its potable water from Harnett County.

Planning Department Policies

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

Construction Standards

The Construction Standards were adopted in March of 2000 and have not been updated since. Planning and Public Works are working together to amend the written technical specifications portion of the Construction Standards. In addition, we are in the process of evaluating the cost to revise and update all of the standard details. Given the scope of updating the standard details, the effort will require an outside drafting technician. Staff anticipates presenting the work as part of the 2019-2020 budget process. This is an on-going effort.

Angier / Harnett County Water Purchase Agreement Renewal

I am completing final update edits to the proposed water purchase agreement. A final draft will be ready for circulation and comment within the next week.

Sanitary Sewer Flow Tracking

We are in the process of establishing a sewer flow tracking spreadsheet to more accurately account for wastewater flows that have been obligated but are not yet tributary to our system. As an explanation, when we permit a residential subdivision and the application has a projected flow of 30,000 gallons per day then we have "committed" that flow to our system and the volume is no longer available. Actual flows less available capacity does not represent available flows. We must account for those obligated flows. **I continue to work on the development of the flow tracking spreadsheet.**

PARTF APPLICATION – MAY 2020 SUBMITTAL

Staff is in the process of evaluating/preparing for a potential 2020 PARTF Grant Application. Initial steps will include a Parks and Recreation Needs Survey, Updating the Jack Marley Park Master Plan and the development of an overall Angier Parks System Master Plan. These components must be completed as part of any potential 2020 Application or we will not be competitive enough to secure funding. The initial draft of the Needs Survey has been completed and is being circulated among staff for edits. Once completed, we will have our PARTF consultant from NC State provided a review and comment prior to distribution.

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.
- 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", with a stylized flourish at the end.

Bill Dreitzler, P.E.
Town Engineer



Angier Police Department

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

Angier, North Carolina 27501

Office (919) 639-2699

Chief of Police

Arthur R. Yarbrough, Jr.

ayarbrough@angier.org

Date May 29, 2019
To Town Manager Gerry Vincent
From Arthur R. Yarbrough, Jr.

Subject Matter: May 2019 Police Activities
Statistical Data

****Police activities for the month of May consisted of 3,116 Calls for Service/Officer initiated activities. Officers investigated 20(oa) incidents involving 27 offenses. Of the offenses committed 17 individuals were arrested on a total of 27 charges.**

****Traffic enforcement activities included 1 official traffic checkpoint, 89 traffic stops, 48 citations issued totaling 66 charges as opposed to 41/57 in April . There were also 22 traffic accidents investigated during this period, 19 last month.**

****Other activities**

Officers completed 2340 security checks, 67 business contacts and 367 subdivision checks.

**** High visibility on the roadways, subdivisions and increased business walk thru's are the area of concentration for the month of June and July. High Police visibility at the park thru out the season from 6-9pm. (as much as possible that call volume will allow)**

Speed limit 25mph sign and Radar Speed Device has been installed/located on N. Dunn Street. This is the data collecting device. We will provide and review that data to determine the amount of speeding in that area and what other measures may or may not be necessary.

Citation Totals by Charge

Angier Police Department

(04/28/2019 - 05/28/2019)

Charge:	Number of Charges:
Speeding (Infraction)	7
Seat Belt	3
No Operator License	7
Driving While License Revoked	8
Expired Registration	4
Unsafe Movement	2
Failure To Stop (Stop Sign/Flashing Red Light)	2
No Insurance	1
Failure To Reduce Speed	2
Other (Misdemeanor)	1
Other (Infraction)	11
Other (2nd Charge - Infraction)	18
Total:	66

Arrest Felony Totals by Officer

Angier Police Department

(04/28/2019 - 05/28/2019)

Arresting Officer:	Total Charges On All Felony Arrests:	Total Felony Charges:	Total Felony Arrests:
615 - Patrol Officer Scott J. Pollard	1	1	1
614 - Patrolman Conner R. Capshaw	3	2	1
618 - Patrolman Jerel M. Wilson	8	1	1
610 - Torry L. Creek	1	1	1
Total:	13	5	4

Arrest Misdemeanor Totals by Officer

Angier Police Department

(04/28/2019 - 05/28/2019)

Arresting Officer:	Total Charges On All Misdemeanor Arrests:	Total Misdemeanor Arrests:
615 - Patrol Officer Scott J. Pollard	3	3
613 - Patrolman Adam D. Meder	2	2
614 - Patrolman Conner R. Capshaw	4	4
618 - Patrolman Jerel M. Wilson	1	1
617 - Patrolman Michael G. Anderson	2	1
610 - Torry L. Creek	2	2
Total:	14	13

Call Log Call Type Summary

Angier Police Department

04/28/2019 - 05/28/2019

<No Call Type Specified>	16	911 Hang Up - 911 Hang Up	15
Alarm Activation - Alarm Activation	11	Animal Complaint - Animal Complaint	4
Assault - Assault	2	Assist EMS - Assist EMS	10
Assist Fire - Assist Fire Department	1	Assist Motorist - Assist Motorist	7
Assist Other Agency - Assist Other Agency - Law Enforcement	9	Breaking and Entering - Breaking and Entering	4
Business Walk Thru - Business Walk Thru	67	Careless and Reckless Vehicle - Careless and Reckless Vehilce	4
Community Policing - Community Policing	1	Crash - Traffic Accident	22
Custody Dispute - Child Custody Dispute	2	Disturbance - Disturbance	29
DOA - Dead On Arrival	1	Domestic Dispute - Domestic Dispute	5
Drug Activity - Drug Activity	3	Escort - Escort	8
Follow Up - Follow Up	1	Fraud - Fraud	4
Larceny - Larceny	5	Mental Subject - Mental Subject	3
Missing Juvenile - Missing Juvenile	2	Noise Complaint - Noise Complaint	3
OD - Drug/Alcohol Overdose	2	Other Call - Other Call Not Listed	4
Property Damage - Property Damage	9	Security Check - Security Check	2,340
Sexual Assault - Sexual Assault	2	Stand-By - Stand-By	5
Subdivision Check - Subdivision Check	367	Suspicious Activity - Suspicious Activity	18
Suspicious Person - Suspicious Person	4	Suspicious Vehicle - Suspicious Vehicle	7
Traffic Checkpoint - Traffic Checkpoint	1	Traffic Stop - Traffic Stop	89
Trespassing - Trespassing	4	TWO - Talk With Officer	13
Warrant Service - Warrant Service	6	Welfare Check - Welfare Check	6

Total Number Of Calls: 3,116

Incident Offenses/Victims/Status by Officer

Angier Police Department

All Case Statuses - All Case Dispositions - (04/28/2019 - 05/28/2019)

Reporting Officer:	OCA Number:	Offense:	Victim:	Case Status:	Case Disposition:	Reported:
605 - Sgt Detective Joel R. Shattuck	19-00162	0690 - Larceny -	Overby, Jannie	Closed/Cleared	Cleared by Arrest / No Supplement Needed	05/02/2019
613 - Patrolman Adam D. Meder	19-00189	9910 - Calls for Service	town, angier	Closed/Cleared	Prosecution Declined	05/24/2019
614 - Patrolman Conner R. Capshaw	19-00164	2660 - Probation Violation 1891 - Possession of Heroin 1834 - Drug Violations - Equipment/Paraphernalia - Possessing/Concealing	state, North Caroliana	Closed/Cleared	Cleared by Arrest / No Supplement Needed	05/03/2019
	19-00165	9910 - Overdose 1891 - Possession of Heroin 1834 - Drug Violations - Equipment/Paraphernalia - Possessing/Concealing	Bridges, Michael Wayne state, North Carolina	Closed/Cleared	Cleared by Arrest / No Supplement Needed	05/03/2019
615 - Patrol Officer Scott J. Pollard	19-00168	1120 - Fraud - Obtaining Money/Property by False Pretense 1026 - Counterfeiting - Using	Food Lion, Angier	Closed/Cleared	Prosecution Declined	05/06/2019
	19-00171	9910 - Calls for Service (Fuel Spill) Assist EPA and Fire Dept.	Hepaco, Inc Angier Fire Department	Closed/Cleared	Unfounded	05/07/2019
	19-00181	1120 - Fraud - Obtaining Money/Property by False Pretense 1170 - Identity Theft	Casper, Justin	Further Investigation		05/15/2019
616 - Officer April N. Manglangit	19-00161	0511 - Breaking and Entering	Woerner, Kristi Rose	Closed/Leads Exhausted		05/01/2019
	19-00175	1120 - Fraud - Obtaining Money/Property by False Pretense	Compare Foods	Closed/Leads Exhausted		05/10/2019
617 - Patrolman Michael G. Anderson	19-00184	1790 - All Other Sex Offenses	Sneed, Anjel	Further Investigation		05/20/2019
618 - Patrolman Jerel M. Wilson	19-00163	1834 - Drug Violations - Equipment/Paraphernalia - Possessing/Concealing 2690 - Drug Overdose	State of, North Carolina Town 1, Angier Of	Closed/Leads Exhausted		05/03/2019
	19-00166	9910 - DOA	Hackett, Arlene	Closed/Leads Exhausted		05/05/2019

Incident Offenses/Victims/Status by Officer

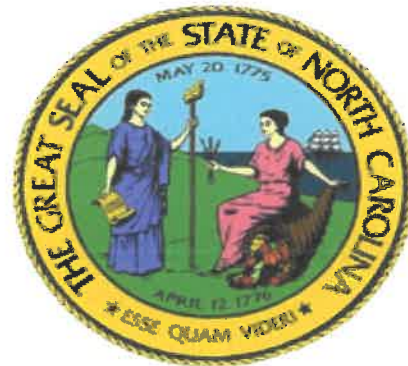
Angier Police Department

All Case Statuses - All Case Dispositions - (04/28/2019 - 05/28/2019)

Reporting Officer:	OCA Number:	Offense:	Victim:	Case Status:	Case Disposition:	Reported:
618 - Patrolman Jerel M. Wilson	19-00173	4010 - Reckless Driving To Endanger	State of, North Carolina Town 1, Angier Of	Closed/Leads Exhausted		05/09/2019
		4010 - Fail To Heed Light or Siren				
		4010 - Flee/Elude Arrest W/MV				
		4010 - DWLR Not Impaired Rev				
		4010 - Failure Yield Stop				
		Sign/Flash Red Light				
		4010 - Unsafe Movement				
		1892 - Possess Marijuana Up to 1/2 oz				
		2640 - Failure to Comply				
619 - Patrolman Carmen N. Mitchell	19-00179	9910 - Drug Overdose	McDonald's	Closed/Leads Exhausted		05/14/2019
	19-00167	1027 - Counterfeiting - Undetermined/Not Applicable	McDonalds, (Victim)	Closed/Leads Exhausted		05/05/2019
	19-00172	9910 - Calls for Service	State, North Carolina	Closed/Leads Exhausted		05/08/2019
621 - Officer John W. Faucett, III	19-00188	1790 - Statutory sexual offense with a child by an adult	Perez, Valeria Cervantes	Further Investigation		05/23/2019
	19-00174	0511 - Breaking and Entering place of worship	Mouimiento Internatarvario church	Further Investigation		05/09/2019
		0660 - Larceny - From Buildings				
	19-00186	0511 - Breaking and Entering	Sherrod, Maya	Further Investigation		05/22/2019
624 - Patrolman Hector A. Alonso, Jr		0660 - Larceny - From Buildings				
	19-00183	2690 - Order for Arrest	state, North Carolina	Further Investigation		05/17/2019

Total Incidents: 20

State of North Carolina
Alcoholic Beverage Control Commission
ABC Law Enforcement Monthly Report
GS 18B-501(f1)



Board:

Angier Town

Reporting Month / Year:

May-19

Regulatory Activity and Training	
Violations Reports Submitted to ABC Commission	0
Total Number of Offenses Contained in Reports	0
Sell to Underage Campaign Checks	
Permittee Inspections	0
Compliance Checks	2
Seller / Server Training	0
Alcohol Education	0

ABC Law Violations	At Permitted Establishment	Away From Permitted Establishment
Sell / Give to Underage		0
Attempt to Purchase / Purchase by Underage		0
Underage Possession		0
Unauthorized Possession		0
Sell / Give to Intoxicated		0
All Other Alcohol Related Charges		0
	Total:	0

Controlled Substance Violations	At Permitted Establishment	Away From Permitted Establishment
Felony Drug Related Charges		1
Misdemeanor Drug Related Charges		4
	Total:	5

Other Offenses	At Permitted Establishment	Away From Permitted Establishment
Driving While Impaired		1
All Other Criminal Charges		66
	Total:	67

TOTAL CRIMINAL CHARGES:	72
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Agencies Assisted	
Assistance Provided to Other Agencies	1

Remarks
None

Reporting Officer / Title:

A.Yarbrough / Chief

Report Date:

6/1/2019

MONTHLY REPORT
ANGIER PARKS & RECREATION
May 24, 2019

- SPRINGS SPORTS TEAMS HAVE STARTED GAMES AND WE ARE EITHER PRACTICING OR PLAYING EVERY DAY OF THE WEEK EXCEPT SUNDAYS THROUGH MID JUNE. OUR BOYS AND GIRLS' PARTICIPANTS RANGE IN AGES FROM 3 THROUGH 16 IN 9 DIFFERENT LEAGUES.
- WE HAVE APPROXIMATELY 40 SPRING SPORTS TEAMS IN THE ANGIER PARKS AND REC PROGRAM THIS SEASON.
- ANGIER PARKS AND REC YOUTH TEAMS WILL BE PREPARING FOR ALL STAR COMPETITION AS SOON AS SPRING REGULAR SEASON IS COMPLETE.
- WE HAD (4) NEW "KOHLER PRESSURE ASSISTED TOILETS" INSTALLED IN THE CHILDREN'S PARK RESTROOMS IN HOPES OF KEEPING THEM UP AND RUNNING WITHOUT STOPPING UP, LEAKING OR BREAKING DOWN, SO WE CAN KEEP THOSE RESTROOMS OPEN ALL OF TIME.
- RLT CONSTRUCTION IS SCHEDULED TO INSTALL THE RETAINING WALL FOR POND AT JACK MARLEY PARK IN EARLY JUNE.

Library Report for June 2017 Meeting

The Angier Public Library will be hosting the summer reading program starting on June 19, 2019 at 2:00 pm in the municipal room. The summer reading will conclude on July 19, 2019.

We will also be having a CRAFTY KIDS CLUB Registration is required and is limited to 10 children per session Ages 8-12 This will start on June 18 2019 and end on August 15 2019. This will be held on Tuesday mornings at 10:30 and Thursday afternoons at 3:30.

Katy will continue with the junior book club over the summer.

JUNIOR SUMMER READING CHALLENGE June 17 thru August 16 Ages 7-12

Packets will be ready on June 17 for more information please ask at the front desk of the Angier Public Library.

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



Town of Angier
Planning & Inspections Department
919-331-6702



Lewis Weatherspoon
Mayor

Gerry Vincent
Town Manager

Planning and Inspections Department
Monthly Report: May 2019

Permits Issued - March 2019:

Total Permits Issued: **19**

Building Inspections Performed: **63**

New Construction - Residential: **2**

New Construction - Commercial: **0**

Total Fees Collected: **\$ 2,910.25**

2018-2019 Fiscal Year Permitting Totals:

New Construction - Residential: **34**

New Construction - Commercial: **3**

Total Fees Collected: **\$ 109,343.00**



Town of Angier
Planning & Inspections Department
919-331-6702



Lewis Weatherspoon
Mayor

Gerry Vincent
Town Manager

Subdivision/Project Update:

Whetstone Phase 2: Awaiting Construction Drawing Comments to be Addressed

Bellewood: Currently Installing Utility Infrastructure

Kathryn's Retreat: Currently Installing Utility Infrastructure

Coble Farms: Awaiting Construction Drawing Comments to be Addressed

Southern Acres: Construction Ongoing in Phase II

Carolina Charter Academy: Construction Ongoing

La Mission De L'Esprit Church: Construction Ongoing

See Attached Code Enforcement Spreadsheet

2019 Code Enforcement Report

File Number	Site Address	Property Owner	Nature of Violation	Date Cited	Date Abated	Current Status
18-107	102 N Dunn St	Henry Williams	Minimum Housing Case	11/6/2018		Unfit for Habitation, Vacated and Closed March 15, 2019
19-001	379 Deer Haven Dr	Lindsay Robinson	Illegal Business	N/A		Monitoring Alleged Business
19-002	276 S Raleigh St	RL Properties, LLC	Furniture & Debris	N/A	1/4/2019	CLOSED
19-003	141 S Dunn St	Leslie Morris	Debris at Street	1/11/2019	1/23/2019	CLOSED
19-004	331 W Depot St	James Tedder	Insufficient Screening	1/14/2019	1/28/2019	CLOSED
19-005	130 Crestview Dr	?	Burned House	1/14/2019	1/23/2019	CLOSED
19-006	1363 N Raleigh St	"Up N Smoke"	Feather Flag	1/17/2019	1/24/2019	CLOSED
19-007	149-A Logan Ct	Angier Sweepstakes (Skills)	Feather Flag	1/23/2019	2/1/2019	CLOSED
19-008	361 S Broad St	Ceferino Antonio	Unpermitted Work	1/23/2019	1/23/2019	CLOSED
19-009	949 N Raleigh St	Martinez Ma Lourdes Santiago	Unpermitted Work	1/23/2019	1/28/2019	CLOSED
19-010	220 Courtland Dr	Curtis and Brittany Thomas	Junk Car & Debris	1/23/2019	3/1/2019	CLOSED
19-011	113 S Poplar St	Harte Financial, LLC	Debris at Street	1/28/2019	2/7/2019	CLOSED
19-012	58 S Dunn St	Harry Arnette	Potential Junked Vehicles	N/A	4/3/2019	CLOSED
19-013	365 W Church St	Ryan Adams	Potential Junked Vehicles	N/A		Monitoring Alleged Junked Vehicles
19-014	559-J N Raleigh St	Hair Salon	Feather Flag	1/31/2019	2/1/2019	CLOSED
19-015	183 W Depot St	Jaime Seawell	Debris at Street	2/1/2019	2/7/2019	CLOSED
19-016	26 N Broad St E	Timothy Coccione	Debris Behind Bldg	2/4/2019	2/19/2019	CLOSED
19-017	109 N Willow St	Vernell Partin	Limbs at street	2/7/2019	2/12/2019	CLOSED
19-018	57 E Williams St	Janna Crawford	Limbs at street	2/7/2019	2/20/2019	CLOSED
19-019	186 Matthews Mill Pond Rd	Ma de Lourdes Santiago	Unpermitted Work	2/20/2019		Ongoing - Working with Owner to Obtain Permits
19-020	244 Landmark Dr	William Warda	Structure Setback Intrusion	3/22/2019	3/27/2019	CLOSED
19-021	191 W Lillington St	Rhunell Chatmon	Minimum Housing Case	2/25/2019		Unfit for Habitation, Findings of Fact Issued March 15, 2019
19-022	263 W Depot St	Guillermo Mateo Morales	Debris	3/1/2019	3/6/2019	CLOSED
19-023	281 W Depot St	Guillermo Mateo Morales	Debris	3/1/2019	3/22/2019	CLOSED
19-024	384 W Williams St	Shelby Wilson	Limbs at street	3/8/2019	3/27/2019	CLOSED
19-025	33 N Johnson St	Green's Tax Service	Feather Flag	3/7/2019	3/18/2019	CLOSED
19-026	244 Landmark Dr	William Warda	Junked Vehicles	3/7/2019	3/26/2019	CLOSED
19-027	108 Sunnydale Ct	Larry Curly and Moe, LLC	Unpermitted Shed	3/12/2019	3/15/2019	CLOSED
19-028	265 Landmark Dr	David Ogilvy	Limbs at street	3/18/2019	4/12/2019	CLOSED
19-029	814 N Willow St	Gary Lanier	Limbs at street	3/18/2019	3/27/2019	CLOSED
19-030	511 N Raleigh St	Boost Mobile	Feather Flag	3/7/2019		Civil Fines Continue For Repeat Violations
19-031	53 Nordan St	Manuel Gomez	Excess Limbs	3/22/2019	4/3/2019	CLOSED
19-032	111 Jill St	Edward & Betsy Weaver	Junked Vehicles	3/22/2019	4/22/2019	CLOSED
19-033	286 Clearfield Dr	Jason Syphrit	Junked Vehicles	3/22/2019	3/28/2019	CLOSED
19-034	33 Laylon Lane	Current Resident/Young MHP	Unpermitted Work	3/28/2019	4/29/2019	On Hold - Variance Hearing - 5/28/19
19-035	48 S Dunn St	Harry L. Arnette	Debris	4/3/2019	4/16/2019	CLOSED
19-036	123 Alan St	Cheryl Robinson	RV Connected to Utilities	4/5/2019	4/18/2019	CLOSED
19-037	194 W Church St	Craig Gentry	Debris in Yard	4/5/2019	4/18/2019	CLOSED
19-038	176 W Church St	Raymond Houston	Debris in Yard	4/5/2019	4/16/2019	CLOSED
19-039	559-J N Raleigh St	Hair Salon	Feather Flag	4/12/2019		Civil Fines Continue For Repeat Violations
19-040	106 N Raleigh St	Angier Notary & Office Service	Feather Flag	4/12/2019	4/25/2019	CLOSED
19-041	86 E Depot St	BokSoon Gong LLC	Debris	4/17/2019	4/22/2019	CLOSED
19-042	390 S Broad St	Blackriver Townhomes LLC	Debris	4/18/2019	5/1/2019	CLOSED
19-043	231 W Church St	Adams	Debris	4/18/2019	5/3/2019	CLOSED

19-044	W Church St/S Johnson St	David & Geneva Cheek	High Grass	4/22/2019	5/4/2019	CLOSED
19-047	142 S Poplar St	Christopher Wagner	High Grass	4/23/2019	4/26/2019	CLOSED
19-048	80 N Broad St E	New Life Worship Center	High Grass	4/23/2019	4/29/2019	CLOSED
19-049	274 Alan St	Holly Wright	High Grass	4/23/2019	5/6/2019	CLOSED
19-050	331 W Depot St	Nissen Auto	High Grass	4/30/2019	5/14/2019	CLOSED
19-051	178 W Church St	Houston Ray Keith(Owner)	Potential Junked Vehicles	4/30/2019	5/14/2019	CLOSED
19-052	256 W Lillington St	Armando Callejas Uribe	High Grass	5/6/2019	5/14/2019	Compliance Deadline: 05/16/19
19-053	261 W Lillington St	Hervy Holloway Jr.	High Grass	5/6/2019	5/14/2019	CLOSED
19-054	251 W Lillington St	Adrian Stephenson	High Grass	5/6/2019	5/14/2019	CLOSED
19-055	N Raleigh St	Furnace Marketplace	High Grass	5/7/2019	5/20/2019	CLOSED
19-056	90 N Park St	David Knight	High Grass	5/7/2019	5/17/2019	CLOSED
19-057	18 Nordan St	Moises Chavez	High Grass	5/14/2019		Compliance Deadline: 05/30/19
19-058	50 S Cross St	Labrenda Scriven	Debris	5/14/2019		Compliance Deadline: 05/30/19
19-059	W Lillington St	Christopher Brown	Abandoned Vehicle	5/14/2019	5/15/2019	CLOSED
19-060	117 N Park St	Trevel Construction Corp.	High Grass	5/14/2019		Compliance Deadline: 05/30/19
19-061	144 W Williams St	Seawell Properties, LLC	Potential Junked Vehicle	5/17/2019		Compliance Deadline: 06/16/19
19-062	38 E Lillington St	Grover B Vaughn	High Grass	5/21/2019		Compliance Deadline: 06/3/19