



BOARD OF COMMISSIONERS REGULAR MEETING AGENDA

Tuesday, March 5, 2019

7:00 PM

Location: 28 N Raleigh Street, Angier, NC 27501

Call to Order

Pledge of Allegiance

Invocation

Approval of Agenda

Presentations

- 1. Year-end Audit – Cherry Bekaert LLP will present findings from the Comprehensive Annual Financial Report for year ending June 30, 2018**
- 2. Ricky Temple with RLT & Associates will discuss the process of the Jack Marley Park Retention Wall construction**

Public Comment

Public Hearing

No Report

Consent Agenda Items

- 1. Approval of Minutes:**
 - a. February 5, 2019 – Regular Meeting
 - b. February 26, 2019 – Work Session Meeting
- 2. Consideration and Approval of Budget Amendment #7 to Purchase two New Police Vehicles**
- 3. Consideration and Approval to Adopt the Amended Audit Contract, with Cherry Bekeart, LLP, to Extend the Due Date from 2/15/19 to 3/6/19**

- 4. Consideration and Approval to Adopt a Code Enforcement Policy**
- 5. Consideration and Approval to allow NC State University School of Design conduct to a Downtown Area Design Visioning Study**

Business Items

- 1. Consideration and Approval to Adopt Recommended Ordinance Text Amendments to the Unified Development Ordinance**
- 2. Minimum Housing Case – Consideration and Approval to adopt Ordinance #003-2019 to Vacate and Close Structure Located at 102 North Dunn Street**
- 3. Downtown Advisory Board Appointments**
- 4. Flag Etiquette**
- 5. Planning Board Vacancy**
- 6. Request for Qualifications for Downtown WiFi**
- 7. Consideration and Approval of Resolution #004-2019 opposing Part I. of House Bill #91 that Requires Consolidation in Counties with Multiple ABC Systems**

Town Manager's Report

- **Department Reports**
- **Manager's Report**

Mayor & Town Board Comments

Adjourn

CONSENT AGENDA

**Town of Angier
Board of Commissioners
Tuesday, February 5, 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, February 5, 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
Interim Chief of Police Arthur Yarbrough
Downtown Manager Christy Adkins
Library Director Amanda Davis

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 February 5, 2019, meeting agenda: The Town Board approved the agenda as presented.

Board Action: The Town Board unanimously approved the February 5, 2019 meeting agenda as presented.

Motion: Commissioner Smith

Second: Commissioner Hill

Vote: Unanimous, 4-0

Presentations:

No Report.

Public Comment: Seeing no one come forward, Mayor Weatherspoon closed the public comment portion of the meeting.

Public Hearing:

No Report.

Consent Agenda Items

1. Approval of Minutes

- January 8, 2019 – Regular Meeting
- January 22, 2019 – Work Session Meeting

2. Consideration and Approval of Budget Amendment #6 to increase the General Fund by \$70,648 as directed by the Board of Commissioners during their January 22, 2019 Work Session Meeting.

3. Consideration and Approval to contract with Triangle J COG to conduct a Pay & Classification Study.

4. Consideration and Approval of the Downtown Revitalization and Economic Development Grant Agreement.

5. Consideration and Approval to adopt Resolution #002-2019 to authorize Town Manager's ICMA-RC 457 Deferred Compensation Plan that was agreed upon in his contract.

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

Motion: Commissioner Hill

Second: Commissioner Hawley

Vote: Unanimous, 4-0

Business Items

1. Consideration and Approval to adopt Resolution #001-2019 Authorizing Disposition of Surplus Property for the Police Department.

Town Manager Gerry Vincent informed the Board the Police Department is requesting for two vehicles to be declared as surplus property that are either outdated or impractical for law enforcement. Use of the proceeds will be utilized to purchase another SUV. Two vehicles previously declared have sold for a total of \$10,025.

Board Action: The Town Board unanimously voted to adopt Resolution #001-2019 Authorizing Disposition of Surplus Property for the Police Department.

Motion: Commissioner Hawley

Second: Commissioner Smith

Vote: Unanimous, 4-0

Town Manager's Report

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

- A. Met with all Department Directors to better understand ongoing projects, future projects, staffing, challenges and budgetary concerns this fiscal year and next year.
- B. Scheduled a meeting with a financial company, Davenport & Company, LLC, to review the Town's finances and give recommendations on policy, refunding options and other budgetary matters.
- C. Reviewed grant to provide WiFi in the Downtown area. Working on specifications and will send out Request for Proposals soon.
- D. Reviewed Harnett County's proposed Library Consolidation Plan with Brian Haney. Mr. Vincent suggested that this topic be on a future workshop session for the Board to discuss.
- E. The Mayor, Town Manager, and staff met with Piedmont Natural Gas reps to receive an update on the Natural Gas Project. The completion is set for March 31st at the Town Limits as Phase 1; Phase 2 date is to be determined.
- F. Working with Carolina Charter School to secure funding for a School Resource Officer. If funding is not secured, the Charter School may be requesting the Town of Angier to absorb the costs in the first year.
- G. A meeting will be scheduled with Fuquay-Varina to discuss the ETJ and the expired annexation agreement.
- H. An Agreement has been signed with CGI Communications, at no cost to the Town, to create a community video of Angier to promote and attract visitors, economic development, and residents.
- I. Parks & Recreation Department will be updating its Master Plan this calendar year in order to be able to apply for Parks & Recreation Trust Fund (PARTF) Grants.
- J. The Jack Marley Park retention wall project Request for Proposals has been advertised in the local newspaper, on the Town's website and direct soliciting contractors. Deadline for RFP's is February 25, 2019 at 2pm.
- K. A presentation was made to the Kiwanis Club.
- L. The Manager's Winter Conference will be this week from Wednesday to Friday in Winston-Salem.

Mayor & Town Board Comments

Commissioner Hill expressed his appreciation to the Police Department for the work they are doing. He thanked Interim Chief Yarbrough for having more visibility of officers around Town and commended for a job well done.

Adjournment: Being no further business, the Town Board voted unanimously to adjourn the meeting at 7:11pm.

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, February 26, 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, February 26, 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
Public Works Director Jimmy Cook
Finance Director John Ellis
Planning Director Sean Johnson
Town Engineer Bill Dreitzler
Interim Police Chief Arthur Yarbrough
Sgt. Lee Thompson
Downtown Manager Christy Adkins
Parks & Recreation Director Derek McLean
Town Attorney Dan Hartzog Jr.

Others Present:

Call to Order: Mayor Pro-tem Honeycutt presided, calling the Board of Commissioners meeting to order at 6:37 p.m.

Pledge of Allegiance: Mayor Pro-tem Honeycutt led the pledge of allegiance.

Invocation: Commissioner Smith offered the invocation.

Mayor Weatherspoon entered the Chamber and presided over the remainder of the meeting.

Commissioner Smith proposed a consensus of the Board as a policy that only those items discussed previously during the Board Work Session or items with a majority vote will be placed on the Consent Agenda.

Board Action: The Town Board unanimously approved a policy that only those items discussed previously during the Board Work Session or items with a majority vote will be placed on the Consent Agenda.

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

Approval of the February 26, 2019, meeting agenda: The Town Board approved the agenda as presented.

Board Action: The Town Board unanimously approved the February 26, 2019 meeting agenda as presented.

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

A. Retention Wall Project/Request for Proposals

Town Manager Gerry Vincent explained Request for Proposals for the construction of a retention wall at Jack Marley Park were due February 25th at 2pm. However, no bids were received. Mr. Vincent explained that the project can be re-bid by directly soliciting contractors, or the Town could contract with a previous responsible bidder that was received prior to the RFP. Staff can request the previous responsible bidder submit a proposal using material approved by the Board.

The Board had much discussion on material to be used.

It was the consensus of the Board to direct the Town Manager to invite Ricky Temple, responsible bidder, to attend the March 5th Board meeting to discuss the construction of the retention wall.

B. Downtown WiFi/Request for Qualifications

Mr. Vincent informed the Board that Requests for Qualifications were due February 25th at 3pm. The Town received one RFQ from Alan Fitzpatrick with Open Broadband out of Waxhaw. Mr. Fitzpatrick is very knowledgeable of WiFi and Broadband.

It was the consensus of the Board to allow the Town Manager to research the RFQ and make a recommendation to the Board at the March Board meeting.

C. Highway 210 Sidewalk Extension Project

Town Engineer Bill Dreitzler addressed the Board regarding the Highway 210 Sidewalk Extension Project. Mr. Dreitzler reminded the Board that the Town entered into a Locally Administered Project (LAP) agreement with NCDOT back in June 2016. He explained the updated budget translates to a 33% Town match and a 67% Federal Grant and that the cost

for the easement acquisition consultant and the construction administration are costs that were originally included within the Summit Engineering cost proposal; however, they were not authorized at the time of contract execution. This section of sidewalk extension from Walgreens to Fish Drive is considered a key piece of the Town's Pedestrian Plan. In addition, the Town has been awarded another sidewalk grant through the LAP Program that will include an additional 3,950 linear feet and a Federal Grant of an estimated \$1,426,000 (local match of \$356,500). This project includes extensions along Willow Street from the community pool to Junny Road; along Junny Road from Willow Street to Glen Meadow Drive and another piece along W. Lillington Street from Park Street to Highway 210. The last section along W. Lillington Street will connect to the project currently under design along Highway 210. Staff is requesting Board consideration to authorize the Town to receive bids for the easement acquisition phase of the project. Although this has been handled in-house on past projects, this project involves working with 13 different property owners. Based on the overall scope of the task, the effort can be completed more efficiently and expeditiously using an outside consultant.

It was the consensus of the Board to authorize Town Engineer to seek proposals for right of way acquisition.

D. Police Department Request to Purchase two Police Vehicles

Town Manager Gerry Vincent addressed the Board and explained that the Police Department has the opportunity to purchase 2 Ford Police Interceptors at a substantial savings from a nearby dealer. The Fayetteville dealer had an overstock of vehicles and contacted the Police Department offering said vehicles for \$25,193 each with the original sales price at \$31,530 plus fees. The Department recently sold two surplus vehicles on govdeals.com with net revenues of \$9,272. Another two vehicles are currently in the auction process on govdeals.com and are expected to raise the total revenues to \$25,900. This leaves an amount to be funded of \$32,828 to which he recommended to come from the General Fund Unassigned Fund Balance.

It was the consensus of the Board to proceed with the purchase of two additional police vehicles and to place the item on the Consent Agenda for March.

E. Freedom Balloon Festival Discussion

Mayor Weatherspoon stated that due to fundraising deadlines, the Freedom Balloon Festival may make other arrangements this year but possibly return in the future.

F. Planning/Zoning Items

i. Downtown Advisory Board Recommended Members

The Planning Department solicited applications from various property owners, business owners and citizens. Right now, the Advisory Board will serve at least a one year term at the discretion of the Town Board. This Board will help carry out several initiatives to include the prioritization of

downtown projects, festival and community events, organization, beautification enhancement projects and fulfilling the NC Main Street Program requirements. Planning Director Sean Johnson and Downtown Manager Christy Adkins presented nine members for recommendation to the Downtown Advisory Board and requested the Board to officially appoint those members during the March Board meeting.

The Board asked how many applications were received. Mr. Johnson stated there were 17 in total.

It was the consensus of the Board to receive the full list of applicants prior to appointment of members. It was requested the list be provided at the March Board meeting. It was also the consensus of the Board to invite those who wish to serve on the Advisory Board to attend a 'mix and mingle' event in order to get to know the applicants.

ii. Schedule of Town Events

Ms. Adkins has begun coordinating several downtown events and projects to occur within the next few months. These events include: Concerts at the Depot in April and June, a community blood drive at the Depot in July, and a Town-sponsored Farmer's Market in late summer in Depot Square. These events would be paid for using the existing Main Street budget as well as other currently budgeted downtown revitalization and beautification line items which will include assistance from the Public Works Department.

Kelly Wyatt, coordinator of Fuquay-Varina's Farmer's Market, stated that the long standing Farmer's Market located in Fuquay-Varina has lost its location. Ms. Wyatt stated she would be one of the organizers of an Angier market and would create a nonprofit organization who'd be responsible for all management and associated costs. She recommended starting with one Saturday per month until participation increases.

The Board discussed some concerns they had such as: trucks being parked in Depot Square, vendors potentially taking away from local businesses, and the perception that other citizens have wanted to start a Farmer's Market in the past and the Town wouldn't allow it.

It was the consensus of the Board to proceed with the Farmer's Market with the exception of opposition from Commissioner Hawley.

Planning Director Sean Johnson asked the Board for their support in the coordination of the upcoming Concert in the Park series. It was mentioned that a downtown merchant was having an event during one of those dates which will drastically effect parking, however Mr. Vincent stated details have been worked out with the merchant.

iii. Code Enforcement Policy Proposal

Sean Johnson presented a proposed Code Enforcement Policy which seeks to establish dollar amount thresholds for placing liens on private property owners for nuisance violations as well as for pursuing legal action against Ordinance violators. He explained these thresholds are intended to prioritize Code Enforcement expenditures. Staff has been tasked with weighing the expense to the Town in staff time, office supplies, postage, legal fees, etc. against the benefit to be gained through placing liens and/or forcing compliance through legal action. The proposed policy is intended to allow the Board to set guidelines that will limit the financial impact to the Town. Mr. Johnson has requested the Board to adopt the policy as presented allowing the Planning Director to use discretion in special circumstances and also allowing the policy to be amended as determined by the Board.

It was the consensus of the Board to proceed with the proposed Code Enforcement Policy and to include it on March's Consent Agenda.

iv. Land Use Amendment to Update Plan for the Bypass

Sean Johnson informed the Board that since the adoption of the 2017 Comprehensive Land Use Plan, NCDOT has selected the western bypass alternative for the R-5705 Highway 55 project. Based on this transportation project having major impact to the growth expected on the West side of Town, staff recommends amending the Land Use Plan to reflect this project as well as preferred Land Use classifications surrounding the Bypass. Mr. Johnson requested the Board consider the amendment to the Land Use Plan and offer suggestions for additions and/or changes to be made. The amendment will go to the Planning Board for their input prior to holding a Public Hearing for adoption.

It was the consensus of the Board to proceed with the recommended Land Use Plan amendment and subsequently hold a Public Hearing after April of this year.

G. North Carolina State University/School of Design Downtown Visioning Study Proposal

Mr. Vincent stated the Town Board and staff have been discussing a Master Plan for the Downtown to set a vision, develop a plan and receive recommendations to begin rejuvenation to create a viable and sustainable downtown economy, as well as pursuing potential funding sources. The project will be guided by planning and design approaches to development of specific sites, open space planning, street-scape design, and overall land uses. The proposed costs, as outlined in the proposal is \$35,198 and were budgeted in this fiscal year as Professional Services under Administration.

Mayor Weatherspoon pointed out that a meeting is scheduled Friday, March 1st and asked the Board for consensus allowing him to give NCSU School of Design permission to move forward prior to the March 5, 2019 Board meeting.

It was the consensus of the Board to allow Mayor Weatherspoon to discuss moving forward with the Visioning Study Proposal with NCSU School of Design and including this item on the March Consent Agenda.

H. Town of Angier/Fuquay-Varina ETJ Annexation Agreement

Planning Director Sean Johnson stated that the Town of Angier and Fuquay-Varina had an Annexation Agreement line in place for 20 years; 1995-2015. In recent months the Town of Fuquay-Varina has approached the Town of Angier with an interest in re-establishing the Annexation Agreement line. Fuquay-Varina has also requested Wake County to expand their Extra Territorial Jurisdiction (ETJ) substantially, which would take up the majority of the southeastern portion of Wake County and extend all the way to the proposed annexation agreement line with Angier.

Mr. Johnson stated that staff of both Towns have met regarding the proposed line and justification for its location. Fuquay has proposed that the Tramwood subdivision, located behind the Kennebec Airport and using Town of Angier water, would be moved to Angier's side of the proposed annexation line. Fuquay-Varina also wishes to correct the proposed annexation line to follow parcel boundaries rather than following Little Black Creek as was in the previous annexation agreement.

These annexation agreement lines are authorized by the State and can be valid for up to a 20 year period, meaning either Town cannot annex any property on the other side of the line.

As part of their ETJ expansion request to Wake County, Fuquay would also have to show how they are going to provide water and sewer services within approximately a 5 year time period of the ETJ being approved. Wake County will be making a decision on the request within the next few months.

It was the consensus of the Board to authorize the Town Manager to contact Fuquay-Varina's Town Manager and discuss the proposed annexation agreement line further. The Board expressed interest in requesting that the Kennebec Flying Club property as well as the Edward Currin property (Wake PIN: 0684766848) be moved to Angier's side of the line.

I. Mayor Updates on Upcoming Events

- i. **Memorial Day** – Former Senator Ronald Rabin and Senator Burgin will speak at the event, further discussion about a possible breakfast that morning, following the ceremony at the flag pole the American Legion Freedom Riders will ride and place flags on Veteran's graveside.

- ii. **4th of July** – Celebration has been cancelled this year.
- iii. **Veteran's Day** – Triston Scott, owner of Carolina Butcher Shop, has held a Veteran's Day event for the last 2 years and is planning on continuing this year with the Town's support. Mr. Scott will be furnishing everything needed for the event.

Commissioner Hill voiced there are negative feelings regarding the lowering of the American flag and requested the Town Manager to research on the when it should be lowered and who has authority to do so.

Adjournment: The Town Board voted unanimously to adjourn the meeting at 8:28pm.

Motion: Commissioner Hawley

Second: Commissioner Smith

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: March 5, 2019
PREPARED BY: Gerry Vincent, Town Manager ICMA-CM 
ISSUE Purchase New Police Vehicles
CONSIDERED:
DEPARTMENT: Administration

SUMMARY OF ISSUE: The Town of Angier, NC was contacted regarding an overstock of two (2) new Ford 2018 Police Interceptor Sedans for a reduced price of \$25,193 compared to the original sales price of \$31,530 from a nearby dealership. With the sale of surplus property (vehicles), the Police Department is in dire need of two additional police vehicles.

FINANCIAL IMPACT: As submitted in this report, the Town will receive approximately \$35,172 in revenue from the sale of surplus property leaving a balance of \$32,828 from the General Fund Unassigned Fund Balance to be transferred to the General Fund.

RECOMMENDATION: Authorize Town Manager to sign all necessary paperwork to purchase the two (2) new Ford 2018 Interceptor Sedans, and authorize a budget transfer as described above.

REQUESTED MOTION: I recommend approval to authorize Town Manager to proceed with the purchase of two (2) police vehicles and authorize the transfer of funds to the General Fund.

REVIEWED BY TOWN MANAGER: GV

Attachments: Memo from Chief Yarbrough
Memo from John Ellis, Finance Director

Town of Angier, North Carolina
Budget Ordinance Amendment
Fiscal Year 2018-19
Amendment #7

BE IT ORDAINED by the Board of Commissioners of the Town of Angier, North Carolina, that the following amendment be made to the general fund budget ordinance for the fiscal year ending June 30, 2019:

Section 1. To amend the General Fund, the appropriations are to be changed as follows:

<u>Account</u>	<u>Decrease</u>	<u>Increase</u>
10-9006-0074 Police - Capital Outlay		68,000
	<u>\$ -</u>	<u>\$ 68,000</u>

This will result in a net increase of \$68,000 in the appropriations of the General Fund. To provide the additional revenue for the above, the following revenues will be increased.

<u>Account</u>	<u>Decrease</u>	<u>Increase</u>
Sale of Fixed Assets		35,172
Appropriation from Fund Balance	-	32,828
	<u>\$ -</u>	<u>\$ 68,000</u>

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Board of Commissioners, and to the Budget Officer and the Finance Officer for their direction.

Adopted this 5th day of March 2019.

Lewis W. Weatherspoon, Mayor

Attest:

Veronica Hardaway, Town Clerk



Town of Angier

www.angier.org

Lewis Weatherspoon
Mayor

Gerry D. Vincent
Town Manager

Veronica Hardaway
Town Clerk

MEMORANDUM

To: Gerry Vincent, ICMA –CM –Town Manager
From: John Ellis – Finance Director *John Ellis*
Cc: Arthur Yarbrough, Jr. – Interim Chief of Police
Date: February 21, 2019
Re: Police Department Request to Purchase 2 Police Vehicles

It is my understanding that the Police Department has the opportunity to purchase 2 Ford Police interceptors at a substantial savings from a nearby dealer. As directed by you, I have analyzed how we might pay for those vehicles.

The total cost based on Police Department information is \$68,000 for budgeting purposes. (An Excel spreadsheet summarizing this information is attached). We recently sold 2 vehicles with net revenues of \$9,272. We now have 2 Police vehicles on GovDeals for sale – the Chevrolet Silverado pickup and a Chevrolet Tahoe. Estimated revenues net of fees for sale of these vehicles is \$14,800 and \$11,100 respectively. This leaves an amount to be funded of \$32,828 and I can recommend that this amount come from General Fund Unassigned Fund Balance.

I am comfortable making this recommendation as it appears that the General Fund information for FYE 6/30/18 indicates that the General Fund Unassigned Fund Balance will be over \$3,000,000 and Fund Balance available as a percentage of General Fund Expenditures will be 80%+, near the same levels as FYE 6/30/17. This one time expenditure is the type that is ideal to be made using fund balance. Also, by the time we are ready to make presentation to the Board the auditors will be presenting the audit report.

Please let me know if I can provide any additional information. If you wish to proceed with this purchase, I will prepare a budget amendment for the March 5th Board meeting.

Town of Angier**Analysis of Funding for Purchase of
2 Additional Police Vehicles**

2 - 2018 Ford Police Interceptors at \$25,193	50,386.00
Police Package Up Fit for 2 vehicles at \$4191.66 each	8,383.32
Estimated Tax and Tags at \$725 Each	1,450.00
1 Radio Unit Consisting of Base and Mobile	7,292.78
	<hr/>
Total Cost of Vehicles With Equipment, etc.	67,512.10
Total Cost Rounded for Budgeting Purposes	68,000.00
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Sources of Funds

Sale of 2010 Dodge Charger for \$5,020 less Fees of \$376.50	4,643.00
Sale of 2010 Dodge Charger for \$5,005 less Fees of \$375.37	4,629.00
Estimated Proceeds from Sale of Chevrolet Pickup for \$16,000	
Less Estimated Fees of \$1,200	14,800.00
Estimated Proceeds from Sale of Chevrolet Tahoe for \$12,000	
Less Estimated Fees of \$ 900	11,100.00
Appropriation from General Fund Unassigned Fund Balance	32,828.00
	<hr/>
Total Funding Sources for 2 Police Cars and Equipment	68,000.00

**MOTOROLA SOLUTIONS**

Quote Number: QU0000468213

Effective: 15 FEB 2019

Effective To: 16 APR 2019

Bill-To:

ANGIER POLICE DEPT
55 N BROAD ST W
ANGIER, NC 27501
United States

Ultimate Destination:

ANGIER POLICE DEPT
55 N BROAD ST W
ANGIER, NC 27501
United States

Attention:

Name: Lt. David Campbell
Phone: 910 893 0221

Sales Contact:

Name: John Briggs
Email: johnbriggs@callmc.com
Phone: 910 237 2635

Contract Number: NC STATE NON Ariba -725G

Freight terms: FOB Destination

Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	\$5,176.00	\$3,909.50	\$3,909.50
1a	1	Q58AL	ADD: 3Y ESSENTIAL SERVICE			
1b	1	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION			
1c	1	QA01833AH	ADD: EXTREME 1-SIDED NOISE REDUCTION			
1d	1	H38BT	ADD: SMARTZONE OPERATION			
1e	1	Q361AR	ADD: P25 9600 BAUD TRUNKING			
2	1	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$150.00	\$112.50	\$112.50
3	1	M22URS9PW1AN	APX4500 7/800	\$4,057.00	\$3,075.50	\$3,075.50
3a	1	G174AF	ADD: ANT 3DB LOW-PROFILE 762-870			
3b	1	W22BA	ADD: STD PALM MICROPHONE APX			
3c	1	G66AW	ADD: DASH MOUNT O2 WWM			
3d	1	G24AX	ADD: 3Y ESSENTIAL SERVICE			
3e	1	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM			
3f	1	GA00804AA	ADD: APX O2 CONTROL HEAD (Grey)			
3g	1	G444AH	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
3h	1	G831AD	ADD: SPKR 15W WATER RESISTANT			
3i	1	GA00235AA	ADD: NO GPS ANTENNA NEEDED	-	-	-
4	98	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$1.00	\$1.00	\$98.00
5	1	HLN6875A	BELT CLIP 3 INCH	\$12.00	\$9.00	\$9.00
6	1	PMMN4062A	IMPRES RSM, NOISE CANC. EMERGENCY BUTTON 3.5MM JACK IP54	\$117.70	\$88.28	\$88.28

Total Quote in USD**\$7,292.78**

N.C. STATE CONTRACT 725-G

THIS QUOTE IS BASED ON THE FOLLOWING:

Batteries of NC & S.W.S. LLC

81 Medical Drive
 Angier, NC 27501
 (919) 331-0241
 lscott@batteriesofnc.com
 http://www.batteriesofnc.com



ESTIMATE

ADDRESS

Angier Police Department
 55 N Broad St. West
 P.O Box 278
 Angier, NC 27501

SHIP TO

Angier Police Department
 55 N Broad St W
 PO Box 278
 Angier, NC 27501-0278 US

ESTIMATE # 10214**DATE 02/14/2019****SALES REP**

Lonnie

PRODUCT/SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
AVC21BB	Part Number: AVC21BB Whelen Dual Avenger II Solo Color: Blue/Blue	1	230.68	230.68T
AVBKT5D	Part Number: AVBKT5D Whelen Dual Avenger Headliner Mount Kit	1	16.52	16.52T
MPS620U-BA	Part Number: MPS620U-BA Federal Signal Blue/Amber Dual Color Light ****Back Window Deck****	2	75.00	150.00T
MPS620U-BW	Part Number: MPS620U-BW Federal Signal Blue White 12 LED Light Head ****Front Grill and Back Side Window	4	75.00	300.00T
VTX609R	Part Number: VTX609R Whelen Amber Essentials Vertex Super LED Warning Lights (Color: Red) ****Brake Lights for Wig-Wag****	2	68.00	136.00T
VTX609B	Part Number: VTX609B Whelen Vertex Super-LED Light (Color: Blue) ****Rear Reverse Lights****	2	68.00	136.00T
FL-40FIF-M	Part Number: FL-40FIF-M Brooking Front Head Light Flasher for Ford Interceptor SUV and Sedans	1	255.00	255.00T
ES100C	Part Number: ES100C Federal Signal DynaMax Siren and Speaker	1	168.00	168.00T
ESB-U	Part Number: ESB-U Federal Signal Universal Speaker Bracket	1	26.93	26.93T
64000	Part Number: 64000 Federal Signal PA640 Siren System 100 Watt Programmable Slide Switch and Light Controller	1	352.18	352.18T
C-VS-1508-INSE	Part Number: C-VS-1508-INSE Havis 2013-2017 Ford Interceptor Sedan 23" Console	1	300.29	300.29T
C-ARM-103	Part Number: C-ARM-103 Havis Armrest for top Mount, Console, Large Pad	1	81.71	81.71T
C-CUP2-I	Part Number: C-CUP2-I Havis Internal Cup	1	29.07	29.07T

Returns: 30 Days to return merchandise. Returns within the 30 days will have a 25% restocking fee. Special Order are Non-Returnable.

PRODUCT/SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Holder			
C-AP-0325	Part Number: C-AP-0325 Havis 3" Accessory Pocket (2.5" Deep)	1	31.84	31.84T
488756	Part Number: 488756 Tessco Laird 806-866 MHZ Phantom Elite 3/4 Hole	1	35.00	35.00T
SB800MPL12	Part Number: SB800MPL12 Pulse Larsen Stealth Blade Antenna 806-896MHZ	1	38.50	38.50T
C-MCB	Part Number: C-MCB Havis Mic Clip Bracket	1	9.69	9.69T
MMBP	Part Number: MMBP Magnetic Mic Clip	1	35.00	35.00T
75432	Part Number: 75432 Stream Light Stinger LED HL With 12 Volt DC Only Charger	1	110.00	110.00T
Labor	Window Tint 18% with Visor	1	325.00	325.00T
Non-Inventory Item - Strobe Lights	Shop Supplies	1	200.00	200.00T
Labor	Installation of Equipment Listed Above	1	950.00	950.00T
Sales Tax	Sales Tax calculated by AvaTax on Thu 14 Feb 17:17:37 UTC 2019	1	274.25	274.25

2018 Ford Sedans

SUBTOTAL	4,191.66
TAX (0%)	0.00
TOTAL	\$4,191.66

Accepted By

Accepted Date

Returns: 30 Days to return merchandise. Returns within the 30 days will have a 25% restocking fee. Special Order are Non-Returnable.

2018 Ford Police Interceptor Sedan
(<https://www.lafayetteford.com/new-Fayetteville-2018-Ford-Police+Interceptor+Sedan-Base-1FAHP2MK1JG135993>)



MSRP:

\$31,530

Dealer Discount:

-\$6,337

Final Price:

\$25,193

4dr Car,P2M,6 Cyl - 3.7 L,Automatic,AWD,Oxford White,Cw,18 City / 25 Hwy,1FAHP2MK1JG135993,J1995,

 Window Sticker

Click To Call

Check Availability

View Vehicle Details (/new-Fayetteville-2018-Ford-Police+Interceptor+Sedan-Base-1FAHP2MK1JG135993)



(<https://www.autoapr.com/app/HXW5XCSU/1FAHP2MK1JG135993>)

CHI-000345

NC

9-NORMAL, NA, 000345, JF182

14607

120180625 1247

CERT CERT TRD RAMP BUMP CAMP BOOK EXPL

VEHICLE DESCRIPTION



Go Further

ford.com

POLICE INTERCEPTOR

2018 SEDAN AWD
5-PASSENGER
3.7L TIVCT V6
6-SPEED AUTO TRANSMISSIONEXTERIOR
OXFORD WHITE
INTERIOR
BLACK CLOTH/CLOTH SEATING

JG 135994

EPA Fuel Economy and Environment

Fuel Economy

18 MPG
combined city/hwy

16 city
22 highway
5.6 gallons per 100 miles

Large Cars range from 14 to 104 MPG.
The best vehicle rates 136 MPG.
Values are based on gasoline and do not reflect performance and ratings based on E85.

Driving Range
combined city/hwy
100 miles

2486 Flexible-Fuel Vehicle
Gasoline-Ethanol (E85)

You spend \$3,250
more in fuel costs
over 5 years
compared to the
average new vehicle.

Fuel Economy & Greenhouse Gas Rating (tailpipe only) Smog Rating (tailpipe only)



The vehicle emits 484 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fuelconomy.gov.

Annual fuel cost
\$2,000

fuelconomy.gov

Calculate personalized estimates and compare vehicles

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash ★★★★★
Driver Passenger ★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash ★★★★★
Front seat Rear seat ★★★★★

Based on the risk of injury in a side impact.

Rollover ★★★★★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4229

TOTAL MSRP \$31,530.00

This label is required pursuant to the Federal Automobile Information Disclosure Act. Gasoline, Licensure, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

CH32

CHICAGO

ITEM # 21-0002 017 5B

CONVOY

JF182 N RA 2X 615 000345 06 18 18

SPECIAL ORDER

02/07/2019

1201806251247



Go Further



Scan this code to experience this vehicle or text 1FJG13594 to 48026 or Visit ford.com/windowlicker

Choose the vehicle you want. Whether you decide to lease or finance, you'll find the choices that are right for you. See your Ford Dealer for details or visit www.FordCredit.com.



Look at Ford's Product! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S. Canada and Mexico. See your Ford dealer for additional details or visit www.FordOwner.com for more information.



FORD CREDIT

INCLUDED ON THIS VEHICLE
EQUIPMENT GROUP 800A

OPTIONAL EQUIPMENT/OTHER
1028-352107/571NC

FLEXIBLE FUEL

REAR DR HNDL AND LOCKS INOPR

KEY FOB

1" FULL FACE WHEEL COVER

REAR WINDOW POWER DELETE

REVERSE SENSING SYSTEM

POLICE ULTIMATE WIRE PACKAGE

GRILL LAMPS 1 & 3PKR WIRE

REAR CONSOLE PLATE

CLOTH/CLOTH SEATING

PRICE INFORMATION
BASE PRICE \$29,505.00
TOTAL OPTIONS/OTHER 1,350.00
TOTAL VEHICLE & OPTIONS/OTHER DESTINATION & DELIVERY 30,655.00

WARRANTY
37/36K MILE WARRANTY

SAFETY/SECURITY
• 75 MPH REAR-CRASH TESTED
• ADVANCED TRAC ESC
• AIRBAGS - FRONT AND SIDE
• AIRBAGS - SAFETY CANOPY
• PERSONAL SAFETY SYSTEM
• 808 POST CRASH ALERT SYS
• TIRE PRESSURE MONITOR SYS

FUNCTIONAL
• ALL-WEATHER DRIVE SYSTEM
• COLLISION AVOIDANCE SYSTEM
• 220 AMP ALTERNATOR
• POLICE BRACKS 4 W/AL DISC
• W/ ABS & TRACTION CONTROL
• POWER STEERING W/EPAS
• ENGINE DUTY SUSPENSION
• TRANSMISSION OIL COOLER
• POWER LOCKS AND WINDOWS
• ADJUST PEDALS, NON MEMORY
• AM/FM SINGLE COMP3, 48PKR
• POWERPOINTS (2)
• REAR VIEW CAMERA

INTERIOR
• BLACK VINYL FLOOR COVERING
• PWR DR SEAT8-WAY/M LUMBAR
• MANUAL PASS SEAT - 2-WAY
• CLOTH BUCKET FRONT SEAT
• VINYL BENCH REAR SEAT
• STEERING - TILT/TELESCOPIC
• 8TH WHEEL W/SPEED & AUDIO
• A/C W/MANUAL CLIMATE
• CONTROL, SINGLE ZONE
• CERTIFIED SPEEDOMETER
• ENGINE HOUR/IDLE METER
• ENGINE RELEASE BUTTON
• LUNGS RELEASE TOP TRAY
• CONSOLE LOCKING PLATE
• RED / WHITE DOME LAMP

EXTERIOR
• 18" STEEL WHEELS
• 18" WHEEL CAPS
• FULL SIZE 18" SPARE W/TPMS
• UNDERBODY DEFLECTOR PLATE
• PROJ BEAM HALOGEN HEADLAMP
• KEY LOCKS (DR/PASS/TRUNK)
• GRILLE - BLACK
• EASY FUEL CAPLESS FILLER

2018 Ford Police Interceptor Sedan
(<https://www.lafayetteford.com/new-Fayetteville-2018-Ford-Police+Interceptor+Sedan-Base-1FAHP2MK3JG135994>)



MSRP:	\$31,929
Dealer Discount:	-\$6,736
Final Price:	\$25,193

4dr Car,P2M,6 Cyl - 3.7 L,Automatic,AWD,Oxford White,18 City / 25 Hwy,1FAHP2MK3JG135994,J1994,

 Window Sticker

Click To Call

Check Availability

View Vehicle Details (/new-Fayetteville-2018-Ford-Police+Interceptor+Sedan-Base-1FAHP2MK3JG135994)



(<https://www.autoapr.com/app/HXW5XCSU/1FAHP2MK3JG135994>)

Disclaimer

Prices exclude taxes, tag, title and \$699 dealer administrative/processing fee. Vehicle subject to prior sale. See









Board of Commissioners Agenda Report

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

MEETING DATE: March 5, 2019
PREPARED BY: John Ellis – Finance Director
ISSUE
CONSIDERED: Adoption of Amended Audit Contract to Extend the Due Date from 2/15/19 to 3/6/19
DEPARTMENT: Administration - Finance

SUMMARY OF ISSUE: The Audit Contract due date was recently extended to February 15, 2019. We had a draft report by that date and have been working with the auditors in finalizing that draft so they can present it at the March 5, 2019 meeting and then file it with the Local Government Commission.

We are presenting an amendment to the contract that changes the contract to March 6, 2019. This date carries us through the report presentation on the evening of March 5th and the subsequent submission to the Local Government Commission on March 6th.

FINANCIAL IMPACT: There is no financial impact associated with this contract amendment. The contract price is not amended with this change.

RECOMMENDATION: Formally adopt form LGC-205 Amended – Amendment to Contract to Audit Accounts between Cherry Bekeart LLP and the Town of Angier, North Carolina to modify the contract date from the original due date of 10/31/18 to 3/6/19.

REQUESTED MOTION: I move to approve the contract amendment with Cherry Bekeart LLP in order to correct the audit due date.

REVIEWED BY TOWN MANAGER:

Attachments:

- Amendment to Contract to Audit Accounts

Whereas	Primary Government Unit Town of Angier, North Carolina
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A
and	Auditor Cherry Bekaert LLP

entered into a contract in which the Auditor agreed to audit the accounts of the Primary Government Unit and DPCU (if applicable)

for	Fiscal Year Ending 06/30/18	and originally due on	Audit Report Due Date 10/31/18
-----	--------------------------------	-----------------------	-----------------------------------

hereby agree that it is now necessary that the contract be modified as follows.

☒ Modification to due date:

Original due date 10/31/18	Modified due date 03/06/19
Original fee	Modified fee

☐ Modification to fee:

EXPLANATION OF MODIFIED CONTRACT TERMS


Please provide an explanation for the modification of terms. If the amendment is submitted to extend the due date, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years.

Due to the turnover of all staff in the Finance Department including the Finance Director in the year under audit it has taken more time to prepare the information required to complete the audit than originally anticipated.

By their signatures on the following pages, the Auditor, the Primary Government Unit, and the DPCU (if applicable), agree to these modified terms.

SIGNATURE PAGE

AUDIT FIRM

Audit Firm Cherry Bekaert LLP	
Authorized Firm Representative (typed or printed) April Adams	Signature 
Date 02/28/19	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

ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT

(Pre-audit certificate not required for charter schools or hospitals)

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 N/A	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)	Signature
Date	Email Address

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

DPCU – PRE-AUDIT CERTIFICATE

ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT

(Pre-audit certificate not required for charter schools or hospitals)

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



Board of Commissioners Agenda Report

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

MEETING DATE: March 5, 2019
PREPARED BY: Sean Johnson
ISSUE Code Enforcement Policy
CONSIDERED:
DEPARTMENT: Planning & Inspections

SUMMARY OF ISSUE: The Planning Department requested Board direction in order to adopt a Code Enforcement Policy which seeks to establish dollar amount thresholds for placing liens on private property for nuisance violations as well as for pursuing legal action against Ordinance violators. This policy was brought before the Board at their February 26, 2019 Work Session Meeting with the consensus to add the proposed policy to the March Board Meeting Consent Agenda.

FINANCIAL IMPACT: The proposed policy is intended to allow the Board to set guidelines that will limit the financial impact to the Town through prioritizing Code Enforcement expenditures.

RECOMMENDATION: The Planning Department recommends the Board adopt the policy as presented in the attached document. This policy allows discretion to the Planning Director in special circumstances and is designed to be amended from time to time as determined by the Board.

REQUESTED MOTION: "I move to adopt the Code Enforcement Policy as presented"

REVIEWED BY TOWN MANAGER:

Attachments: Code Enforcement Policy



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



Lewis Weatherspoon
Mayor

Gerry Vincent
Town Manager

Date Submitted: February 2019

Date Adopted:

Town of Angier Planning and Inspections Department

Code Enforcement Policies

Civil Action and Property Liens

A. Introduction

The Town of Angier Planning and Inspections Department is tasked with enforcing the Angier Town Code and Unified Development Ordinance for the purpose of maintaining the health, safety and welfare of Angier's citizens. The Angier Town Code and Unified Development Ordinance each have specified enforcement procedures which are undertaken by Staff in the event of a documented Code or Ordinance violation. Included in these procedures are civil and criminal penalties which may be assessed by the Town in order to gain compliance with the Town Code or Unified Development Ordinance. These penalties are authorized by N.C.G.S. 14-4 and 160A-175.

B. Civil Penalties Provided

Unless otherwise specified, Town Code Section 1-6 and Unified Development Ordinance Section 15.6 establish the citation procedures and civil penalties for enforcement of the regulations found in the Town Code and Unified Development Ordinance. Code Section 1-6 (f) and UDO Section 15.6 (c) specify that each day the violation continues constitutes a separate offense and additional citations may be issued.

C. Failure to Pay Civil Penalties

In the event a violator fails to pay a civil penalty within the specified time as required by an official Notice of Violation letter, the Town may recover the penalties through civil action as described by Code Section 1-6 (b) and Ordinance Section 15.6.2 (e).



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



Lewis Weatherspoon
Mayor

Gerry Vincent
Town Manager

D. Collection of Civil Penalties by the Town

In an effort to weigh the benefit to the Town in recovering civil penalties against the time and resource expenditures made by Town Staff in order to process and file the documentation necessary to pursue a civil action against a violator, a civil penalty threshold is hereby established.

In order for the Town to pursue civil action against a violator of the Town Code or Unified Development Ordinance in order to collect the total amount of civil penalties owed to the Town, the violator must owe at least one thousand dollars (\$1,000.00). This threshold may be modified on a case by case basis by the Town Board of Commissioners upon request by the Town Manager or his designee.

E. Public Nuisance Abatement

Chapter 14, Article II of the Town Code specifies those violations that constitute a public nuisance and include those procedures authorized for the abatement of that nuisance. In addition to civil penalties provided by Section 14-18, authority is also granted for the Town, through its employees or a hired contractor, to remove or otherwise abate the nuisance. For each additional nuisance violation in the same calendar year on the same property, the Town shall charge the violator the expense of the abatement action and an additional penalty of either fifty percent (50%) of the actual expense or a total of \$500, whichever is less. This additional penalty is authorized by Section 14-17.

Reimbursement of the cost of nuisance abatement shall be due to the Town by the property owner in violation. As specified in Section 14-16, if these expenses are not paid within 30 days after the receipt of the letter stating reimbursement to the Town is required, such expenses shall become a lien upon the land or premises where the public nuisance existed and shall be collected as unpaid taxes.

F. Property Lien Placed by the Town

In an effort to weigh the benefit to the Town in recovering civil penalties against the time and resource expenditures made by Town Staff in order to process and file the documentation necessary to pursue placing a property lien on a violator's property, a lien amount threshold is hereby established.

In order for the Town to pursue placing a lien against a violator's property for the reimbursement of abatement costs, those costs, including the additional penalty if applicable, must total at least five hundred dollars (\$500.00). This threshold may be modified on a case by case basis by the Town Board of Commissioners upon request by the Town Manager or his designee.



Board of Commissioners Agenda Report

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

MEETING DATE: March 5, 2019
PREPARED BY: Gerry Vincent, Town Manager ICMA-CM 
ISSUE Downtown Area-Design Visioning Study
CONSIDERED:
DEPARTMENT: Administration

SUMMARY OF ISSUE: The Town Board of Commissioners and staff have been discussing a Master Plan for the Downtown to set a vision, develop a plan and receive recommendations to begin rejuvenation for a viable and sustainable downtown economy, as well as potential funding sources. Upon my arrival in December 2018, Mayor Weatherspoon, Thomas White, Director of Economic Development Partnership, NCSU, and Celen Pasalar, Assistant Dean & Professor at NCSU have been discussing a viable plan for the Town of Angier.

FINANCIAL IMPACT: The proposed costs, as outlined in the proposal, is \$35,198. These funds are budgeted in this fiscal year as Professional Services under Administration.

RECOMMENDATION: Authorize Town Manager to sign Contract.

REQUESTED MOTION: I recommend authorizing the Town Manager to sign the Contract and proceed with the study.

REVIEWED BY TOWN MANAGER: GV

Attachments: NCSU Proposal attached.

Envisioning Town of Angier's Downtown Area: Design Visioning Study

December 28th, 2018 | Draft Project Proposal

Submitted by:

Celen Pasalar, Ph.D.

College of Design, North Carolina State University

Proposed Project Timeline:

Feb 1st, 2019 – Nov 1st, 2019

Project Overview

With a focus on developing innovative, resilient planning and sustainable design strategies for growing communities in North Carolina, the proposed project scope aims to outreach and develop a vision for Town of Angier's downtown area. Utilizing the design thinking principles and informed by the existing research and best practices related to planning and community design, this project aims to develop a vision that will enhance downtown's identity and its characteristics in support of its economic development plans.

The primary goal of the project is to assist in the development of design strategies and development vision that support the long-term function, health, and vitality of Town of Angier's downtown and its surrounding neighborhoods. The proposed project will develop open space planning, physical development, and design recommendations for the future uses that are interest to the Town.

The project team will consider development patterns and population trends in town, within the County, and its surroundings. The project will be guided by planning and design approaches to development of specific sites, open space planning, streetscape design, and overall uses. Emphasis will be placed on assessing options and providing recommendations tied to existing community assets.

The team will develop design recommendations that address a variety of spatial and temporal scales of open space planning and physical development including aspects of community-wide infrastructures (wayfinding, transportation/circulation, streetscape etc.), site development, and building patterns/typologies. Recommendations will reflect current codes and standards and include suggested changes needed to meet proposed design options and recommendations. We believe the elements undertaken through this effort will assist Town of Angier's future downtown development efforts by promoting design best practices centered on long-term community function, health, resilience, culture, and vitality.

Project Design and Planning Objectives

- Contribute architecture, landscape architecture, and graphic design expertise to ongoing efforts of Town of Angier in developing plans for the downtown area.
- Draw on the latest research and findings to inform the development of best practices specific to the design and planning of downtown area in Town of Angier.
- Explore planning, design, and visioning strategies to inform the future use of lands owned by Town of Angier, as well as properties that would be identified throughout the project's process.
- Highlight the importance of planning and design services in developing a vision that support public's health, safety, and welfare.
- Develop and enhance downtown's assets (physical and natural) and characteristics to attract all demographics (from younger to elderly).

- Create well-connected, accessible, legible, and walkable downtown that encourage repeat visitation and support existing/future businesses in the area.
- Generate design strategies in developing new sites and uses, while maintaining downtown's authenticity.

Planning and design strategies will be framed by the following principles:

- Applying thorough analysis of the development patterns of downtown area, Town of Angier, and the surrounding areas/communities.
- Including stakeholder/community input – a) conducting a community survey b) organizing/facilitating workshops.

Anticipated engagement activities will include up to four community/stakeholder working sessions:

- Community visit #1: Kick-off meeting with community officials/key stakeholders.
 - Identification of focus sites in downtown
 - A community survey will be implemented prior to Stakeholder Visioning Session.
- Community visit#2: Stakeholder Visioning Session (i.e. opportunities, issues, needs, aspirations, etc.)
- Community visit#3: Presentation/feedback session with stakeholders
 - Review initial findings and draft proposals/recommendations
- Community visit#4: Presentation to community (venue/format TBD as appropriate)

Project Tasks

1. Prepare base maps

The project team will work with the Town of Angier staff to acquire/prepare base maps of the downtown area and its surroundings.

2. Analyze the downtown area and the designated site conditions, opportunities, and constraints.

The project team will collaborate with town staff to evaluate site conditions including:

- a. Parking – evaluate existing and future parking needs.
 - b. Boundary conditions – confirm legal and consider functional site boundaries
 - c. Existing site – consider existing site settings, facilities, and artifacts that may be relevant and add value (or not) to future development.
 - d. Existing natural features – evaluate existing vegetation, particularly trees, topography, etc.
 - e. Sun exposure – evaluate site sun exposure.
- ETC.

3. Community engagement

The project team will lead community processes to engage staff, stakeholders, users, nearby residents etc., to solicit ideas and input. Community engagement activities will include:

- a. Prepare community survey and assist with survey distribution (online or print)
- b. Compile, interpret, and report survey findings.
- c. Plan, prepare, present three Community/Stakeholder workshops/presentations.
- d. Document the results of the Community/Stakeholder Workshops.

4. Visioning and Design Programming

Based on the outcomes of steps 2 & 3, the project team will create an overall Vision Plan and Design Program for all the identified sites that will be used for communicating project goals and proposed site uses/improvements.

5. Conceptual and Schematic Design Proposals

Based on the developed vision and design program, the project team will develop a schematic and conceptual design for each designated site.

Products

Anticipated deliverables include:

1. Delivery of community engagement activities + presentations
2. One (1) final report document

Budget Narratives

Costs covered by this agreement include NC State University faculty and student time, fringe benefit costs associated with university employees, travel expenses, project supplies and printing, final project report/publication, and university indirect (F&A) cost.

Project Investigator:

- NC State University Research Faculty Effort (1.5% Effort): \$ 1,457
- Fringes Benefits: \$ 484

PROJECT INVESTIGATOR SUB-TOTAL: \$ 1,941

Student Research Assistants

- 2 Graduate Students: \$ 19,440
 - (10hrs/wk) 1 student \$18/hr: \$ 6,480
 - (20hrs/wk) 1 student \$18/hr: \$ 12,960
- Fringes Benefits: \$ 1,565

STUDENT RESEARCH ASSISTANT SUB-TOTAL: \$ 21,005

Travel

Mileage/rental state car

- Up to four trips

TRAVEL SUB-TOTAL: \$ 400

Materials

- Graphic supplies, external drive (archiving), printing, plots, etc.

MATERIALS SUB-TOTAL: \$ 1,000

Publication/Documentation

- Final document printing and shipping costs

PUBLICATION/DOCUMENTATION SUB-TOTAL: \$ 2,000

.....
PROJECT SUB-TOTAL: \$ 26,346

University Facilities and Administrative Costs

- NC State Federally Negotiated Rate = %33.6

F & A SUB-TOTAL: \$ 8,852

.....
PROJECT GRAND TOTAL: \$ 35,198

BUSINESS ITEMS



Board of Commissioners Agenda Report

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

MEETING DATE: March 5, 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 several Staff and Planning Board recommended amendments to the Unified Development Ordinance. These amendments have been carefully discussed by Staff and the Planning Board since October of 2018.

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 Ordinance amendments.

REQUESTED MOTION: (Amendments will be voted on separately)

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

REVIEWED BY TOWN MANAGER:

Attachments:

Drafted UDO Amendments



Town of Angier UDO Text Amendments

Staff & Planning Board Recommendations
Recommended for Approval February 12, 2019

Potential UDO Amendments

- Sweepstakes/Internet Gaming
- Automotive Services Related Regulations
- Multi-Family Related Regulations
- Alcohol Sales Uses Regulations
- Dumpster Regulations



Sweepstakes/Internet Gaming

With Stricter Regulations

4.8.4 Internet gaming, sweepstakes, or other gambling establishments.

- A. The following standards shall apply to Game Centers, as defined in Section A.4, which comply with N.C.G.S. 14-306(b).
 - ~~A. Internet sweepstakes machines, etc., or any gambling establishment shall require a special use permit as an accessory use only, of which shall be three or less machines, within the Central Business zoning district.~~
- B. Game Centers shall be permitted only in the General Commercial district and require a special use permit issued by the Board of Adjustment regardless of the number of machines proposed.
 - ~~B. It shall be a permitted use within the General Commercial zoning district providing that the use is not within a one-half-mile radius of any other facility, primary or accessory use, that has a licensed internet sweepstakes machine, etc.~~
- C. The use shall not be located within a one-half-mile radius of any other Game Centers, or within 1,000 feet of any school, religious institution or day care center.
 - ~~C. All machines and/or games existing prior to adoption of this section shall be allowed to remain providing their privilege licenses are renewed as required. If the internet sweepstakes privilege license is not renewed, compliance with the above regulations is required. Failure to comply with this ordinance shall result in penalty as defined herein.~~

Section A.4. - Definitions

Game Center- a business enterprise, whether principal or accessory, where persons utilize electronic machines or devices, including but not limited to computers and gaming terminals or other amusement devices, where cash, merchandise, or other items of value are redeemed or otherwise distributed, whether or not the value of such distribution is determined by electronic games played.

Auto Related Businesses: Removing SUP Requirement

PERMITTED USES TABLE												
Office and Service Uses	Use Group	OSR	RA-30	R-15	R-10	R-6	O&I	CB	GC	CP	SR	Parking
Automobile services	3							S	S P	S P	4.6.1	3 per bay plus 1 per employee
Vehicle and/or manufactured home sales	3								S P	S P	4.7.7	1 per 2 employees or 1 per 500 square feet

Multi-Family: SUP Required

Residential Uses	Use Group	OSR	RA-30	R-15	R-10	R-6	O&I	CB	GC	CP	SR	Parking
Multifamily residential, apartments	2				S P	S P		S P			4.2.10	1.5 per bedroom plus 1 per bedroom over 2
Multifamily residential, condominiums	2		S	S P	S P	S P		S P			4.2.10	1.5 per bedroom plus 1 per bedroom over 2
Multifamily residential, townhomes	2		S	S P	S P	S P		S P			4.2.10	1.5 per bedroom plus 1 per bedroom over 2

Multi-Family Requirements

Section 4.2.10 Multifamily residential.

- A. All Multifamily residential developments with 20 or more proposed units shall require a Special Use Permit from the Board of Adjustment.
- B. Dimensional requirements for multifamily residential developments shall be as follows →
- B. All structures shall be a minimum of ten feet from all internal parking areas, and drive-ises.
- C. Project perimeter setback areas shall be free of any structures, excluding access ways and signs.
- D. Amenities and accessory structures shall be permitted as an accessory use to the primary use.
- E. Developments of 50 units or more shall provide two means of ingress and egress.

~~F. A distance of at least 20 feet shall be maintained between all buildings within a development~~

Maximum density	40 12 dwelling units per acre (with public water and sewer) (Calculated: Total Acres/Total Units)
Minimum public street frontage	150 feet if 20 or more units, 100 feet if less than 20 units
Front setback (project perimeter)	Thoroughfare street: Projects equal to or greater than 5 10 acres: 100 feet Projects less than between 5 and 10 acres: 50 feet Projects less than 5 acres: 25 feet Collector street: 50 feet Local/cul-de-sac street: 30 feet (unless otherwise stated)
Side setback (project perimeter)	30 feet
Rear setback (project perimeter)	30 feet
Minimum building separation	20 10 feet
Maximum units per structure	Single-story structure: 6 units Multistory structure: 42 18 units

Bar/Nightclub - Potential UDO Amendment

PERMITTED USES TABLE												
Recreation and Entertainment Uses	Use Group	OSR	RA-30	R-15	R-10	R-6	O&I	CB	GC	CP	SR	Parking
Nightclubs and/or bars	4							P	S	P	4.8.4	1 per 300 square feet

Definition:

~~Bar. A commercial establishment in which the primary activity is the consumption of alcoholic beverages and the primary source of income is from the sale of alcoholic beverages.~~

BAR. An establishment, also referred to as a pub, tavern, saloon, beer garden, tap room or sports bar, that serves alcoholic beverages such as beer, liquor, wine and cocktails, for consumption on the premises, and where 51 percent or greater of the net sales is from alcohol and not food sales.

~~4.8.5 Nightclubs and Bars~~

4.8.5 Bars and Alcohol Related Businesses

~~A. Nightclubs and bars shall not be located within 1,000 feet of a residential structure or park, unless permitted as part of a live/work development.~~

A. No bar shall be allowed 500 feet of any school, religious institution or day care center, except within the Central Business District. This distance must be measured from the closest point of the property where a school, religious institution or daycare is in operation to the closest point of the property where a bar is proposed.

~~B. Live music shall not be audible off the premise at decibel levels louder than normal background noise after 11:00 p.m., if such establishments are located within 1,000 feet of a residential structure.~~

B. Outdoor seating regulations for "restaurants", located in this chapter, shall be met if applicable.

C. Alcoholic beverage consumption areas may be allowed on the premises of a Brewery/Winery/Distillery and a Bottle Shop as an accessory use. This accessory use shall occupy 30% or less of the square footage of the total area occupied by these establishments. Alcoholic beverages shall not be consumed on the premises of a Bottle Shop or a Brewery/Winery/Distillery after 11p.m.

Alcohol Related Businesses: Potential UDO Additions

Bottle Shop

- ▶ **Add to Retail section of Permitted Use Table**
- ▶ **Permitted Use in General Commercial and Central Business**
- ▶ **Definition:** A retail establishment that primarily sells alcoholic beverages for off premise consumption. Alcoholic beverage consumption areas may be allowed on the premises as an accessory use.

Alcohol Related Businesses: Potential UDO Additions

Brewery/Winery/Distillery

- ▶ Add to Industrial, Warehousing, Wholesale, Distribution and Transportation Uses Section of Permitted Use Table
- ▶ Permitted Use in General Commercial, Commerce Park and Central Business
- ▶ Definition: A manufacturing use that produces alcoholic or non-alcoholic beverages, including ales, beers, wine, liquor and/or similar beverages, on-site. Breweries are classified as a use that primarily manufactures such beverages and may or may not include on site alcoholic beverage consumption areas.

Dumpster Screening Requirements

7.3.4 Screening requirements for outdoor storage, waste containers, and mechanical equipment.

The requirements of this section shall apply to all new and expanding nonresidential and multifamily development:

~~A. Any outdoor storage, waste container, and mechanical equipment existing at the time of adoption of this ordinance shall be brought into compliance with the screening requirements of this section within six months of the effective date of this ordinance.~~

A. Any outdoor storage or utility structures shall be screened in the form of a berm, wall, or fence and natural plantings as to provide an opaque screen for outdoor storage, waste containers, and utility structures. The screen shall exceed the height of the storage or equipment by a minimum of one foot, shall not interfere with the operation of utility equipment.

B. Dumpsters and other waste collection containers shall not be located in the front yard of any structure.

C. 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.

D. Any fencing used to fulfill the requirements of this section shall be supplemented with landscaping. Chain link fence with slats shall not be used to meet the requirement of this section.

E. All screens shall utilize building materials and design which are compatible with those used for the exterior of the principal building.



Board of Commissioners Agenda Report

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

MEETING DATE:	March 5, 2019
PREPARED BY:	Sean Johnson
ISSUE	Minimum Housing Case – Ordinance to Vacate & Close Structure
CONSIDERED:	
DEPARTMENT:	Planning & Inspections

SUMMARY OF ISSUE:

The Planning Department requests that the Board adopt an Ordinance to Vacate and Close the Dwelling at 102 North Dunn Street pursuant to Town Code Section 5-28.10 (c). The property owner was given 90 days to bring the home into compliance with the minimum housing code by re-establishing water and power service. Attached is a summary of the minimum housing process to this point.

FINANCIAL IMPACT:

Upon Board approval, the Planning Department will hire a contractor and pay for the cost to close the dwelling by boarding up each door and window to the home. These costs will be a lien against the property pursuant to Town Code Section 5-28.10 (d).

RECOMMENDATION:

Staff recommends the Board approve the attached Ordinance.

REQUESTED MOTION:

I move to adopt the Ordinance to Vacate and Close the dwelling at 102 North Dunn Street for failure to comply with the Minimum Housing Code.

REVIEWED BY TOWN MANAGER:

Attachments:

Memo – Case Summary
Ordinance to Vacate & Close



Town of Angier

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



Lewis Weatherspoon
Mayor

Gerry Vincent
Town Manager

MEMORANDUM

TO: Board of Commissioners and Town Manager
FROM: Sean Johnson, Planning Director
DATE: March 5, 2019
RE: Request adoption of an Ordinance to Vacate; Close and Post the Dilapidated Dwelling at 102 North Dunn Street, File 18-107

BACKGROUND:

This case began on November 2, 2018 with a complaint received from a neighboring property owner. The complaints were due to no power or water service to the home as well as unsanitary conditions inside the home. A site visit was conducted on November 5, 2018 in which it was observed that the power meter had been removed from the home. Further investigation into the water service found that the water meter had been removed and the account was listed as vacant due to several months of nonpayment.

A notice of complaint and hearing was issued to all interested parties as specified in the Town Code. On November 28, 2018, a Hearing was conducted to determine if the fitness standards of the dwelling would allow for human habitation. Following the Hearing, a Finding of Fact and Order was issued by Certified Mail to all interested parties. The Order required the property owner to bring the dwelling located at 102 North Dunn Street into compliance with the Standards of the Town of Angier Minimum Housing Code by repairing, altering, improving, or vacating and closing the structure by a date no later than March 4, 2019.

On March 4, 2019 an inspection was performed to verify the current status of the dwelling. The inspection revealed that the dwelling remains in violation of the human habitation standards without any signs of corrective action taken.

PROBLEM:

The unoccupied dwelling poses hazards to the health and safety to the community due to the potential for unauthorized habitation, accidents and fire.



Town of Angier

P.O. Box 278

Angier, NC 27501

919-639-2071



Lewis Weatherspoon
Mayor

Gerry Vincent
Town Manager

FINDINGS AND CONCLUSIONS:

The dwelling is currently unoccupied and continues to deteriorate. The dwelling is owned by the heirs of Mr. and Mrs. Henry and Lottie Williams. Based on what information I've been able to gather, the daughter of the owners, Ms. Sheila Holloway, is the legally entitled to the property in question. Based on a conversation with Ms. Dorothy Sanders, who is Ms. Holloway's sister, Sheila has been hospitalized with mental issues for the past several months and has not authorized anyone to live in the home.

The Harnett County Tax Department has placed a value of \$23,510.00 on the structure. Based on the violations cited, it appears that the cost of corrective actions would be less than 50% of the assessed value of the structure. It appears that the owner does not have the means or ability to comply with the Order; therefore, it is recommended and requested that the Town Board of Commissioners approve an Ordinance directing the Code Enforcement Officer to vacate; close and post the structure with a placard with the following words: "This building is unfit for human habitation; The use or occupation of this building for human habitation is prohibited and unlawful".

FINANCIAL IMPACT:

The owner of the property is charged with the duty to properly secure the dwelling from any unauthorized entry until such time that the dwelling is either brought into compliance or demolished. If the property owner fails to properly secure the dwelling, it is unknown what the cost of vacating and closing the structure will be; however a competitive bid process will be used to obtain a lowest responsible bid. Funds for such vacating and closing of the structure may be provided in the Planning Department budget. All related costs will constitute a lien against the real property.



Town of Angier

www.angier.org

Lewis Weatherspoon
Mayor

Gerry Vincent
Town Manager

Veronica Hardaway
Town Clerk

Ordinance No.: 003-2019

Date Submitted: March 5, 2019

Date Adopted: March 5, 2019

**AN ORDINANCE DIRECTING THE CODE ENFORCEMENT OFFICER TO CLOSE THE PROPERTY
HEREIN DESCRIBED AS UNFIT FOR HUMAN HABITATION AND DIRECTING THAT A NOTICE BE
PLACED THEREON THAT THE SAME MAY NOT BE OCCUPIED**

File No. 18-107

WHEREAS, the Board of Commissioners of the Town of Angier finds that the dwelling described herein is unfit for human habitation under the Town Minimum Housing Code and that all of the procedures of the Housing Code have been complied with; and

WHEREAS, this dwelling should be repaired, altered, improved or vacated and closed as directed by the Housing Inspector and should be placarded by placing thereon a notice prohibiting use for human habitation; and

WHEREAS, the owner of this dwelling has been given a reasonable opportunity to bring the dwelling up to the standards of the Housing Code in accordance with NCGS 160A-443(5) pursuant to an order issued by the Housing Inspector on December 3, 2018 and the owner has failed to comply with the Order;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Town of Angier that:

- Section 1. The owner of such building(s), dwelling(s) and premises is hereby ordered to vacate any occupants and/or personal property therein on or before April 5, 2019.
- Section 2. The Code Enforcement Officer is hereby authorized and directed to place a placard containing the legend:
- “This Building Is Unfit For Human Habitation; The Use Or Occupation Of This Building For Human Habitation Is Prohibited And Unlawful.”
- on the building located at the following location: 102 North Dunn Street (PIN: 0674-80-0130.000)
- Section 3. The Code Enforcement Officer is hereby authorized and directed to proceed to close the above described structure in accordance with his order to the owner thereof dated the 5th of March, 2019, and in accordance with the Housing Code and NCGS 160A-443;
- Section 4. The cost of the materials and labor involved shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed in the office of the County Tax Collector, and shall have the same priority and be



Town of Angier

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Lewis Weatherspoon
Mayor

Gerry Vincent
Town Manager

Veronica Hardaway
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collected in the same manner as the lien for special assessments in Article 10 of NCGS Chapter 160A;

Section 5. It shall be unlawful for any person to remove or cause to be removed the placard from any building to which it is affixed. It shall likewise be unlawful for any person to occupy or to permit the occupancy of any building therein declared to be unfit for human habitation.

Section 6. This Ordinance shall become effective upon adoption.

Adopted this the 5th day of March, 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: March 5, 2019
PREPARED BY: Sean Johnson
ISSUE Downtown Advisory Board Appointments
CONSIDERED:
DEPARTMENT: Planning & Inspections

SUMMARY OF ISSUE: The Planning Department has solicited applications from various property owners, business owners and citizens for voluntary service on Angier's new Downtown Advisory Board. Board members will serve at least one year terms at the discretion of the Town Board, and meet at regular monthly meetings. This Board will help carry out several initiatives to include prioritization of downtown projects, festival and community event organization, organizing beautification/property enhancement projects and fulfilling the N.C. Main Street Program's requirements.

FINANCIAL IMPACT: Associated costs are covered in the current Planning Dept. budget.

RECOMMENDATION: The Planning Department recommends the Board adopt the list of recommended Downtown Advisory Board members. All applications received by Staff are attached for Board consideration.

REQUESTED MOTION: I move to adopt the list of 9 recommended Downtown Advisory Board members as recommended by Staff.

REVIEWED BY TOWN MANAGER:

Attachments:

Recommendations for the Downtown
Advisory Board (Feb. 2019)
Advisory Board Selection Criteria

Downtown Angier Advisory Board Recommendations

- | | | |
|---|---|---------------------------|
| Jennifer Bell | Dentist / Signature Dentistry | Owns Business In Downtown |
| <ul style="list-style-type: none">• Kiwanis International• Academy of General Dentistry• “I am very committed to the economic success of Angier as we are hoping to grow businesses in the area. I hope I could be an asset to the community and am appreciative of the invitation.” | | |
| Brian Causer | Director of Operations / TransSource Inc. | Lives In Town |
| <ul style="list-style-type: none">• The Gathering Community Church (Teaching Tam Pastor)• Angier Parks and Recreation – Baseball Coach• “I love the town of Angier. My three boys have grown up here. Would love to have the experience of being more involved in the community in this capacity in helping make Angier better.” | | |
| Lourdes Pereda | Kidz Pediatrics | Doctor In Town |
| <ul style="list-style-type: none">• NC Medical Board Leadership College• NC Pediatric Society Board Member• “During the last 11 years, obesity in the area went up so fast. I would like to improve population’s health. Working with the Town of Angier directly, improving town services and maybe infrastructure.” | | |
| Diana Lischin | Owner/Angier Family Pharmacy | Runs business in Town |
| <ul style="list-style-type: none">• Harnett County Board of Health• Coats Area Chamber of Commerce Board• “I’d like to be of service in whatever capacity to the town.” | | |
| Ron Lopez Jr. | Case Administrator/ U.S. District Court | Lives In Town |
| <ul style="list-style-type: none">• American Legion• “Downtown is in desperate need of a revitalization to transform it into a place where people want to stop and shop or grab a bite to eat on their way home. The revitalization should focus on our local business owners, farmers and artists. As a homeowner, I would love to be a part of this process and contribute to my community.” | | |

Ty Cobb

Owner/Cobb Insurance

Owns Business/ Property In Town

- Previous Mayor of Angier
- Division of Aging RSVP Board
- “To help the town of Angier grow and prosper.”

Jim Nicholson

Owner/Brick and Mortar Restaurant

Owns Business In Town

- “We moved to town and opened a restaurant and are excited to see the current & potential growth of a wonderful small town with so much history. I have a construction background in both commercial & residential. I wish to team up with energetic folks and try and help Angier grow in a way we can all be proud of.”

Eric Jensen

Owner/Ace Hardware

Owns Business In Town

- Greater Cleveland Chamber of Commerce
- UPUCC Fellowship Chair
- “Angier is a great town. I want it to grow and thrive.”

Gail Turner

Branch Manager/First Bank

Property Owner In Town

- Angier Rotary Club
- Jack Marley Park Committee
- “I have worked and been active in this community for the last 18 years.”

Potential Main Street Committee Members

Marilyn Langdon	Owner of Best Hair Design
Jennifer Bell	Owner of Signature Dentistry/Dentist
Brian Causer	Lives in Town/Director of Operations
Lourdes Pereda	Owner of Kidz Pediatrics/Doctor/Owns Property
Diana Lischin	Owner of Angier Family Pharmacy/Pharmacist
Ron Lopez Jr.	Lives in Town/Owns Property/US District Court
Ty Cobb	Owner of Cobb Ins./Property Owner/Ins. Agent
Jim Nicholson	Owner of Brick & Mortar Restaurant/Owns Property
Eric Jensen	Owner of Ace Hardware
Gail Turner	First Bank Manager
Samuel Thompson	NC Farm Bureau Ins./Agent
Rick Gutierrez	Lives in Town/Pastor at Anthem Church
Melanie Stewart	Owner of Kondastic Affairs/Interior Designer
Leon Pope	Owner of Good Times Café/Owns Property
Glenn Joslyn	Owner of Simonz Restaurant/Owns Property
Tim Cocciolone	Owner of Creative Arts
Rachel Barnes	Lives in Town/Owns Property
Rick Tudor	Owner of Tudors Ins./Lives in Town/Owns Property
Christina Kazakavage	Owner of Legacy Designs & Graphx/Lives in Town/Owns Property



NC MAIN STREET

Designated Community

Angier Main Street Program - Advisory Board Selection

The Main Street program is a community based program with a 40 year track record of success. The system utilizes inclusive participation from all types of community members as its basis, the most important tool and it is essential for the program to be successful. Without community support, a program and the assets spent on that program, do not bring success.

The Main Street program must reflect the diversity of the community and should be part of everything that we do and be integrated into all four points. Inclusion builds trust within the community and promotes volunteers to come forward to participate. Many times, community members don't feel as if their opinions and contributions are wanted, although they may feel as if they are needed. Having a board member who represents their interests more closely leads to greater community support.

The only way to lead a community wide volunteer-driven effort is with the support of others. Building support among a variety of public and private sector stakeholder groups is essential because these people can serve as future volunteers, members, financial contributors, donors of in-kind services, advocates, event participants and customers.

At the beginning of a revitalization program, the organization builds collaborative partnerships; develops basic revitalization skills; builds a strong volunteer base and establishes a credible presence in the community.



NC MAIN STREET

Designated Community

Private individuals and groups are also vital partners. By including them, you ensure that people who care about the community or profit from its prosperity can make a difference by becoming avid supporters through volunteerism or financial and in-kind donations. Their participation in the Main Street Program provides different perspective and ideas and helps represent the community more broadly than a homogenous organization filled with people from the same background.

Much of the early organizing that takes place when a Main Street program is just getting started sets the stage for sustaining an organization that has a broad-based support. Their outreach into the community helps get support and build initial partnerships with key groups.

Board members should therefore be recruited for their skillsets and interests. The Main Street program has worked because it considers all of the stakeholder groups that will benefit the program.

Organization: Establishes consensus and cooperation by building partnerships among the various groups within the community. People with skills in communication and organizational management are beneficial.

Promotion: Promoting the downtown through marketing campaigns, advertising and special events. People who have been party planners, marketing directors, or worked in promotional campaigns are helpful here.



NC MAIN STREET

Designated Community

Design: Getting the town in top physical shape, public and private buildings, storefronts, signage, public spaces, landscaping and displays. People with backgrounds in buildings, government, landscaping/floral, art and retail are well suited for this.

Economic Vitality: Strengthening the economic base, creating a balanced commercial mix, recruiting business and retaining existing business, finding purpose for unused or underutilized space, merchandising. People with backgrounds in real estate, chamber of commerce, economic development, retail management make great volunteer for this committee.



Board of Commissioners Agenda Report

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

MEETING DATE: March 5, 2019
PREPARED BY: Gerry Vincent, Town Manager ICMA-CM *GV*
ISSUE Flag Etiquette
CONSIDERED:
DEPARTMENT: Administration

SUMMARY OF ISSUE: At the Regular Board Workshop held on February 26, 2019, a consensus of the Commissioners requested additional information regarding flag etiquette. Several months ago, the Interim Town Manager had researched the topic, but no decision was made and/or policy drafted for consideration.

In my research, basically, there are no mandatory rules about flying a flag at half-staff. In summary, the flag is to be flown at half-staff in mourning for designated, principle government leaders and upon presidential or gubernatorial order.

FINANCIAL IMPACT: There is no financial impact to implement this policy.

RECOMMENDATION: Based on the information attached, and with discussion of the Board, authorize the Town Manager and Town Attorney to draft a policy.

REQUESTED MOTION: I authorize the Town Manager and Town Attorney to draft a policy for consideration of the Board for the March 26th Workshop.

REVIEWED BY TOWN MANAGER: GV

Attachments: Supplemental Information Regarding Flag Etiquette



[Coates' Canons:](#)
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When can a flag be flown at half-staff?

About the author

David Lawrence

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This entry was posted on October 16th, 2009 and is filed under [Miscellaneous](#), [Ordinances & Police Powers](#).



After the death of Dale Earnhart, I received a phone call from a local government attorney asking whether it was permissible for the local government to fly its American and state flags at half-staff as a tribute to the NASCAR driver. As we puzzled through the relevant statutes, the answer surprised me.

Basically, there are no *mandatory* rules -- federal or state -- about flying government flags at half-staff. The relevant federal statute is [4 U.S.C. § 7](#), and it consistently uses the term "should" in setting out the rules for display of American flags. (This was a major disillusionment to me. When I was a boy scout, we were taught the "rules" of displaying the flag, with all manner of punishment if we broke any of them.) The few courts that have interpreted the statute have recognized the force of those "shoulds" and have consequently characterized the statutory provisions as recommendations rather than requirements.

The state rules are found in [G.S. Chapter 144](#) and essentially say nothing about the appropriate display of the North Carolina flag.

The bottom line is that any owner of an American or North Carolina flag can decide that some person's death or other event appropriately calls for lowering the flags for some period of time. (In the federal statute the most common period is from a person's death until his or her interment.) It seems to me that any such decision by a government should be taken with care and in the spirit of the federal rules, but it is the government's decision to make.

David Lawrence is retired from the faculty of the School of Government. For questions about the subject of this blog post, please refer to our [list of faculty expertise](#) to identify the appropriate faculty member to contact.

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Flag Etiquette

STANDARDS of RESPECT

The Flag Code, which formalizes and unifies the traditional ways in which we give respect to the flag, also contains specific instructions on how the flag is not to be used. They are:

- The flag should never be dipped to any person or thing. It is flown upside down only as a distress signal.
- The flag should not be used as a drapery, or for covering a speakers desk, draping a platform, or for any decoration in general. Bunting of blue, white and red stripes is available for these purposes. The blue stripe of the bunting should be on the top.
- The flag should never be used for any advertising purpose. It should not be embroidered, printed or otherwise impressed on such articles as cushions, handkerchiefs, napkins, boxes, or anything intended to be discarded after temporary use. Advertising signs should not be attached to the staff or halyard
- The flag should not be used as part of a costume or athletic uniform, except that a flag patch may be used on the uniform of military personnel, fireman, policeman and members of patriotic organizations.
- The flag should never have placed on it, or attached to it, any mark, insignia, letter, word, number, figure, or drawing of any kind.
- The flag should never be used as a receptacle for receiving, holding, carrying, or delivering anything.

When the flag is lowered, no part of it should touch the ground or any other object; it should be received by waiting hands and arms. To store the flag it should be folded neatly and ceremoniously.

The flag should be cleaned and mended when necessary.

When a flag is so worn it is no longer fit to serve as a symbol of our country, it should be destroyed by burning in a dignified manner.

Note: Most American Legion Posts regularly conduct a dignified flag burning ceremony, often on Flag Day, June 14th. Many Cub Scout Packs, Boy Scout Troops, and Girl Scout Troops retire flags regularly as well. Contact your local American Legion Hall or Scout Troop to inquire about the availability of this service.

Displaying the Flag Outdoors

When the flag is displayed from a staff projecting from a window, balcony, or a building, the union should be at the peak of the staff unless the flag is at half staff.

When it is displayed from the same flagpole with another flag - of a state, community, society or Scout unit - the flag of the United States must always be at the top except that the church pennant may be flown above the flag during church services for Navy personnel when conducted by a Naval chaplain on a ship at sea.

When the flag is displayed over a street, it should be hung vertically, with the union to the north or east. If the flag is suspended over a sidewalk, the flag's union should be farthest from the building.

When flown with flags of states, communities, or societies on separate flag poles which are of the same height and in a straight line, the flag of the United States is always placed in the position of honor - to its own right.

..The other flags may be smaller but none may be larger.

..No other flag ever should be placed above it.

..The flag of the United States is always the first flag raised and the last to be lowered.

When flown with the national banner of other countries, each flag must be displayed from a separate pole of the same height. Each flag should be the same size. They should be raised and lowered simultaneously. The flag of one nation may not be displayed above that of another nation.

Raising and Lowering the Flag

The flag should be raised briskly and lowered slowly and ceremoniously. Ordinarily it should be displayed only between sunrise and sunset. It should be illuminated if displayed at night.

The flag of the United States of America is saluted as it is hoisted and lowered. The salute is held until the flag is unsnapped from the halyard or through the last note of music, whichever is the longest.

Displaying the Flag Indoors

When on display, the flag is accorded the place of honor, always positioned to its own right. Place it to the right of the speaker or staging area or sanctuary. Other flags should be to the left.

The flag of the United States of America should be at the center and at the highest point of the group when a number of flags of states, localities, or societies are grouped for display.

When one flag is used with the flag of the United States of America and the staffs are crossed, the flag of the United States is placed on its own right with its staff in front of the other flag.

When displaying the flag against a wall, vertically or horizontally, the flag's union (stars) should be at the top, to the flag's own right, and to the observer's left.

Parading and Saluting the Flag

When carried in a procession, the flag should be to the right of the marchers. When other flags are carried, the flag of the United States may be centered in front of the others or carried to their right. When the flag passes in a procession, or when it is hoisted or lowered, all should face the flag and salute.

The Salute

To salute, all persons come to attention. Those in uniform give the appropriate formal salute. Citizens not in uniform salute by placing their right hand over the heart and men with head cover should remove it and hold it to left shoulder, hand over the heart. Members of organizations in formation salute upon command of the person in charge.

The Pledge of Allegiance and National Anthem

The pledge of allegiance should be rendered by standing at attention, facing the flag, and saluting. When the national anthem is played or sung, citizens should stand at attention and salute at the first note and hold the salute through the last note. The salute is directed to the flag, if displayed, otherwise to the music.

The Flag in Mourning

To place the flag at half staff, hoist it to the peak for an instant and lower it to a position half way between the top and bottom of the staff. The flag is to be raised again to the peak for a moment before it is lowered. On Memorial Day the flag is displayed at half staff until noon and at full staff from noon to sunset.

The flag is to be flown at half staff in mourning for designated, principal government leaders and upon presidential or gubernatorial order.

When used to cover a casket, the flag should be placed with the union at the head and over the left shoulder. It should not be lowered into the grave.



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Chapter 144.**State Flag, Official Governmental Flags, Motto, and Colors.****§ 144-1. State flag.**

The flag of North Carolina shall consist of a blue union, containing in the center thereof a white star with the letter "N" in gilt on the left and the letter "C" in gilt on the right of said star, the circle containing the same to be one third the width of said union. The fly of the flag shall consist of two equally proportioned bars, the upper bar to be red, the lower bar to be white; the length of the bars horizontally shall be equal to the perpendicular length of the union, and the total length of the flag shall be one half more than its width. Above the star in the center of the union there shall be a gilt scroll in semicircular form, containing in black letters this inscription: "May 20th 1775" and below the star there shall be a similar scroll containing in black letters the inscription: "April 12th 1776". (1885, c. 291; Rev., s. 5321; C.S., s. 7535; 1991, c. 361, s. 1.)

§ 144-2. State motto.

The words "esse quam videri" are hereby adopted as the motto of this State, and as such shall be engraved on the great seal of North Carolina and likewise at the foot of the coat of arms of the State as a part thereof. On the coat of arms, in addition to the motto, at the bottom, there shall be inscribed at the top the words, "May 20th, 1775." (1893, c. 145; Rev., s. 5320; C.S., s. 7536.)

§ 144-3. Flags to be displayed on public buildings and institutions.

The board of trustees or managers of the several State institutions and public buildings shall provide a North Carolina flag, of such dimensions and material as they may deem best, and the same shall be displayed from a staff upon the top of each and every such building, at all times except during inclement weather, and upon the death of any State officer or any prominent citizen the flag shall be put at half-staff until the burial of such person has taken place. (1907, c. 838, s. 2; C.S., s. 7537; 2009-570, s. 23.)

§ 144-4. Flags to be displayed at county courthouses.

The boards of county commissioners of the several counties in this State shall likewise authorize the procuring of a North Carolina flag, to be displayed either on a staff upon the top or draped behind the judge's stand, in each and every courthouse in the State, and the State flag shall be displayed at each and every term of court held, and on such other public occasions as the commissioners may deem proper. (1907, c. 838, s. 3; C.S., s. 7538.)

§ 144-5. Flags to conform to law; display and handling of a flag of the United States of America or the State of North Carolina by State institutions and other political subdivisions of the State.

(a) No State flag is allowed in or over any building here mentioned unless the flag conforms to the description of the State flag contained in this Chapter.

(b) A flag of the United States of America or the State of North Carolina that is displayed by a State institution or a political subdivision of the State on the premises of a building of a State institution or a political subdivision of the State shall be handled, displayed, stored, and respectfully disposed of in accordance with the federal Flag Code, 4 U.S.C. §§ 1-10. (1907, c. 838, s. 4; C.S., s. 7539; 2015-170, s. 2(a).)

§ 144-6. State colors.

Red and blue, of shades as adopted and appearing in the North Carolina State flag and the American flag, shall be, and hereby are, declared to be the official State colors for the State of North Carolina.

The use of such official State colors on ribbons attached to State documents with the great seal and/or seals of State departments is permissive and discretionary but not directory. (1945, c. 878.)

§ 144-7. Display of official governmental flags; public restrictions.

(a) A county, city, consolidated city-county, or unified government shall not prohibit an official governmental flag from being flown or displayed if the official governmental flag is flown or displayed:

- (1) In accordance with the patriotic customs set forth in 4 U.S.C. §§ 5-10, as amended; and
- (2) Upon private or public property with the consent of either the owner of the property or of any person having lawful control of the property.

(b) Notwithstanding subsection (a) of this section, for the purpose of protecting the public health, safety, and welfare, reasonable restrictions on flag size, number of flags, location, and height of flagpoles are not prohibited, provided that such restrictions shall not discriminate against any official governmental flag in any manner.

(c) For purposes of this section, an "official governmental flag" shall mean any of the following:

- (1) The flag of the United States of America.
 - (2) The flag of nations recognized by the United States of America.
 - (3) The flag of the State of North Carolina.
 - (4) The flag of any state or territory of the United States.
 - (5) The flag of a political subdivision of any state or territory of the United States.
- (2005-360, s. 1.)

§ 144-8. State salute to the North Carolina flag.

The phrase "I salute the flag of North Carolina and pledge to the Old North State love, loyalty, and faith." is adopted as the official salute to the North Carolina flag. (2007-36, s. 1.)

§ 144-9. Retirement of a flag of the United States of America or the State of North Carolina.

(a) A State institution or a political subdivision of the State in possession of a flag of the United States of America or the State of North Carolina that is no longer a fitting emblem for display because it is worn, tattered, or otherwise damaged shall make arrangements for its respectful disposal and may deliver the flag to the Division of Veterans Affairs in the Department of Administration for disposal. The Division shall accept a flag delivered to it and shall make arrangements for its respectful disposal.

(b) The Division of Veterans Affairs shall accept, at no charge, a worn, tattered, or otherwise damaged flag of the United States of America or the State of North Carolina from a citizen of the State and shall make arrangements for its respectful disposal. The Division shall establish a flag retirement program to encourage citizens to send in or drop off such flags at the Division's office in Raleigh and at any Veterans Home or Veterans Cemetery in the State and may establish other locations for flag drop-off as it deems appropriate. The Division shall

advertise the flag retirement program on its Web site and by printed posters placed at all flag drop-off locations. On or before December 31, 2016, and annually thereafter, the Division shall report the number of flags received under the program to the Joint Legislative Committee on Governmental Operations.

(c) An official flag of the State that is no longer a fitting emblem for display because it is worn, tattered, or otherwise damaged may be respectfully retired by fire. (2010-189, s. 1; 2015-170, s. 2(b).)



Board of Commissioners Agenda Report

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

MEETING DATE: March 5, 2019
PREPARED BY: Veronica Hardaway
ISSUE Planning Board Vacancy
CONSIDERED:
DEPARTMENT: Planning Department

SUMMARY OF ISSUE: The Planning Director has received a resignation letter from a member of the Planning Board effective immediately. There is one vacancy available on the Planning Board for an IN-TOWN candidate. The Board is requested to allow an ad to be placed in *The Daily Record* to solicit applicants.

FINANCIAL IMPACT: Advertising cost to run a one-time ad; less than \$100

RECOMMENDATION: Staff recommends approval to solicit an In-Town candidate to serve on Angier's Planning Board.

REQUESTED MOTION: "I move to approve an advertisement to be placed in The Daily Record to solicit an In-Town candidate to serve on Angier's Planning Board"

REVIEWED BY TOWN MANAGER:

Attachments: Angier Planning Board Vacancy Advertisement

PUBLIC NOTICE
Board Vacancies

The Town of Angier is requesting citizens living within the City Limits who are interested in serving on the following Advisory Board to complete an Application for Board Appointment. They may submit those applications to Town Hall personally, via mail to: PO Box 278, Angier NC 27501, or e-mail to: vhardaway@angier.org; open until March 22, 2019.

Vacancies effective immediately include:

- Angier Planning Board – (1) In-Town Member, for a two-year term;

Terms of office begin and end December 31. Board appointment applications and information on the preceding Boards may be obtained in the Town Clerk's office located inside Angier Town Hall, 55 N. Broad St.

Veronica Hardaway, Town Clerk
Advertise: Thursday, March 7, 2019



Board of Commissioners Agenda Report

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

MEETING DATE: March 5, 2019
PREPARED BY: Gerry Vincent, Town Manager ICMA-CM *GV*
ISSUE Request for Qualifications-Downtown WiFi
CONSIDERED:
DEPARTMENT: Administration

SUMMARY OF ISSUE: The Town of Angier, NC was awarded a \$25,000 grant from the NC Department of Commerce designated to provide free WiFi for the Downtown. The project will cover Phase 1 & 2, as outlined in the RFQ. The grant funds are to be used on or before June 30, 2019.

FINANCIAL IMPACT: The Town was awarded a \$25,000 grant from the NC Department of Commerce designated to provide free WiFi for the Downtown. There are no budgetary impacts to the FY19 General Fund.

RECOMMENDATION: Authorize the Town Manager to sign the attached contract on behalf of the Town to provide free WiFi for the Downtown.

REQUESTED MOTION: I recommend authorizing the Town Manager to sign the contract on behalf of the Town to begin the process of purchasing and installing WiFi equipment for the Downtown.

REVIEWED BY TOWN MANAGER: GV

Attachments: Proposed Contract from Open Broadband, LLC



DOWNTOWN WI-FI ZONE AGREEMENT

This agreement made and entered into as of this _____ day of _____, 201__ by and between the **Town of Angier**, organized and existing under the laws of the State of North Carolina, (hereafter referred to as "Town"), and **Open Broadband, LLC**, an Internet Service Provider organized and existing under the laws of the State of North Carolina, (hereinafter referred to as "Open Broadband").

"Wi-Fi Zone" is defined as a designated area of Wi-Fi internet access with user devices such as phones, tablets, and laptops. The end user can move within the designated area without having to reconnect. Users are directly connected to Open Broadband wireless devices, and there is no routing/bridging of internet traffic between users. Public Wi-Fi zones are created for a number of reasons that revolve around economic development, including:

- Promote local businesses on a splash or landing page, and encourage consumers to stay and shop downtown.
- Attractiveness of free Wi-Fi to both residents and tourists (no consumption of cellular data plans)
- Opportunity for those who might otherwise not be able to have the internet at home to access the internet from a broad area
- Signals to outsiders that the Town is forward thinking

WITNESSETH:

WHEREAS, the Town desires to offer residents and visitors free public Wi-Fi access in downtown Angier; and

WHEREAS, Open Broadband desires to install, maintain, and operate a free public Wi-Fi service; and in consideration of the provisions, terms, conditions and covenants contained herein, the Town and Open Broadband do mutually covenant and agree as follows:

1. Wi-Fi Zone Coverage. The coverage area is identified in RFQ Response Wi-Fi for Downtown Angier dated February 24, 2019, which is included in this Agreement as Appendix A. Wi-Fi coverage is engineered for outdoor use in open areas, on the sidewalks, and exterior of the buildings within the designated area. Users devices such as phone, tablets, and laptops can access the free public Wi-Fi. Do not expect this service to penetrate into buildings. Businesses will need to purchase their own service and should provide Wi-Fi to their customers inside of their buildings. Therefore, this free public Wi-Fi service is not a substitute for businesses having their own, higher speed connections within the building.

The Town hereby agrees to allow Open Broadband to provide service from antennas inconspicuously as possible placed on buildings or towers in or near the designated area. Both parties agree to enter into a separate Tower Antenna Agreement which will allow Open Broadband to attach antennas to Town owned towers, building rooftops, or other

suitable structures, along with a 110v power connection (power consumption will be minimal with use in the range of 1-2 amps). Open Broadband is responsible for all installation and maintenance costs of their equipment, and will work in good faith with the Town for agreeable placement locations and design.

2. **Wi-Fi Zone access.** User access to the Wi-Fi zone will not require a password, but it will auto-direct the user to a web 'splash page' requiring agreement to a mutually agreed upon Terms and Conditions statement. This splash page contains Privacy and Security protections, and a limited number of advertisements for local businesses.
3. **Term.** The term of this agreement (the "Initial Term") is three (3) years, beginning on the date Open Broadband signs. This agreement shall be automatically renewed for an additional three (3) year period, unless Open Broadband or Town provides notice of intention not to renew not less than sixty (60) days prior to the expiration of the Initial Term or any Renewal Term.
4. **Fees.** Both parties agree that the deployment of the Wi-Fi Zone is an economic development benefit to the entities conducting business in Town, and both parties desire to have payment for the service eventually derived from the users that benefit most, the downtown merchants.

(a) Equipment and Installation fee:

- Equipment: \$10,500. This includes purchase, configuration and programming of all the equipment at the towers, up to 15 downtown locations, and the 4 park locations.
- Installation: \$9,500. Includes physical install of all equipment above.
- Initial maintenance term: 90-day warranty on labor, hardware warranty from mfg
- Details of the design are provided in Appendix A - RFQ Response Wi-Fi for Downtown Angier

(b) Wi-Fi Zone internet service:

Bandwidth

If provided by the town: No charge from Open Broadband

If provided by Open Broadband:

- a. 200 Mbps provided by Open Broadband is \$400/mo, paid annually for \$4800
- b. 400 Mbps provided by Open Broadband is \$600/mo, paid annually for \$7200

Open Broadband service includes the internet usage, extended maintenance, updates, repairs, and software upgrades for as long as service is purchased. If selected, bandwidth will be provided under a 3-year fixed price agreement, with the option for the Town to renew at same price.

If the Town requires Open Broadband to provide the bandwidth, the Town will make this annual payment to Open Broadband, in advance, on the first day of the period. Both parties agree that the initial payment will be prorated for the time between service

activation and June 30 2019. On July 1, 2019 and on each July 1 during the term of this agreement, the full annual payment will be due.

(c) Optional Analytics Service:

As described in Appendix A, Open Broadband offers an optional service for data analytics on Wi-Fi Zone usage. The Town may purchase this service in the future with a separate purchase order.

5. **Title and Quiet Possession.** The Town represents and agrees (a) that it has the right to enter into this agreement, (b) that the person signing this agreement has the authority to sign, (c) that Open Broadband is entitled to access the area on either an escorted basis, or independent basis, as determined by the Town. Access includes inside any security fence or area, 24x7x365 throughout the terms of the agreement.
6. **Tower Agreement Requirement.** Both parties agree to enter a written Tower Antenna Agreement for antenna installation on Town property, including the water tower near the corner of W. Dora and N Broad streets, and the Rohn 25 tower at the back of the Police Station. Both parties acknowledge the towers are required in order to deliver the service, and there will be no payments between the parties for use of tower space and power.
7. **Marketing.** Open Broadband and the Town agree to market the free public Wi-Fi Zone. This may include, but is not limited to, signs placed in windows of downtown businesses, Town buildings, a booth at public events, mentions in meetings and in newsletters, mentions in the Chamber, mentions in the press, and promotion in social media. Both parties will define their own budgets and plans for marketing activities, and agree to communicate on a regular basis to ensure community and visitor awareness of the free public Wi-Fi Zone. Neither party will bill the other for these services (e.g. the Town of Angier will not charge Open Broadband for a booth at an event, and Open Broadband will not charge the Town of Angier for window signs and other materials.) Unless otherwise agreed, the SSID for the service will be "Open Angier".
8. **Maintenance.** For the initial maintenance period, as well as the extended period of Open Broadband is providing the service, Open Broadband shall maintain the equipment and internet service for the Wi-Fi network. Open Broadband will make no alterations to Town facilities which will compromise or impair the integrity of the structure. Open Broadband shall exercise special precaution to avoid damaging the facilities of the Town, and Open Broadband hereby assumes all responsibility for any and all loss or such damage created by Open Broadband, its employees or agents. Open Broadband agrees to make an immediate report to the Town of any installation and maintenance of Open Broadband's facilities. Public area maintenance (painting, etc.) is the responsibility of the Town. The Town shall not move, disconnect or adjust, in any way, Open Broadband's equipment without the supervision of an Open Broadband representative on site. Open Broadband acknowledges and agrees that it shall be responsible for moving or protecting its equipment during any repairs or renovations and the Town shall incur no liability to Open Broadband for any injury, expense, or claim incurred by Open Broadband during any such repair or renovation.

9. Indemnity. Open Broadband shall carry insurance to indemnify, protect, and save harmless the Town from any and all claims and demands for damages to property and injury to or death of persons, including payments made under any Workers' Compensation Laws, or under any plan for employee's disability and death benefits which may arise out of or be caused by the erection, maintenance, presence, use or removal of Open Broadband antennas, cable, equipment and necessary appurtenances at the tower site. Open Broadband shall also indemnify, protect, and save harmless the Town from any and all claims and demands of whatsoever kind which may arise directly or indirectly from the operations of Open Broadband's facilities, including by not limited to taxes, special charges by others, claims and demands for damages or less for infringement of copyrights, libel and slander, unauthorized use of frequencies, etc.
10. Termination. Either party may terminate this Agreement upon sixty (60) days notice without liability at any time after the initial term of three (3) years.
11. Hazardous Substance. Open Broadband shall not introduce or use any such substance on the site in violation of any applicable law. Open Broadband agrees to cooperate fully with the Town in whatever steps are necessary for public area maintenance. Open Broadband agrees to hold the Town harmless of any interruption of service or possible damage of their equipment during this process.
12. Miscellaneous. (a) This agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this agreement; (b) this agreement is governed by the laws of the State of North Carolina; (c) this agreement constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this agreement must be in writing and executed by both parties; (d) if any provision of this agreement is invalid or unenforceable with respect to any party, the remainder of this agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable will not be affected and each provision of this agreement will be valid and enforceable to the fullest extent permitted by law.



13. Insurance. Open Broadband will maintain General Liability and Umbrella insurance coverage, a copy of which will be provided to the Town. Open Broadband will also maintain Workers Compensation Insurance, and will provide a copy of insurance to the Town prior to performing any work.

Signature below commits each party to the terms of this agreement.

Town

Open Broadband, LLC

By: _____

Print Name: _____

Date: _____



Appendix A

The following document is included in this Agreement as Appendix A:

RFQ Response
Wi-Fi for Downtown Angier
Town of Angier, NC
February 24, 2019

Town Initial

Open Broadband Initial



TOWER ANTENNA AGREEMENT

This agreement made and entered into as of this _____ day of _____, 201__ by and between Town of Angier, organized and existing under the laws of the State of North Carolina, (hereafter referred to as "Tower Owner"), and Open Broadband, LLC, an Internet Service Provider organized and existing under the laws of the State of North Carolina, (hereinafter referred to as "Open Broadband").

The term "**Tower**" is defined as a structure that may stand apart from or be attached to another building or structure. Examples include radio towers, cell towers, television towers, building rooftops, poles, park structures, and water towers.

WITNESSETH:

WHEREAS, the Tower Owner owns towers suitable for placement of fixed-wireless antennas to provide high-speed internet service; and

WHEREAS, Open Broadband desired to install, remove, replace, maintain, and operate a wireless broadband service system facility, including mounting antennas on the towers and a weather utility service box approximately 2' x 3' to house the communications service system fixtures and equipment (or equivalent space provided by Tower Owner), and necessary appurtenances; and in consideration of the provisions, terms, conditions and covenants contained herein, the Tower Owner and Open Broadband do mutually covenant and agree as follows:

1. Antenna Space and Cabling. Tower Owner hereby agrees to provide space on its towers and rooftops for fixed wireless antennas and mounts at locations to be selected by Open Broadband so long as they do not cause issues with tower loading or wind shear, and do not interfere with the openings to the tower, ladders, braces, paint removal, or painting of the structure and is in full compliance with all state and/or federal laws or the rules and regulations of any agency or instrumentality thereof. As required, Tower Owner also agrees to allow Open Broadband to attach outdoor Ethernet cable to the towers/roofs to connect the antennas to electronics located at or near the tower. Open Broadband is responsible for all installation and maintenance costs of their equipment, and will work in good faith with the Tower Owner for agreeable placement locations and design.

Mounting: Open Broadband plans to mount antennas on a standoff mast on the water tower railing, on a standoff mast on the Rohn 25 tower, and directly attached to the buildings in the park. The cost of these attachments are the responsibility of Open Broadband. We understand that the Town may use a maintenance company for their water towers. If the Town and their maintenance company have additional requirements that would result in a different mounting method, the parties agree that any such material additional cost will be borne by the Town.

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The initial locations are 1) the water tower near the corner of W. Dora and N Broad streets, 2) the Rohn 25 tower at the back of the Police Station, and 3) rooftops of town controlled buildings and other structures within the designated Wi-Fi Zones.

2. Electronics and Power. Tower Owner hereby grants access to Open Broadband to place electronics at a suitable location near the tower. This may be an outdoor utility box or a small amount of rack space in an existing room owned by the Tower Owner. Tower Owner will provide a 120-volt AC power socket for the minimal power draw of the antennas. Power access is required to provide the service and is included in the lease. Power consumption will be minimal with use in the range of 1-2 amps.
3. Term. The term of this agreement (the "Initial Term") is three (3) years, beginning on the date of late signature on this Agreement. This agreement shall be automatically renewed for an additional three (3) year period, unless Open Broadband or Tower Owner provides notice of intention not to renew not less than sixty (60) days prior to the expiration of the Initial Term or any Renewal Term.
4. Rent. It is understood that tower space is a requirement in order for Open Broadband to provide Wi-Fi in the designated areas. The Town agrees that the lease rate for Tower space on all town-owned towers to Open Broadband will have a monthly payment of: **\$0/month**

This is a valuable consideration, and is valid only as long as Open Broadband is providing high-speed internet service in the community.
5. Title and Quiet Possession. The Tower Owner represents and agrees (a) that it is the owner of the sites, (b) that it has the right to enter into this agreement, (c) that the person signing this agreement has the authority to sign, (d) that Open Broadband is entitled to access the sites on either an escorted basis, or independent basis, as determined by the Tower Owner. Access includes inside any security fence or area, 24x7x365 throughout the terms of the agreement so long as Open Broadband is not in default of this agreement.
6. Installation. In no event shall Open Broadband pierce or drill into the exterior of a water tower. Open Broadband agrees that it will provide the Tower Owner a written proposal addressing the installation of antenna and that such proposal shall be approved by the Tower Owner and their representative prior to installation. Each approved proposal will be added as an Attachment to this Tower Antenna Agreement.
7. Interference. Open Broadband will resolve any technical problems with other equipment located at the sites on the installation date.

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8. Maintenance of Area. Open Broadband shall make no alterations to the tower or related facilities which will compromise or impair the integrity of the structure. Open Broadband shall exercise special precaution to avoid damaging the facilities of the Tower Owner, and Open Broadband hereby assumes all responsibility for any and all loss or such damage created by Open Broadband, its employees or agents. Open Broadband agrees to make an immediate report to the Tower Owner of any installation and maintenance of Open Broadband's facilities. General tower maintenance (painting, etc.) is the responsibility of the Tower Owner. The Tower Owner shall not move, disconnect or adjust, in any way, Open Broadband's equipment without the supervision of an Open Broadband representative on site. Open Broadband acknowledges and agrees that it shall be responsible for moving or protecting its equipment during any repairs or renovations to the tower and the Tower Owner shall incur no liability to Open Broadband for any injury, expense, or claim incurred by Open Broadband during any such repair or renovation.
9. Indemnity. Open Broadband shall carry insurance to indemnify, protect, and save harmless the Tower Owner from any and all claims and demands for damages to property and injury to or death of persons, including payments made under any Workers' Compensation Laws, or under any plan for employee's disability and death benefits which may arise out of or be caused by the erection, maintenance, presence, use or removal of Open Broadband antennas, cable, equipment and necessary appurtenances at the tower site. Open Broadband shall also indemnify, protect, and save harmless the Tower Owner from any and all claims and demands of whatsoever kind which may arise directly or indirectly from the operations of Open Broadband's facilities, including by not limited to taxes, special charges by others, claims and demands for damages or less for infringement of copyrights, libel and slander, unauthorized use of frequencies, etc.
10. Termination. Either party may terminate this lease upon sixty (60) days notice without liability for further rent or damages at any time after the initial terms of three (3) years. Tower Owner may terminate this lease after three (3) years upon giving Open Broadband sixty (60) days notice of termination.
11. Hazardous Substance. Open Broadband shall not introduce or use any such substance on the site in violation of any applicable law. Open Broadband understands that if the Tower Owner needs to remove the old paint and repaint the tower and the old paint contains sufficient levels of lead that it will require special handling and containment in its removal. Open Broadband agrees to cooperate fully with the Tower Owner in whatever steps are necessary for the removal of the old paint and the repainting of the tower. Open Broadband agrees to hold the Tower Owner harmless of any interruption of service or possible damage of their equipment during this process.
12. Miscellaneous. (a) This agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this agreement; (b) this agreement is governed



by the laws of the State of North Carolina; (c) this agreement constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this agreement must be in writing and executed by both parties; (d) if any provision of this agreement is invalid or unenforceable with respect to any party, the remainder of this agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable will not be affected and each provision of this agreement will be valid and enforceable to the fullest extent permitted by law.

13. Insurance. Open Broadband will maintain General Liability and Umbrella insurance coverage, a copy of which will be provided to the Tower Owner. Open Broadband will also maintain Workers Compensation Insurance, and will provide a copy of insurance to the Tower Owner prior to performing any work.

Signature below commits each party to the terms of this agreement.

Tower Owner

Open Broadband, LLC

By: _____

Print Name: _____

Date: _____



Board of Commissioners Agenda Report

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

MEETING DATE: March 5, 2019
PREPARED BY: Veronica Hardaway
ISSUE Resolution #004-2019 Opposing Part I of H91/S87 that Requires
CONSIDERED: Consolidation in Counties with Multiple ABC Systems
DEPARTMENT: Administration

SUMMARY OF ISSUE:

Part I. of House Bill #91 and Senate Bill #87 is proposing to consolidate multiple ABC systems within a county.

FINANCIAL IMPACT: H91/S87 may have a considerable impact on how ABC funds are distributed to municipalities

RECOMMENDATION:

Consideration to adopt a resolution opposing H91/S87 that may have a negative impact to municipal budgets

REQUESTED MOTION:

"I move to adopt Resolution #004-2019 opposing H91/S87 that requires consolidation in counties with multiple ABC systems".

REVIEWED BY TOWN MANAGER:

Attachments:

- 1 House Bill #91
- 2 Senate Bill #87



Town of Angier

www.angier.org

Lewis Weatherspoon
Mayor

Gerry Vincent
Town Manager

Veronica Hardaway
Town Clerk

Resolution No.: 004-2019

Date Submitted: March 5, 2019

Date Adopted: March 5, 2019

RESOLUTION IN OPPOSITION TO THE NORTH CAROLINA GENERAL ASSEMBLY'S PROPOSAL IN H91 AND S87 THAT REQUIRES CONSOLIDATION IN COUNTIES WITH MULTIPLE ABC SYSTEMS

WHEREAS, Harnett County currently houses three separate Alcohol Beverage Control Boards within the County; and

WHEREAS, the three ABC systems within Harnett County include the Towns of Angier, Dunn, and Lillington. Each system distributes a percentage of their gross and net income to each of their respective municipalities; and

WHEREAS, last year the gross and net income of Angier's ABC system distributed \$7,333 to the Town of Angier's Police Department, \$6,179 to the public library, and \$49,437 to the Town of Angier's General Fund; and

WHEREAS, consolidating the ABC systems within Harnett County could have a substantial negative budget impact to their respective municipalities; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Town of Angier are opposed to Part I, Sections 1 (a.) through (d.) of the current version of House Bill 91 and Senate Bill 87 which proposes the consolidation in counties with multiple ABC systems; and

BE IT FURTHER RESOLVED that the Board of Commissioners of the Town of Angier calls upon all North Carolina municipal and county governing bodies of North Carolina to pass resolutions similar to this one; and

BE IT FURTHER RESOLVED that the Board of Commissioners of the Town of Angier urge the North Carolina General Assembly to oppose policies that could risk a negative impact to municipal budgets.

Adopted this the 5th day of March, 2019.

ATTEST:

Lewis W. Weatherspoon, Mayor

Veronica Hardaway, Town Clerk

Post Office Box 278 • Angier, North Carolina 27501-0278 • (919) 639-2071

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2019

H

1

HOUSE BILL 91*

Short Title: ABC Laws Modernization/PED Study. (Public)

Sponsors: Representatives McGrady, Boles, Horn, and Willingham (Primary Sponsors).
For a complete list of sponsors, refer to the North Carolina General Assembly web site.

Referred to: Alcoholic Beverage Control, if favorable, Finance, if favorable, Rules, Calendar,
and Operations of the House

February 19, 2019

1 A BILL TO BE ENTITLED
2 AN ACT TO REQUIRE THE MERGER OF ABC SYSTEMS LOCATED IN A COUNTY
3 WITH TWO OR MORE ABC SYSTEMS; TO REPEAL THE
4 PURCHASE-TRANSPORTATION PERMIT REQUIREMENT FOR SPIRITUOUS
5 LIQUOR; TO REQUIRE THE ABC COMMISSION TO SUBMIT A QUARTERLY
6 REPORT ON ITS PROCESS FOR OBTAINING A CONTRACT FOR STATE
7 WAREHOUSE SERVICES; TO ALLOW THE PURCHASE OF INDIVIDUAL BOTTLES
8 WHEN PLACING A SPECIAL ORDER OF SPIRITUOUS LIQUOR; TO ALLOW LOCAL
9 ABC BOARDS TO CHARGE A DELIVERY FEE WHEN DELIVERING SPIRITUOUS
10 LIQUOR TO MIXED BEVERAGES PERMITTEES; TO ALLOW LOCAL
11 GOVERNMENTS THE OPTION OF OPERATING ABC STORES ON SUNDAYS; AND
12 TO ALLOW SPIRITUOUS LIQUOR TASTINGS AT ABC STORES, AS
13 RECOMMENDED BY THE JOINT LEGISLATIVE PROGRAM EVALUATION
14 OVERSIGHT COMMITTEE.

15 The General Assembly of North Carolina enacts:
16

17 **PART I. REQUIRE CONSOLIDATION IN COUNTIES WITH MULTIPLE ABC**
18 **SYSTEMS**

19 **SECTION 1.(a)** By June 30, 2021, to ensure that no county has multiple ABC
20 systems, all ABC systems located in a county with two or more ABC systems shall merge in
21 accordance with the requirements set forth in G.S. 18B-703. Notwithstanding the provisions of
22 any local act, this section applies to all ABC systems. For purposes of this section, the term "ABC
23 system" is as defined in G.S. 18B-101.

24 **SECTION 1.(b)** G.S. 18B-700 is amended by adding a new subsection to read:

25 "(c1) Limit on Number of Boards. – Notwithstanding any provision of law to the contrary,
26 there shall be no more than one local ABC board in each county. If a jurisdiction holds an ABC
27 store election under G.S. 18B-602(g), the establishment of ABC stores is approved, and the
28 jurisdiction that held the election is located in a county where an ABC board is already in
29 operation, the jurisdiction that held the election shall merge its local ABC board with the existing
30 ABC board in accordance with G.S. 18B-703. Nothing in this subsection shall be construed as
31 prohibiting a local ABC board from serving multiple cities, counties, or cities and counties."

32 **SECTION 1.(c)** G.S. 18B-703(e) reads as rewritten:

33 "(e) Dissolution. – With the approval of the Commission, and subject to the limitation set
34 forth in G.S. 18B-700(c1), the cities or counties that have merged their ABC systems may



1 dissolve the merged operation at any time and resume their prior separate ~~operations, operations~~
2 or merge with a different ABC system in accordance with the requirements of this section."

3 **SECTION 1.(d)** Subsections (b) and (c) of this section become effective June 30,
4 2021. The remainder of this section is effective when it becomes law.

5
6 **PART II. REPEAL PURCHASE-TRANSPORTATION PERMIT REQUIREMENT FOR**
7 **SPIRITUOUS LIQUOR**

8 **SECTION 2.(a)** G.S. 18B-303 reads as rewritten:

9 **"§ 18B-303. Amounts of alcoholic beverages that may be purchased.**

10 (a) Purchases Allowed. – Without a permit, a person may purchase at one time:

11 ...

12 (4) ~~Not more than eight liters of either fortified~~ Fortified wine or and spirituous
13 liquor, or eight liters of the two combined. liquor in any amount.

14 ...

15 (c) Greater Amounts. – Amounts of alcoholic beverages greater than those listed in
16 ~~subdivisions~~ subdivision (a)(3) and (a)(4) may be purchased with a purchase-transportation
17 permit under G.S. 18B-403."

18 **SECTION 2.(b)** G.S. 18B-403 reads as rewritten:

19 **"§ 18B-403. Purchase-transportation permit.**

20 (a) Amounts. – With a purchase-transportation permit, a person may purchase and
21 transport an amount of alcoholic beverages greater than the amount specified in G.S. 18B-303(a).
22 A permit authorizes the holder to transport from the place of purchase to the destination within
23 North Carolina indicated on the permit at one time the following amount of alcoholic beverages:

24 (1) A maximum of 100 liters of unfortified ~~wine;~~ wine.

25 (2) ~~A maximum of 40 liters of either fortified wine or spirituous liquor, or 40~~
26 ~~liters of the two combined; or~~

27 (3) ~~The amount of fortified wine or spirituous liquors specified on the~~
28 ~~purchase-transportation permit for a mixed beverage permittee.~~

29 ...

30 (e) Restrictions on Permit. – A purchase may be made only from the store named on the
31 permit. One copy of the permit shall be kept by the issuing person, one by the purchaser, and one
32 by the store from which the purchase is made. The purchaser shall display his copy of the permit
33 to any law-enforcement officer upon request. ~~A permit for the purchase and transportation of~~
34 ~~spirituous liquor may be issued only by an authorized agent of the local board for the jurisdiction~~
35 ~~in which the purchase will be made.~~

36 ...

37 (g) Special Occasion Purchase-Transportation Permit. – When a person holds a special
38 occasion for which a permit under G.S. 18B-1001(8) or (9) is required, the
39 purchase-transportation permit issued to him may provide for the storage at and transportation to
40 and from the site of the special occasion of unfortified ~~wine, fortified wine, and spirituous liquor~~
41 wine for a period of no more than 48 hours before and after the special occasion. The
42 purchase-transportation permit authorizes that person to transport only the amounts of those
43 alcoholic beverages authorized by subsection (a). The Commission may adopt rules to govern
44 issuance of these extended purchase-transportation permits."

45 **SECTION 2.(c)** This section becomes effective July 1, 2019, and applies to fortified
46 wine and spirituous liquor purchased on or after that date.

47
48 **PART III. ABC COMMISSION/QUARTERLY REPORT ON PROCESS FOR**
49 **OBTAINING A CONTRACT FOR STATE WAREHOUSE SERVICES**

50 **SECTION 3.(a)** Beginning October 15, 2019, and quarterly thereafter, the ABC
51 Commission shall submit a written report to the chairs of the Joint Legislative Oversight

Committee on Justice and Public Safety detailing the progress made in bidding and selecting an independent contractor for the receipt, storage, and distribution of spirituous liquor at and from the State warehouse in accordance with G.S. 18B-204(a)(3). The report required under this section shall include all of the following:

- (1) The schedule for developing and issuing the Request for Proposal (RFP), including detailed explanations as to how the Commission is meeting the milestones identified on the schedule.
- (2) An identification of State agencies, departments, and other entities providing the Commission with technical assistance on RFP development and contract negotiations, including a detailed description of the assistance that is being provided.
- (3) A description of the Commission's consultation with local ABC boards, as that term is defined in G.S. 18B-101, to ensure the boards' concerns and expectations are addressed during the RFP development and contract negotiations.
- (4) A copy of the RFP when it is released for bid.
- (5) A copy of the final contract entered into pursuant to G.S. 18B-204(a)(3).
- (6) An implementation schedule for transitioning from the existing contract for services described in G.S. 18B-204(a)(3) to the new contract.

SECTION 3.(b) The reporting requirement set forth in subsection (a) of this section expires upon the earlier of the date of the award of the contract for services described in G.S. 18B-204(a)(3) or January 1, 2022.

PART IV. ABC SPECIAL ORDERS/ALLOW PURCHASE OF INDIVIDUAL BOTTLES

SECTION 4.(a) G.S. 18B-800 reads as rewritten:

"§ 18B-800. Sale of alcoholic beverages in ABC stores.

...

(c) Commission Approval. – ~~No~~Except as otherwise provided in subsection (c1) of this section, no ABC store may sell any alcoholic beverage which has not been approved by the Commission for sale in this State.

(c1) Special Orders; Fee. – Through the process established by rule of the Commission for special orders of spirituous liquor that is not on the list approved by the Commission, ABC stores shall allow the purchase of individual bottles of spirituous liquor through that process. ABC stores may sell in store any bottles it receives in excess of what was purchased by the requesting customer. The Commission may establish and charge a fee to a customer placing a special order in an amount sufficient to cover the actual costs incurred by ABC stores in processing the special order.

...."

SECTION 4.(b) This section becomes effective July 1, 2019, and applies to special orders placed on or after that date.

PART V. LOCAL ABC BOARDS/ALLOW DELIVERY FEE

SECTION 5.(a) G.S. 18B-701(a) reads as rewritten:

"(a) Powers. – A local board shall have authority ~~to~~to do all of the following:

- (1) Buy, sell, transport, and possess alcoholic beverages as necessary for the operation of its ABC ~~stores;~~stores. If a local board provides delivery of spirituous liquor to a mixed beverages permittee, the local board may charge a fee to the permittee sufficient to cover the actual costs incurred by the local board in making the delivery.
- (2) Adopt rules for its ABC system, subject to the approval of the ~~Commission;~~Commission.

- (3) Hire and fire employees for the ABC ~~system;~~system.
- (4) Designate one employee as manager of the ABC system and determine his ~~responsibilities;~~responsibilities.
- (5) Require bonds of employees as provided in the rules of the ~~Commission;~~Commission.
- (6) Operate ABC stores as provided in Article 8;8.
- (7) Issue purchase-transportation permits as provided in Article 4;4.
- (8) Employ local ABC officers or make other provision for enforcement of ABC laws as provided in Article 5;5.
- (9) Borrow money as provided in ~~G.S. 18B-702;~~G.S. 18B-702.
- (10) Buy and lease real and personal property, and receive property devised or given, as necessary for the operation of the ABC ~~system;~~system.
- (11) Invest surplus funds as provided in ~~G.S. 18B-702;~~G.S. 18B-702.
- (12) Dispose of property in the same manner as a city council may under Article 12 of Chapter 160A of the General ~~Statutes;~~ and Statutes.

...."

SECTION 5.(b) This section becomes effective July 1, 2019, and applies to deliveries made on or after that date.

PART VI. ALLOW LOCAL GOVERNMENT OPTION/ABC STORE SALES ON SUNDAY

SECTION 6.(a) G.S. 18B-802(b) reads as rewritten:

"(b) Days. – No ABC store shall be open, and no ABC store employee shall sell alcoholic beverages, ~~on any Sunday,~~ New Year's Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day. Except as otherwise provided under G.S. 153A-145.8 or G.S. 160A-205.4, no ABC store shall be open, and no ABC store employee shall sell alcoholic beverages, on any Sunday. A local board may otherwise determine the days on which its stores shall be closed."

SECTION 6.(b) Article 6 of Chapter 153A of the General Statutes is amended by adding a new section to read:

"§ 153A-145.8. Allow ABC stores to operate on Sunday.

If a county operates at least one ABC store, the county may adopt an ordinance allowing ABC stores under the operation of the county to be open and selling alcoholic beverages on Sundays. A county must consult with its county ABC board prior to adopting an ordinance under this section."

SECTION 6.(c) Article 8 of Chapter 160A of the General Statutes is amended by adding a new section to read:

"§ 160A-205.4. Allow ABC stores to operate on Sunday.

If a city operates at least one ABC store, the city may adopt an ordinance allowing ABC stores under the operation of the city to be open and selling alcoholic beverages on Sundays. A city must consult with its city ABC board prior to adopting an ordinance under this section."

SECTION 6.(d) This section becomes effective July 1, 2019.

PART VII. ABC STORES/ALLOW IN-STORE SPIRITUOUS LIQUOR TASTINGS

SECTION 7.(a) G.S. 18B-1114.7(a) reads as rewritten:

"(a) Authorization. – The holder of a supplier representative permit, brokerage representative permit, or distillery permit issued under G.S. 18B-1105 may obtain a spirituous liquor special event permit allowing the permittee to give free tastings of its spirituous liquors at ABC stores where the local ABC board has approved the tasting, trade shows, conventions, shopping malls, street festivals, holiday festivals, agricultural festivals, balloon races, local fund-raisers, and other similar events approved by the Commission."

SECTION 7.(b) G.S. 18B-301(f)(1) reads as rewritten:

- 1 "(1) Any person to consume fortified wine, spirituous liquor, or mixed beverages
2 or to offer such beverages to another person at any of the following places:
3 a. ~~On~~ Unless a consumer tasting authorized by G.S. 18B-1114.7 is being
4 conducted, on the premises of an ABC store.
5 b. Upon any property used or occupied by a local board.
6 c. On any public road, street, highway, or sidewalk, unless a consumer
7 tasting authorized by G.S. 18B-1114.7 is being conducted."

8 **SECTION 7.(c)** This section becomes effective July 1, 2019.
9

10 **PART VIII. RULES**

11 **SECTION 8.** The Alcoholic Beverage Control Commission shall amend its rules
12 consistent with the provisions of this act.
13

14 **PART IX. EFFECTIVE DATE**

15 **SECTION 9.** Except as otherwise provided, this act is effective when it becomes
16 law.

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2019

S

1

SENATE BILL 87*

Short Title: ABC Laws Modernization/PED Study. (Public)
Sponsors: Senators Waddell and Wells (Primary Sponsors).
Referred to: Rules and Operations of the Senate

February 20, 2019

1 A BILL TO BE ENTITLED
2 AN ACT TO REQUIRE THE MERGER OF ABC SYSTEMS LOCATED IN A COUNTY
3 WITH TWO OR MORE ABC SYSTEMS; TO REPEAL THE
4 PURCHASE-TRANSPORTATION PERMIT REQUIREMENT FOR SPIRITUOUS
5 LIQUOR; TO REQUIRE THE ABC COMMISSION TO SUBMIT A QUARTERLY
6 REPORT ON ITS PROCESS FOR OBTAINING A CONTRACT FOR STATE
7 WAREHOUSE SERVICES; TO ALLOW THE PURCHASE OF INDIVIDUAL BOTTLES
8 WHEN PLACING A SPECIAL ORDER OF SPIRITUOUS LIQUOR; TO ALLOW LOCAL
9 ABC BOARDS TO CHARGE A DELIVERY FEE WHEN DELIVERING SPIRITUOUS
10 LIQUOR TO MIXED BEVERAGES PERMITTEES; TO ALLOW LOCAL
11 GOVERNMENTS THE OPTION OF OPERATING ABC STORES ON SUNDAYS; AND
12 TO ALLOW SPIRITUOUS LIQUOR TASTINGS AT ABC STORES, AS
13 RECOMMENDED BY THE JOINT LEGISLATIVE PROGRAM EVALUATION
14 OVERSIGHT COMMITTEE.

15 The General Assembly of North Carolina enacts:

16
17 **PART I. REQUIRE CONSOLIDATION IN COUNTIES WITH MULTIPLE ABC**
18 **SYSTEMS**

19 **SECTION 1.(a)** By June 30, 2021, to ensure that no county has multiple ABC
20 systems, all ABC systems located in a county with two or more ABC systems shall merge in
21 accordance with the requirements set forth in G.S. 18B-703. Notwithstanding the provisions of
22 any local act, this section applies to all ABC systems. For purposes of this section, the term "ABC
23 system" is as defined in G.S. 18B-101.

24 **SECTION 1.(b)** G.S. 18B-700 is amended by adding a new subsection to read:

25 "(c1) Limit on Number of Boards. – Notwithstanding any provision of law to the contrary,
26 there shall be no more than one local ABC board in each county. If a jurisdiction holds an ABC
27 store election under G.S. 18B-602(g), the establishment of ABC stores is approved, and the
28 jurisdiction that held the election is located in a county where an ABC board is already in
29 operation, the jurisdiction that held the election shall merge its local ABC board with the existing
30 ABC board in accordance with G.S. 18B-703. Nothing in this subsection shall be construed as
31 prohibiting a local ABC board from serving multiple cities, counties, or cities and counties."

32 **SECTION 1.(c)** G.S. 18B-703(c) reads as rewritten:

33 "(e) Dissolution. – With the approval of the Commission, and subject to the limitation set
34 forth in G.S. 18B-700(c1), the cities or counties that have merged their ABC systems may
35 dissolve the merged operation at any time and resume their prior separate operations.
36 or merge with a different ABC system in accordance with the requirements of this section."



SECTION 1.(d) Subsections (b) and (c) of this section become effective June 30, 2021. The remainder of this section is effective when it becomes law.

PART II. REPEAL PURCHASE-TRANSPORTATION PERMIT REQUIREMENT FOR SPIRITUOUS LIQUOR

SECTION 2.(a) G.S. 18B-303 reads as rewritten:

"§ 18B-303. Amounts of alcoholic beverages that may be purchased.

(a) Purchases Allowed. – Without a permit, a person may purchase at one time:

...

(4) ~~Not more than eight liters of either fortified~~ Fortified wine or and spirituous liquor, or eight liters of the two combined.

...

(c) Greater Amounts. – Amounts of alcoholic beverages greater than those listed in ~~subdivisions subdivision (a)(3) and (a)(4)~~ may be purchased with a purchase-transportation permit under G.S. 18B-403."

SECTION 2.(b) G.S. 18B-403 reads as rewritten:

"§ 18B-403. Purchase-transportation permit.

(a) Amounts. – With a purchase-transportation permit, a person may purchase and transport an amount of alcoholic beverages greater than the amount specified in G.S. 18B-303(a). A permit authorizes the holder to transport from the place of purchase to the destination within North Carolina indicated on the permit at one time the following amount of alcoholic beverages:

(1) A maximum of 100 liters of unfortified ~~wine; wine.~~

(2) ~~A maximum of 40 liters of either fortified wine or spirituous liquor, or 40 liters of the two combined; or~~

(3) ~~The amount of fortified wine or spirituous liquors specified on the purchase-transportation permit for a mixed beverage permittee.~~

...

(e) Restrictions on Permit. – A purchase may be made only from the store named on the permit. One copy of the permit shall be kept by the issuing person, one by the purchaser, and one by the store from which the purchase is made. The purchaser shall display his copy of the permit to any law-enforcement officer upon request. ~~A permit for the purchase and transportation of spirituous liquor may be issued only by an authorized agent of the local board for the jurisdiction in which the purchase will be made.~~

...

(g) Special Occasion Purchase-Transportation Permit. – When a person holds a special occasion for which a permit under G.S. 18B-1001(8) or (9) is required, the purchase-transportation permit issued to him may provide for the storage at and transportation to and from the site of the special occasion of unfortified ~~wine, fortified wine, and spirituous liquor~~ wine for a period of no more than 48 hours before and after the special occasion. The purchase-transportation permit authorizes that person to transport only the amounts of those alcoholic beverages authorized by subsection (a). The Commission may adopt rules to govern issuance of these extended purchase-transportation permits."

SECTION 2.(c) This section becomes effective July 1, 2019, and applies to fortified wine and spirituous liquor purchased on or after that date.

PART III. ABC COMMISSION/QUARTERLY REPORT ON PROCESS FOR OBTAINING A CONTRACT FOR STATE WAREHOUSE SERVICES

SECTION 3.(a) Beginning October 15, 2019, and quarterly thereafter, the ABC Commission shall submit a written report to the chairs of the Joint Legislative Oversight Committee on Justice and Public Safety detailing the progress made in bidding and selecting an independent contractor for the receipt, storage, and distribution of spirituous liquor at and from

the State warehouse in accordance with G.S. 18B-204(a)(3). The report required under this section shall include all of the following:

- (1) The schedule for developing and issuing the Request for Proposal (RFP), including detailed explanations as to how the Commission is meeting the milestones identified on the schedule.
- (2) An identification of State agencies, departments, and other entities providing the Commission with technical assistance on RFP development and contract negotiations, including a detailed description of the assistance that is being provided.
- (3) A description of the Commission's consultation with local ABC boards, as that term is defined in G.S. 18B-101, to ensure the boards' concerns and expectations are addressed during the RFP development and contract negotiations.
- (4) A copy of the RFP when it is released for bid.
- (5) A copy of the final contract entered into pursuant to G.S. 18B-204(a)(3).
- (6) An implementation schedule for transitioning from the existing contract for services described in G.S. 18B-204(a)(3) to the new contract.

SECTION 3.(b) The reporting requirement set forth in subsection (a) of this section expires upon the earlier of the date of the award of the contract for services described in G.S. 18B-204(a)(3) or January 1, 2022.

PART IV. ABC SPECIAL ORDERS/ALLOW PURCHASE OF INDIVIDUAL BOTTLES

SECTION 4.(a) G.S. 18B-800 reads as rewritten:

"§ 18B-800. Sale of alcoholic beverages in ABC stores.

...

(c) Commission Approval. – ~~No~~Except as otherwise provided in subsection (c1) of this section, no ABC store may sell any alcoholic beverage which has not been approved by the Commission for sale in this State.

(c1) Special Orders; Fee. – Through the process established by rule of the Commission for special orders of spirituous liquor that is not on the list approved by the Commission, ABC stores shall allow the purchase of individual bottles of spirituous liquor through that process. ABC stores may sell in store any bottles it receives in excess of what was purchased by the requesting customer. The Commission may establish and charge a fee to a customer placing a special order in an amount sufficient to cover the actual costs incurred by ABC stores in processing the special order.

...."

SECTION 4.(b) This section becomes effective July 1, 2019, and applies to special orders placed on or after that date.

PART V. LOCAL ABC BOARDS/ALLOW DELIVERY FEE

SECTION 5.(a) G.S. 18B-701(a) reads as rewritten:

"(a) Powers. – A local board shall have authority ~~to~~to do all of the following:

- (1) Buy, sell, transport, and possess alcoholic beverages as necessary for the operation of its ABC ~~stores;~~stores. If a local board provides delivery of spirituous liquor to a mixed beverages permittee, the local board may charge a fee to the permittee sufficient to cover the actual costs incurred by the local board in making the delivery.
- (2) Adopt rules for its ABC system, subject to the approval of the ~~Commission;~~Commission.
- (3) Hire and fire employees for the ABC ~~system;~~system.

- (4) Designate one employee as manager of the ABC system and determine his ~~responsibilities;responsibilities.~~
- (5) Require bonds of employees as provided in the rules of the ~~Commission;Commission.~~
- (6) Operate ABC stores as provided in Article ~~8;8.~~
- (7) Issue purchase-transportation permits as provided in Article ~~4;4.~~
- (8) Employ local ABC officers or make other provision for enforcement of ABC laws as provided in Article ~~5;5.~~
- (9) Borrow money as provided in ~~G.S. 18B-702;G.S. 18B-702.~~
- (10) Buy and lease real and personal property, and receive property devised or given, as necessary for the operation of the ABC ~~system;system.~~
- (11) Invest surplus funds as provided in ~~G.S. 18B-702;G.S. 18B-702.~~
- (12) Dispose of property in the same manner as a city council may under Article 12 of Chapter 160A of the General ~~Statutes; andStatutes.~~
-"

SECTION 5.(b) This section becomes effective July 1, 2019, and applies to deliveries made on or after that date.

PART VI. ALLOW LOCAL GOVERNMENT OPTION/ABC STORE SALES ON SUNDAY

SECTION 6.(a) G.S. 18B-802(b) reads as rewritten:

"(b) Days. – No ABC store shall be open, and no ABC store employee shall sell alcoholic beverages, ~~on any Sunday, New Year's Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day. Except as otherwise provided under G.S. 153A-145.8 or G.S. 160A-205.4, no~~ ABC store shall be open, and no ABC store employee shall sell alcoholic beverages, on any Sunday. A local board may otherwise determine the days on which its stores shall be closed."

SECTION 6.(b) Article 6 of Chapter 153A of the General Statutes is amended by adding a new section to read:

"§ 153A-145.8. Allow ABC stores to operate on Sunday.

If a county operates at least one ABC store, the county may adopt an ordinance allowing ABC stores under the operation of the county to be open and selling alcoholic beverages on Sundays. A county must consult with its county ABC board prior to adopting an ordinance under this section."

SECTION 6.(c) Article 8 of Chapter 160A of the General Statutes is amended by adding a new section to read:

"§ 160A-205.4. Allow ABC stores to operate on Sunday.

If a city operates at least one ABC store, the city may adopt an ordinance allowing ABC stores under the operation of the city to be open and selling alcoholic beverages on Sundays. A city must consult with its city ABC board prior to adopting an ordinance under this section."

SECTION 6.(d) This section becomes effective July 1, 2019.

PART VII. ABC STORES/ALLOW IN-STORE SPIRITUOUS LIQUOR TASTINGS

SECTION 7.(a) G.S. 18B-1114.7(a) reads as rewritten:

"(a) Authorization. – The holder of a supplier representative permit, brokerage representative permit, or distillery permit issued under G.S. 18B-1105 may obtain a spirituous liquor special event permit allowing the permittee to give free tastings of its spirituous liquors at ABC stores where the local ABC board has approved the tasting, trade shows, conventions, shopping malls, street festivals, holiday festivals, agricultural festivals, balloon races, local fund-raisers, and other similar events approved by the Commission."

SECTION 7.(b) G.S. 18B-301(f)(1) reads as rewritten:

- "(1) Any person to consume fortified wine, spirituous liquor, or mixed beverages or to offer such beverages to another person at any of the following places:
- a. ~~On~~ Unless a consumer tasting authorized by G.S. 18B-1114.7 is being conducted, on the premises of an ABC store.
 - b. Upon any property used or occupied by a local board.
 - c. On any public road, street, highway, or sidewalk, unless a consumer tasting authorized by G.S. 18B-1114.7 is being conducted."

SECTION 7.(c) This section becomes effective July 1, 2019.

PART VIII. RULES

SECTION 8. The Alcoholic Beverage Control Commission shall amend its rules consistent with the provisions of this act.

PART IX. EFFECTIVE DATE

SECTION 9. Except as otherwise provided, this act is effective when it becomes law.

North Carolina



February 2018

Chairman: A. D. "ZANDER" GUY, JR.

[General Info](#)
[Permits](#)
[Beer & Wine Products](#)
[Legal](#)
[Education](#)
[Audit / Investigation](#)
[Spirituos Liquor](#)
[ABC Stores & Boards](#)

General Information

[Brief History](#)

[Store Locator](#)

[ABC Board Directory](#)

[Purchase Transportation Permit](#)

[State Warehouse](#)

[ABC Board Law Enforcement Info](#)

[Boards Map](#)

Frequently Asked Questions

[Locate a permittee \(Permittee Search\)](#)

[How do I apply for a permit?](#)

[How do I find a store near me?](#)

[How to apply for a job at an ABC store?](#)

[What sales are allowed in my area?](#)

[How do I open an ABC Store?](#)

ABC Board Directory

Angier ABC Board

Location: 305 N Raleigh St. (Hwy 55), Angier, NC 27501
Mailing Address: PO Box 788, Angier, NC 27501
County: Harnett
Phone: 919-639-4881
Fax: 919-639-4011
Web Site: <https://www.angierabc.com>
Email: angierabc@centurylink.net
Date of First Retail Sales: December 6, 1969

ABC Board of Elections

Authorized By: S.L. 1969 - 626

Additional ABC Election information is available by linking to our listing of Alcoholic Beverage Legal Sales Areas for counties, cities, and towns in North Carolina.

Division of Revenue

Gross Profits

- Law enforcement - follows G.S. 18B-805(c)(2)

Net Profits

- 25% to Angier Community Library
- 10% of remaining 75% may be used be used for alcohol education & rehabilitation programs
- Remainder to Angier general fund of which up to 25% may be used for recreational programs

Board Members

Member	Title	Appointment Date
Jerry E. Hockaday	Chairman	12/31/2016
Vicki Pinkerton	Finance Officer	
Shirley Brinkley	General Manager	07/01/2003
Thomas (Tom) Taylor	Member	12/31/2017
Steve Adams	Member	12/31/2016
Phillip Allen	Member	12/31/2017
Randy Collins	Member	12/31/2015

Stores

Store Address	Hours of Operation
305 N Raleigh St, Angier, NC 27501	Mon-Sat 9am-9pm



Chairman: A. D. "ZANDER" GUY, JR.

[General Info](#)
[Permits](#)
[Beer & Wine Products](#)
[Legal](#)
[Education](#)
[Audit / Investigation](#)
[Spirituosous Liquor](#)
[ABC Stores & Boards](#)

General Information

[Brief History](#)
[Store Locator](#)
[ABC Board Directory](#)
[Purchase Transportation Permit](#)
[State Warehouse](#)
[ABC Board Law Enforcement Info](#)
[Boards Map](#)

Frequently Asked Questions

[Locate a permittee \(Permittee Search\)](#)
[How do I apply for a permit?](#)
[How do I find a store near me?](#)
[How to apply for a job at an ABC store?](#)
[What sales are allowed in my area?](#)
[How do I open an ABC Store?](#)

ABC Board Directory

Dunn ABC Board

Location: 555 Jackson Rd, Dunn, NC 28334

Mailing Address: PO Box 70, Dunn, NC 28335

County: Harnett

Phone: 910-892-6608

Fax: 910-892-6936

Email: dunnabc@embargo.com
Date of First Retail Sales: May 1, 1962

ABC Board of Elections

Authorized By: S.L. 1949 - 1147

Additional ABC Election information is available by linking to our listing of Alcoholic Beverage Legal Sales Areas for counties, cities, and towns in North Carolina.

Division of Revenue

Gross Profits

- Alcohol Education - follows GS 18B-805(c)(3)
- Law Enforcement - follows GS 18B-805(c) (2)

Net Profits

- 100% to Dunn General Fund of which 10-25% to Betsy Johnson Memorial Hospital

Board Members

Member	Title	Appointment Date
Dal Snipes	Chairman	07/01/2015
Robert Parker	General Manager	09/12/1999
Lynn Jernigan	Member	07/31/2016
Alice Judd	Member	06/10/2017

Stores

Store Address	Hours of Operation
555 Jackson Rd, Dunn, NC 28334	Mon-Thu 10am-8pm; Fri-Sat 10am-9pm
2400 W Cumberland St, Dunn, NC 28334	Mon-Thu 10am-8pm; Fri-Sat 10am-9pm

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[Directions](#)
[Site Map](#)
[Store Locator](#)
[Frequently Asked Questions](#)


Chairman: A. D. "ZANDER" GUY, JR.

[General Info](#)
[Permits](#)
[Beer & Wine Products](#)
[Legal](#)
[Education](#)
[Audit / Investigation](#)
[Spirituous Liquor](#)
[ABC Stores & Boards](#)

General Information

Brief History

[Store Locator](#)
[ABC Board Directory](#)
[Purchase Transportation Permit](#)
[State Warehouse](#)
[ABC Board Law Enforcement Info](#)
[Boards Map](#)

Frequently Asked Questions

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[How to apply for a job at an ABC store?](#)
[What sales are allowed in my area?](#)
[How do I open an ABC Store?](#)

ABC Board Directory

Lillington ABC Board

Location: 5 E Duncan St, Lillington, NC 27546

Mailing Address: PO Box 1087, Lillington, NC 27546

County: Harnett

Phone: 910-893-4127

Fax: 910-893-2859

Email: jjbethune@lillabc.com
Date of First Retail Sales: December 12, 1966

ABC Board of Elections

Authorized By: S.L. 1963 - 798

Additional ABC Election information is available by linking to our listing of Alcoholic Beverage Legal Sales Areas for counties, cities, and towns in North Carolina.

Division of Revenue

Gross Profits

- Law enforcement - follows GS 18B-805(c) (2)

Net Profits

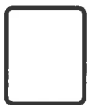
- 25% to Harnett County Public Library
- 75% to Lillington General Fund
- (10% may be used for rehabilitation)

Board Members

Member	Title	Appointment Date
Marshall Page	Chairman	12/14/2015
Judy Bethune	General Manager	08/10/2015
Frank Powers	Member	10/15/2016
Alex McPherson	Member	10/15/2016

Stores

Store Address	Hours of Operation
5 E Duncan St, Lillington, NC 27546	Mon-Wed 9am-8pm; Thu-Sat 9am-9pm

[Home](#)
[About the Commission](#)
[Contact](#)
[Directions](#)
[Site Map](#)
[Store Locator](#)
[Frequently Asked Questions](#)


TOWN MANAGER'S REPORT

Memo

To: Gerry Vincent, Town Manager
From: Bill Dreitzler, P.E., Town Engineer
Date: February 27, 2019
Re: March 2019 BOC Meeting - Engineer's Staff Report

Please consider my staff report for the scheduled March 5, 2019 Board of Commissioners meeting:

Hwy 210 Sidewalk Extension Project

At the direction of the Board, we will be soliciting informal bids from outside consultants to prepare right-of-way, permanent drainage easement and temporary construction easement lands from 13 impacted property owners. It is our intention to make a recommendation for award at the March Board Workshop. The balance of my update on this project can be referenced in the February 22, 2019 Memorandum presented at the Tuesday, February 26, 2019 Board Workshop.

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 additional discussion and funding consideration.

Wastewater Collection and Water System Master Plan

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

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.

Stormwater Control Measure (SCM's) Requirements

Our Town Attorney has reviewed and given his approval of our proposed SCM Operations & Maintenance Agreement. We will begin implementing this requirement. The O&M Agreement will require an annual inspection of the SCM sealed by a licensed engineer to certify the facility is operating as designed and/or if any maintenance is needed.

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.

Town Hall Evacuation Plan

At the direction of the Manager, staff will be generating a floor plan schematic for Town Hall that can be used as a graphic representation for an emergency evacuation plan. **We have not been able to locate an existing floor plan for the Town Hall. I have this project on hold pending further discussion with the Manager regarding direction.**

Angier / Harnett County Water Purchase Agreement Renewal

The draft Agreement has been reviewed by our Town Attorney and we only have a few minor comments for further discussion with the County. The key element under evaluation is the County's desire to limit deliver to 1,000 gallons per minute. They indicated it would be necessary based on the capabilities of the County system. We are having our water distribution system modeling engineer evaluate the impacts. I will be providing the results of the evaluation and a recommendation to the Manager when received.

Sanitary Sewer Flow Tracking

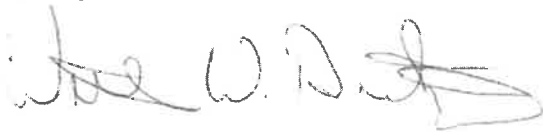
We are in the process of establishing a sewer flow tracking spreadsheet to more accurately account for wastewater flows that have been obligated but are not yet tributary to our system. As an explanation, when we permit a residential subdivision and the application has a projected flow of 30,000 gallons 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.**

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", written over a light blue horizontal line.

Bill Dreitzler, P.E.
Town Engineer



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



Lewis Weatherspoon
Mayor

Gerry Vincent
Town Manager

Planning and Inspections Department
Monthly Report: February 2019

Permits Issued - January 2019:

Total Permits Issued: **23**

Building Inspections Performed: **40**

New Construction - Residential: **1**

New Construction - Commercial: **1** (Church at 7975 NC 210 N)

Total Fees Collected: **\$ 11,828.75**

2018-2019 Fiscal Year Permitting Totals:

New Construction - Residential: **20**

New Construction - Commercial: **2**

Total Fees Collected: **\$ 54,536.00**



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: Construction Drawings Approved, Grading in Progress

Coble Farms: Awaiting Construction Drawing Comments to be Addressed

Carolina Charter Academy: Building Plans Approved, Waiting on Site Plan Comments to be Addressed

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		Ordinance to Vacate and Close: March 5, 2019
18-114	125 N Raleigh St	Salazar Navarrete	Limbs at street	12/20/2018	2/7/2019	CLOSED
19-001	379 Deer Haven Dr	Lindsay Robinson	Illegal Business	N/A		Currently Investigating 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	N/A		Currently Investigating Alleged Junked Vehicle
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		Currently Investigating Alleged Junked Vehicles
19-013	365 W Church St	Ryan Adams	Potential Junked Vehicles	N/A		Currently Investigating 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 Cociolone	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		Working with Owner to Obtain Permits
19-020	244 Landmark Dr	William Warda	Structure Setback Intrusion	2/20/2019		Compliance Deadline: 3/7/19
19-021	191 W Lillington St	Rhunell Chatmon	Minimum Housing Case	2/25/2019		Minimum Housing Hearing: March 15, 2019



Angier Police Department

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

Angier, North Carolina 27501

Office (919) 639-2699

Interim Chief of Police
Arthur R. Yarbrough, Jr.

Date March 5, 2019
To Town Manager Gerry Vincent
From Arthur R. Yarbrough, Jr.

Subject Matter: February 2019 Police Activities
Statistical Data

****Police activities for the month of January consisted 1662 Calls for Service/Officer initiated activities. Officers investigated 33 incidents involving 28 offenses. Of the offenses committed 11 individuals were arrested on a total of 19 charges.**

****Traffic enforcement activities included 35 citations issued totaling 49 charges as opposed to 15/22 in January. There were also 6 traffic accidents investigated during this period, 11 less than the previous month.**

****Other activities**

Officers completed 1465 security checks, 117 business contacts and 188 subdivision checks.

****The 2 new police vehicles are in service and were issued to Sgt. King and Officer Pollard, These vehicles are on the road every night of the week.**

****Referencing a few changes in the police department. Welcome new officer Levi Creek to the town and police family. Lieutenant David Campbell remains in charge of training, administration and investigations also everyday operations.**

****Corporal Lee Thompson has been promoted to Patrol Sergeant to assume the duties of the day to day patrol supervision to include scheduling, walk-ins and the numerous activities and responsibilities associated with this position vacated by Lt. Yarbrough. Sergeant Thompson is also an Instructor and Evidence custodian along with Lieutenant Campbell.**

****Corporal Danny King has been promoted to Patrol Sergeant to supervise and coordinate mid/shift and night shift patrol activities.**

****Detective Corporal J. Shattuck has been promoted to Detective Sergeant involved in Investigations, Narcotics and Search Warrants.**

****Officer Debra Rose has been promoted to Corporal/SRO and is now Angier Police Departments first full time SRO assigned to Angier Elementary School.
The Police Department is very proud of each of these deserving officers, We thank them.**

MONTHLY REPORT
ANGIER PARKS & RECREATION
February 27, 2019

- BASKETBALL AND CHEERLEADING IS FINISHING UP THIS WEEK AND WE ARE COMPLETING ANOTHER SUCCESSFUL WINTER SPORTS SEASON.
- REGISTRATION FOR SPRING SPORTS HAS BEGUN AND WILL CONTINUE THROUGH FRIDAY MARCH 15. SPRING SPORTS IS TEE BALL, BASEBALL AND SOFTBALL FOR BOYS AND GIRLS AGES 4-16.
- WE HAVE REPLACED THE OLD BATTING CAGE NET IN LARGE BATTING CAGE WITH NEW NET.
- WE ARE IN THE PROCESS OF PREPARING OUR PARK AND SPORTS FIELDS FOR THE SPRING & SUMMER SEASON AND USAGE.
- OUR NEW FULL PARK MAINTENANCE EMPLOYEE GEORGE RANDY BAIN'S FIRST DAY WAS MONDAY FEBRUARY 18 AND HE IS WORKING OUT GREAT SO FAR.