



# ***BOARD OF COMMISSIONERS REGULAR MEETING AGENDA***

**Tuesday, May 7, 2019**

**7:00 PM**

Location: 28 N Raleigh Street, Angier, NC 27501

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**Call to Order**

**Pledge of Allegiance**

**Invocation**

**Approval of Agenda**

**Presentations**

**Public Comment**

**Public Hearing**

**1. Ordinance Text Amendment**

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

**Consent Agenda Items**

**1. Approval of Minutes:**

- a. April 2, 2019 – Regular Meeting
- b. April 23, 2019 – Work Session Meeting

**2. Advisory Board Appointment**

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

**Business Items**

- 1. Annexation Petition** – The Town Clerk, on behalf of the Governing Board, has investigated and confirmed the Sufficiency of the Petition submitted by property owner KBNK Holdings, LLC. The proposed site requested for annexation are 4 tracts of land approximately 36.187 acres total more or less; located off Gardner Road inclusive to

Harnett County Parcel PINs #0673-42-7003; 0673-52-1506; 0673-52-3849; and 0673-52-4376. Since its Certification Sufficiency, the Town Board, per General Statute, may now consider adopting a Resolution to Fix the Date for a required Public Hearing during its June 4, 2019, Board of Commissioner's meeting.

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

**Town Manager's Report**

- Department Reports
- Manager's Report

**Mayor & Town Board Comments**

**Adjourn**

# PUBLIC HEARING



## Board of Commissioners Agenda Report

55 N Broad Street W.  
PO Box 278  
Angier, NC 27501  
[www.angier.org](http://www.angier.org)

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<b>MEETING DATE:</b>	May 7, 2019
<b>PREPARED BY:</b>	Sean Johnson
<b>ISSUE</b>	Ordinance Text Amendments – Waste Container Screening
<b>CONSIDERED:</b>	
<b>DEPARTMENT:</b>	Planning & Inspections

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### **SUMMARY OF ISSUE:**

The Planning Department has been tasked with drafting amendments to the waste container screening requirements found in Angier's Ordinance. These amendments have been carefully discussed by the Planning Board and Town Board for several months.

### **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 limit the retroactive requirements of the proposed Ordinance amendments. If adopted, the amendments would remove the 'grandfathered' status of those existing uses in violation of the new requirements.

### **REQUESTED MOTION:**

I move to adopt the proposed amendments to Section 7.3.4 of the Unified Development Ordinance.

### **REVIEWED BY TOWN MANAGER:**

### **Attachments:**

Revised Draft - Waste Container Screening  
Amendments

## Dumpster Screening Requirements

### ***Current UDO Language***

*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.
- B. 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.
- C. Dumpsters and other waste collection containers shall not be located in the front yard of any structure.
- D. 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.
- E. 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.
- F. All screens shall utilize building materials and design which are compatible with those used for the exterior of the principal building.

***Revised Draft Per Town Board Comments At Their April 23rd  
Workshop***

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

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

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

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

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

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

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

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

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

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

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

***Final Draft To Be Added To The UDO Upon Town Board Approval  
After Public Hearing***

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

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

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

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

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

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

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

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

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

***Existing Town Code To Be Revised Based On Board's Comments At  
Their April 23<sup>rd</sup> Workshop***

***\*\*No Public Hearing Required, Board Can Chose A Future Effective Date Of  
This Amendment***

**Sec. 15-35. - Placement, removal of containers; duties of occupants.**

Residential ~~accounts~~ properties will be provided up to two refuse containers and the account will be billed for each container requiring pickup on the monthly utility bill. Any number of refuse containers above two will require dumpster service at the owner's expense.

Commercial ~~accounts~~ properties will be provided up to three refuse containers. Any number of refuse containers above three will require dumpster service at the owner's expense.

- (1) Refuse containers shall be placed for collection at a location in such a manner as to be convenient for removal and collection.
- (2) It shall be the duty of the occupant of any building or any residential unit to:
  - a. Place the refuse container at a location in such a manner as to be convenient for removal and collection. The supervisor may require such placement at any location for reasons of topography, efficiency or emergency.
  - b. Remove the empty container from the place of deposit at curbside or otherwise to the storage location. Such removal shall be accomplished not later than 7:00 p.m. on the day of collection.
  - c. Empty garbage containers must be placed in a storage location behind or at the side rear of the dwelling or business.



# CONSENT AGENDA

**Town of Angier  
Board of Commissioners  
Tuesday, April 2, 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, April 2, 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  
Downtown Manager Christy Adkins  
Library Director Amanda Davis  
Town Engineer Bill Dreitzler  
Town Attorney Dan Hartzog, Jr.

**Others Present:**

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

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

**Invocation:** Mayor Weatherspoon offered the invocation.

**Approval of the April 2, 2019 meeting agenda:** The Town Board approved the agenda as presented.

**Board Action:** The Town Board approved the April 2, 2019 meeting agenda as presented.

**Motion:** Mayor Pro-Tem Honeycutt  
**Second:** Commissioner Smith  
**Opposed:** Commissioner Hawley  
**Vote:** 3-1; motion carried

**Presentations:**

1. **Mayor Weatherspoon administered the Oath of Office to Arthur R. Yarbrough, Jr. as Angier's new Chief of Police.**

Chief Yarbrough thanked everyone along with his officers for all they do.

**Public Comment:**

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

**Public Hearing:**

1. **Rezoning Request**

Sean Johnson presented the Staff Report for the proposed rezoning request submitted by Prime 1 Builders for the property located at 8316 S. N.C. 55 HWY and identified by Wake County PIN: 0675510135. Mr. Johnson explained that the 0.9 acre parcel is currently vacant other than a small utility structure used by Hotwire to serve the Johnson's Landing subdivision. The current zoning of the property is General Commercial and the requested zoning is R-6.

Mr. Johnson stated that the surrounding land uses include medium and high density residential, office, retail and professional services. The property can be served by Town of Angier water and sewer services. He also stated that the 2017 Comprehensive Land Use Plan calls for commercial uses in this area, including on the property in question.

During the Staff evaluation of the rezoning request, Mr. Johnson concluded the following:

- 1) The impact to adjacent property owners and the surrounding community is reasonable, because the requested zoning district allows for uses compatible with surrounding uses.
- 2) The requested zoning district is not compatible with the existing Land Use Plan which calls for commercial use of the property.
- 3) The proposal does enhance or maintain the public health, safety and general welfare, because the proposal would allow for uses compatible with surrounding uses.
- 4) The request is not for a small scale rezoning, because the requested zoning district would allow for uses compatible with adjacent uses.

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

The Town Board then considered the Standards of Review in the case of the requested rezoning. The Standards of Review were read and agreed upon as follows:

1. The proposal will place all property similarly situated in the area in the same category, or in appropriate complementary categories.
2. There is convincing demonstration that all uses permitted under the proposed district classification would be in the general public interest and not merely in the interest of an individual or small group.
3. There is convincing demonstration that the character of the neighborhood will not be materially and adversely affected by any use permitted in the proposed change.
4. The proposed change is in accord with the land use plan and sound planning principles.

Mayor Weatherspoon opened the Public Hearing.

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

**Board Action:** The Board unanimously voted to approve the rezoning request submitted by Prime 1 Builders to rezone a .9 acre parcel located at 8316 S N.C. 55 Highway from General Commercial to R-6 (PIN#: 0675-51-0135).

**Motion:** Commissioner Smith

**Second:** Mayor Pro-tem Honeycutt

**Vote:** Unanimous, 4-0

### **Consent Agenda Items**

#### **1. Approval of Minutes**

- March 5, 2019 – Regular Meeting
- March 8, 2019 & March 9, 2019 – Board Retreat
- March 26, 2019 – Work Session Meeting

#### **2. Consideration and Approval of Town Attorney, Dan Hartzog, Jr. Memorandum of Understanding**

#### **3. Consideration and Approval to construct a Retention Wall at Jack Marley Park**

#### **4. Consideration and Approval to adopt a Flag Policy**

**5. Consideration and Approval to appoint 9 members to the Downtown Advisory Committee**

**6. Consideration and Approval of a proposal for the Highway 210 Sidewalk Extension Project**

**7. Consideration and Approval to proceed with a Farmer's Market next spring**

**8. Consideration and Approval to adopt Resolution #006-2019 to amend the Board Meeting Schedule to reflect the modification of Work Session Meeting dates**

**Board Action:** The Town Board voted to approve the Consent Agenda as amended.

**Motion:** Commissioner Hill

**Second:** Commissioner Smith

**Opposed:** Commissioner Hawley

**Vote:** 3-1, motion carried

### **Business Items**

**1. Annexation Petition** - The Town Clerk, on behalf of the Governing Board, has received an Annexation Petition owned by the Limited Liability Corporation, KBNK Holdings, LLC. The proposed site requested for annexation is 4 tracts of land approximately 33.88 acres located off Gardner Road (PIN#: 0673-42-7003.000; 0673-52-1506.000; 0673-52-3849.000; 0673-52-4376.000). The Board may consider directing the Clerk to investigate Sufficiency of Petition and to Certify Results at the next regularly scheduled Board of Commissioners meeting May 7, 2019.

**Board Action:** The Board unanimously voted to direct the Clerk investigate the Sufficiency of the Petition and Certify Results at the next regularly Board of Commissioners meeting May 7, 2019.

**Motion:** Mayor Pro-tem Honeycutt

**Second:** Commissioner Hawley

**Vote:** Unanimous, 4-0

### **2. Approval of an Amendment to the Audit Contract for Fee Modification**

Town Manager Gerry Vincent stated that the Town contracted with Cherry Bekaert, LLP to perform its annual audit for a total fee of \$25,000. The auditors started in November 2018 and the Board has been aware the contract has been extended to a final date of March 6, 2019. Because of the turnover of all staff in the Finance Department including the Finance Director in the year under audit (FY 2018), it took more time for current staff to find and prepare information for the auditors. This resulted in additional time needed to complete the audit. The amount of additional time was significant and both the Town and the Audit firm have agreed for the Town to share 50% of the time

and cost. The contract amendment results in a \$9,500 additional cost to the Town. There are sufficient funds in the current budget to cover these costs. Staff is requesting the Board to consider amending the audit contract from \$25,000 to \$34,500.

**Board Action:** The Town Board unanimously voted to approve an amended contract with Cherry Bekaert from \$25,000 to \$34,500.

**Motion:** Commissioner Hawley

**Second:** Commissioner Smith

**Vote:** Unanimous; 4-0

### **3. Approval of the Annual Financial Information Report (AFIR) (Form LGC-37-06)**

Town Manager Gerry Vincent stated that the Annual Financial Information Report (AFIR) (Form LGC-37-06) for the fiscal year ended June 30, 2018 was due October 31, 2018. The form is required by GS 159-33.1 and should be submitted as soon as audited information is available. The information from this form is used in a number of statistical reports that are prepared by the Local Government Commission and is also used to provide much of the data that is available to local government units, etc. on their website.

He explained that the Town's audit was presented to the Board March 5, 2019 and was submitted to the State Treasurer's Office the next day. Confirmation was just received from the LGC Tuesday, March 26, 2019, that the report had been reviewed and did not identify any financial statement or compliance presentation items that required any attention. Accordingly, the audited information can be used to prepare the report.

Due to the AFIR being a lengthy report and the auditors estimate it could take up to 40 hours to complete, staff is requesting the Board consider contracting with Cherry Bekaert LLP to complete the report not to exceed \$4,000.

**Board Action:** The Town Board unanimously voted to contract with Cherry Bekaert to complete Form LGC-37-06 not to exceed \$4,000.

**Motion:** Commissioner Hawley

**Second:** Commissioner Smith

**Vote:** Unanimous; 4-0

### **4. Budget Ordinance Amendment #8 to purchase additional Flags for Downtown**

Town Manager Gerry Vincent stated there is a current need to purchase additional United States flags to replace torn and tattered flags. The current budget line item for decorations and banners is overspent by \$4,528.04, however there are unspent funds for beautification projects in the depot department budget of \$9,035 with no identified projects at this time. Transferring the unused amount would correct the over expenditure of the funds in the decorations and banners budget and leave approximately \$4,500 to purchase new flags.

The net effect of this transaction would be zero for the budget since we are reducing one department and increasing another department by the same amount.

**Board Action:** The Town Board unanimously voted to authorize the Town Manager to purchase new Flags.

**Motion:** Commissioner Hawley

**Second:** Mayor Pro-tem Honeycutt

**Vote:** Unanimous, 4-0

### **Town Manager's Report**

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

- A. Classification & Pay Study began April 1<sup>st</sup>. The study timeline is April 1, 2019-February 2020. Staff is working closely with Triangle J & Central Piedmont COG.
- B. The Town Manager and Public Works Director met with representatives of Open Broadband to identify existing structures, i.e. light poles to affix WiFi equipment to each totaling 15 in all.
- C. The Downtown Study began April 1, 2019 staff will be working with the NCSU group to complete the study through February 20, 2020.
- D. The Budget process has begun, and Department heads will send their requests this week for review to formulate next year's budget.
- E. Workshops are scheduled for the 4<sup>th</sup> Tuesday of every month, but because it conflicts with Board Agenda Packets, Workshops will now be on the 3<sup>rd</sup> Tuesday of every month starting in May.
- F. The Board's computers will be delivered this week. IT will be contacted to setup each one. In addition, the Town Manager and Clerk have been interviewing agenda software companies.
- G. The Mayor has been working diligently on the ribbon cutting for the Piedmont Natural Gas line set for April 16, 2019 at 10:30am located at Jeff Barnes Auto Repair.

### **Mayor & Town Board Comments**

**Board Action:** The Town Board unanimously voted to go into Closed Session pursuant to 143-318.11 (a) (3) – to discuss privileged or confidential information, 143-318.11 (a) (5) – to discuss property acquisition at approximately 7:27pm.

**Motion:** Commissioner Smith

**Second:** Commissioner Hill

**Vote:** Unanimous, 4-0

**Board Action:** The Town Board unanimously voted to reconvene in Open Session at approximately 8:01pm.

**Motion:** Commissioner Hawley

**Second:** Mayor Pro-tem Honeycutt

**Vote:** Unanimous, 4-0

**Adjournment:** Being no further business, the Town Board voted unanimously to adjourn the meeting at 8:01pm.

**Motion:** Commissioner Hawley

**Second:** Commissioner Hill

**Vote:** Unanimous, 4-0

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Lewis W. Weatherspoon, Mayor

Attest:

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Veronica Hardaway, Town Clerk



**Town of Angier  
Board of Commissioners  
Workshop Session  
Tuesday, April 23, 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, April 23, 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  
Planning Director Sean Johnson  
Town Engineer Bill Dreitzler  
Downtown Manager Christy Adkins  
Town Attorney Dan Hartzog Jr.

**Others Present:**

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

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

**Invocation:** Mayor Weatherspoon offered the invocation.

**Approval of the April 23, 2019, meeting agenda:** The Town Board approved the agenda with the following amendment: add Closed Session pursuant to NCGS 143-318.11 (a) 3 – attorney-client privilege; and NCGS 143-318.11 (a) 4 – to discuss economic development.

**Board Action:** The Town Board unanimously approved the April 23, 2019 meeting agenda as amended.

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

**A. Planning Board Applications**

The interview schedule for Planning Board candidates were as follows:

1. Theodore Lumbrazo

Mr. Lumbrazo had a fifteen (15) minute question and answer session during an open session with the Town Board beginning at 6:32pm. After a brief introduction, members of the Town Board asked the candidate questions.

It was the consensus of the Board to place the applicant on the May consent agenda for appointment.

**B. Farmer's Market Presentation – Kevin Hardison with NC Department of Agriculture and Consumer Services**

Kevin Hardison, NC Department of Agriculture, stated he has worked with several associations and areas such as farmer's markets and roadside stands. He has been with the Department of Agriculture for almost 20 years. He stated that there is not a formal permit or requirement to proceed with a farmer's market but can be managed by several different sources. Those sources being: Department of Agriculture, Town or Government entity, Independent, Cooperative Extensions, County Health Agencies, or a Board. Mr. Hardison explained that insurance, marketing management, and funding would be needed to run a successful market. He recommended that if the Town wanted to proceed with a market to utilize Town property, put a marketing manager in charge, and set guidelines the market would be governed by that would be available to those vending. A Farmer's Market should be a reflection of the goals of the Town and is most successful with government support. He explained there are several grant funding opportunities available to the Town. Mr. Hardison then explained to the Board the differences between a Town managed farmer's market versus a third party management.

Town Attorney Dan Hartzog, Jr. recommended an indemnity agreement with growers and vendors and to include that requirement in the guidelines.

**C. Dumpster Screening Requirements**

Planning Director Sean Johnson presented the revised draft of the Ordinance amendment to Section 7.3.4 based on the discussion during the April Planning Board meeting. This amendment would require existing waste containers on multifamily and nonresidential properties to be screened in the form of an opaque wall or fence with a latching gate that will reasonably secure the enclosure from unauthorized entry. The screen shall exceed the height of the waste containers by a minimum of six inches and shall not interfere with the emptying, replacement or removal of waste containers. For interpretation purposes, waste container shall include any waste container, recycling container, grease trap, oil storage container or any other similar container. Chain link fencing with slats or other supplemental screening material shall not be used to meet the requirements. All screening material shall remain in good condition as determined by the Administrator.

For all new and expanding nonresidential and multifamily properties require the same as existing properties but would also require containers to be located to the rear of the principal structure and use building materials that are compatible with those used for the exterior of the principal structure. Also, any 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.

It was the consensus of the Board to include a Public Hearing in May for this item with the following suggestions: setting a threshold for any container larger than 96 gallons; revising the definition of mechanical equipment; and to exclude the use of building materials that are compatible with the exterior of the principal structure.

#### **D. Harnett County Water Contract**

Town Manager Gerry Vincent explained to the Board that based on the Town's projected growth and water supply that Harnett County can provide, the new forty year contract would only be effective for ten years.

Town Engineer Bill Dreitzler explained Angier's water distribution system as follows:

##### **Water Demand:**

Assessing a 3-year time period, the Town's average daily purchase from Harnett County was 0.479 MGD. The total usage is comprised of residential, commercial, industrial, institutional, system usage and unaccounted for categories. Using a population projection of 10,000 residents in 2030 and 15,000 residents in 2040 we can estimate an average daily water demand of 0.720 MGD (2030) and 1.013 MGD (2040). Harnett County has indicated that their distribution system is not capable of delivering water to the Town in excess of 1,000 gpm due to management needs regarding temporary peaking factors on its distribution system. The 1,000 gpm flow rate equals a maximum 24-hour supply of 1,440,000 gallons per day. Using a 2.0 peaking factor for the Town's system, the

1,440,000 gpd equates to a supply of 720,000 gpd. As noted above, based on the current projects, Angier will reach the maximum water supply the Harnett County system can currently deliver in 2030.

##### **Recommendations:**

1. Begin discussions with Harnett County regarding system upgrades/modifications that will be required to supply the Town with 2.0 MGD.
2. Prepare an opinion of cost for the upgrades/modifications determined needed to increase water supply to the 2.0 MGD demand.
3. Determine the Town's cost obligations and payment terms.
4. Include language in the new Water Purchase Agreement to set the terms for the future needs.
5. Evaluate alternative water supply/purchase sources for the 1.280 MGD gap between the 2040 2.0 MGD demand and the current County maximum of 0.720 MGD.

##### **Water Storage:**

Water storage capacity needs include four components: 1) equalization volume, 2) fire suppression, 3) emergency reserve and 4) operational reserve. NC Public Water Supply Rules

require that storage capacity meet the requirements of fluctuating demand plus provide a reserve for fire protection which is equalization volume and fire suppression. In addition, the total storage capacity can not be less than ½ days average demand. The Town currently has 350,000 gallons of elevated water storage. The “ideal” storage based on items 1 through 4 above would be 426,666 gallons. However, based on NC Rules, the Town’s required minimum storage volume is 284,444 gallons. Therefore, we are currently in compliance. Based on the current demand projections the minimum storage capacity for 2030 will be 314,666 gallons and for 2035 will be 330,666 gallons. Recommendations:

1. Consider a policy to move towards water storage that addresses equalization volume, fire suppression, emergency reserve and operations reserve in lieu of simply meeting State minimums.
2. Based on item 1 above, provide an additional above ground water storage of 250,000 gallons by 2030. That would provide the Town with 600,000 gallons of storage and address our needs through 2040.
3. An alternative would be to provide an additional above ground water storage of 100,000 gallons by 2030. This approach would not meet the desired water storage needs; however, it would keep the Town in compliance with State rules through 2040.

#### **Water Distribution:**

Overall, the Town’s water distribution system is in good condition to address future growth. A recent evaluation to assess the ability of our distribution system to adequately meet demand for a proposed development along Hwy 210 on the south side of Town yielded positive results. This area is served by the Dora Street tank which is at a lower pressure gradient than the new Kennebec Church Road tank. However, based on an estimated total daily demand for the development project of 100,150 gpd our system pressures are 55 psi for peak hour demand based on our system model. Recommendations:

1. Update our Water Distribution System Master Plan to include the Hwy 55 Bypass and to align with our current Land Use Plan.
2. Develop a financial plan and schedule to replace the Town’s core system that was identified for replacement back in 2016. The estimated cost at the time was \$1.9 million. This project should be a 5-year target to align with the 10-year target for a new elevated storage tank. With the core system replaced, the new elevated tank can be constructed at the same overflow elevation as the Kennebec Church Road tank and provide for better service in the areas currently fed from the Dora tank.
3. Once we have determined water distribution system upgrades that will be needed to expand our supply beyond the 0.720 MGD discussed in the Water Demand section above, update the CIP to address these needs.

It was the consensus of the Board to research alternative water sources and authorize the Town Manager and Town Engineer to have discussions with those entities.

#### **E. Closed Session**

**Board Action:** The Town Board unanimously voted to go into Closed Session pursuant to 143-318.11 (a) (3) – attorney-client privilege, 143-318.11 (a) (4) – to discuss economic development at approximately 8:19pm.

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

**Board Action:** The Town Board unanimously voted to reconvene in Open Session at approximately 8:25pm.

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

The Board had discussion regarding the Angier-Black River Fire Department's special district tax.

The Board had discussion regarding the Local Government Commission's letter received by the Town.

**Adjournment:** The Town Board voted unanimously to adjourn the meeting at 8:36pm.

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

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Lewis W. Weatherspoon, Mayor

Attest:

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Veronica Hardaway, Town Clerk



## Board of Commissioners Agenda Report

55 N Broad Street W.  
PO Box 278  
Angier, NC 27501  
[www.angier.org](http://www.angier.org)

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**MEETING DATE:** May 7, 2019  
**PREPARED BY:** Veronica Hardaway  
**ISSUE** Advisory Board Appointment  
**CONSIDERED:**  
**DEPARTMENT:** Planning

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### **SUMMARY OF ISSUE:**

Current Board Vacancy – Planning Board In-Town Member

### **FINANCIAL IMPACT:**

None

### **RECOMMENDATION:**

It was the consensus of the Board at their April 23, 2019 Work Session Meeting to appoint Theodore Lumbrazo to the Planning Board as an in-town member to serve his first term.

### **REQUESTED MOTION:**

I move to appoint Theodore Lumbrazo to the Planning Board as an in-town member

### **REVIEWED BY TOWN MANAGER:**

### **Attachments:**

- 1 Theodore Lumbrazo Application



## Town of Angier

Advisory Board Application

Name: Lumbrazo Theodore A  
(Last) (First) (MI)

Home Address: 26 Kerry Lane DR. ANGIER NC 27501

Email: tedlumbrazo@gmail.com

Telephone Numbers: \_\_\_\_\_ 315-264-2008 \_\_\_\_\_  
(Home) (Mobile) (Work)

Date of Birth: 4/11/1948 ☒ Male ☐ Female

List below in priority order the Board on which you wish to serve:

<input type="checkbox"/> ABC Board – 3yr term	<input checked="" type="checkbox"/> Planning Board (In-Town) – 2yr term
<input type="checkbox"/> Library Board – 3yr term	<input type="checkbox"/> Planning Board (ETJ Member) – 2yr term

The Town of Angier appreciates your interest in serving on a Board. In order to consider this application and provide a sense of balance to various Boards, the Town of Angier requests that the following information be provided:

Employer: \_\_\_\_\_ Occupation: Retired

Do you reside within the Town Limits of Angier? ☒ Yes ☐ No

Length of Residence in the Town of Angier: 6 Years \_\_\_\_\_ Months

Civic or Service Organization Experience: VFW, American Legion

Town Boards previously served on and year(s) served: Village of Canastota N.Y.  
Trustee For 17+ years

Please list any other Boards on which you currently serve: NONE

Please provide a brief summary outlining why you wish to serve on a board you have indicated:

To help with the growth of Angier.  
Attached cover letter and Resume.



## Town of Angier

Advisory Board Application

### ETHICS GUIDELINES FOR TOWN BOARDS

(Please check if you agree)

☐ Yes, if appointed, I pledge to comply with the following ethics guidelines for boards as adopted by the Town of Angier.

Members of boards shall not discuss, advocate, or vote on any matters in which they have a conflict of interest or an interest in which reasonably might appear to be in conflict with the concept of fairness in dealing with public business. A conflict of interest or a potential conflict occurs if a member has a separate, private, or monetary interest, either direct or indirect, in any issue or transaction under consideration. Any member who violates this provision may be subject to removal from the board.

If the board believes he/she has a conflict of interest, then the member should ask the board to be excused from voting. The board should then vote on the question on whether or not to excuse the member making the request. In cases where the individual member or the board establishes a conflict of interest, then the board member shall remove themselves from the voting area.

Any board member may seek the counsel of the Town Attorney on questions regarding the interpretation of these ethic guidelines or other conflict of interest matters. The interpretation may include a recommendation on whether or not the board should excuse himself/herself from voting. The board may request the Town Attorney to respond in writing.

*I certify that the above information is correct. I understand that this is an application to be considered for appointment to a Town of Angier Board, Commission, or Committee and that final appointment is made by the Angier Board of Commissioners.*

Printed Name: Theodore A. Lumbrazo

Signature: Theodore A. Lumbrazo Date: \_\_\_\_\_

**Applicants are required to be a resident of the Town for In-Town positions and within the Town's ETJ for ETJ positions.**

*Received  
3/28*



Theodore A. Lumbrazo  
26 Kerry Lane Drive  
Angier, North Carolina 27501

315-264-2008

[tedlumbrazo@Gmail.com](mailto:tedlumbrazo@Gmail.com)

To Whom It May Concern:

My name is Theodore A. Lumbrazo (Poppie) I am a retired USAF veteran with over 20 years of service. I am a Viet Nam veteran. In the USAF I was an Air Traffic Controller Supervisor. When I retired from the Military Service (20 plus years) I became the Communications Director (911) for a small county in upstate New York. After retiring from the county, I received an A.A.S degree from SUNY Morrisville in upstate New York. I served on the Village of Canastota New York Board (elected position) as a Trustee for 17 years. My main occupation now is fishing and helping my son in his restaurant. (Backyard Bistro, Raleigh)

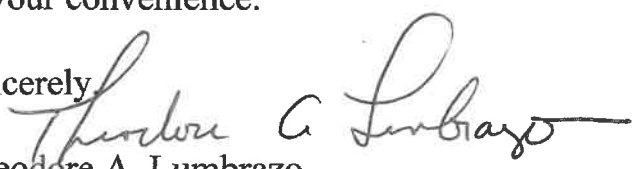
I am applying for a part time position within the Town of Angier Planning Board to help with the growth of our community. Proper planning is important to any community.

Attached is my resume with my work career and my education level. My people skills are very good; I am very outgoing and enjoy talking with people wherever I go and have made many, many friends along the way.

I am confident that with my life long experience and knowledge of the village law, I feel I would be an asset to the Town of Angier.

Thank you for your time and consideration. Please call to set up an interview at your convenience.

Sincerely,

  
Theodore A. Lumbrazo

**Theodore A Lumbrazo**  
**26 Kerry Lane Drivego**  
**Angier, North Carolina 27501**  
**(315) 264-2008**

**Objective:** To obtain part position in the Town of Angier Planning Board. With my life experiences and with my 17 years as a Trustee on the Village of Canastota Board , I feel I would be a useful member to this board. I have been retired to the last 12 years, but I'm ready to reenter the village governmental work force.

**Education:** A.A.S. Restaurant Management- Food Service Administration, SUNY Morrisville, New York.  
Member Phi Theta Kappa National Honor Fraternity. GPA 3.70  
A.A.S. Air Traffic Control / Airport Management, USAF  
Leadership and Management, USAF

**Experiences:**

**Owner and Operator of Digby's At The Fair, Sylvan Beach, New York, 4/89 to 10/99**

**DISTINGUISHING FEATURES OF THE JOB:** This is a fast food seasonal Food business. My position as owner involves the overseeing of day-to-day Operations. Responsible for all ordering of food, setting daily specials and Menu selections.

**Communications Director, Madison County, 1/89-12/99:** **DISTINGUISHING FEATURES OF THE JOB:** This is an Administrative and technical position involving responsibility for supervising the operations of the County Emergency Communications Center. Develops and implements operating policies and procedures for the communications center. Budget control officer for the communications department.

**Air Traffic Control Supervisor, USAF, Retired. 4/68- 1/89:**

**DISTINGUISHING FEATURES OF THE JOB:** Exercises supervision over Air Traffic Controllers on his watch. Initiates control instructions and clearances to provide an organized flow of Air Traffic. Perform Terminal Instrument Procedures Specialist.

**Skills:** Fly tying. Very outgoing people person.

**Activities:** Member of the Angier VFW.

Past Member of Canastota Volunteer Fire Department. (34 years)

Trustee for the Village of Canastota, New York (17 years, retired)

Member Triangle Trout Unlimited

Member of the Disabled American Vets

**Hobbies:** Family

Outdoors Sports: Fishing, Hunting, Fly Fishing and Fly Tying

References available upon request

# BUSINESS ITEMS



## Board of Commissioners Agenda Report

55 N Broad Street W.  
PO Box 278  
Angier, NC 27501  
[www.angier.org](http://www.angier.org)

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**MEETING DATE:** May 7, 2019  
**PREPARED BY:** Veronica Hardaway  
**ISSUE** Resolution #R007-2019; to set a date for a public hearing regarding an  
**CONSIDERED:** annexation petition submitted by KBNK Holdings, LLC.  
**DEPARTMENT:** Planning

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### **SUMMARY OF ISSUE:**

As you recall, an Annexation Petition was submitted by property owner KBNK Holdings, LLC, who was requesting to annex 4 tracts of land approximately 36.187 acres total more or less; adjacent to Gardner Road PIN #'s 0673-42-7003; 0673-52-1506; 0673-52-3849; and 0673-52-4376. The Board directed the Clerk last month to investigate the Sufficiency of the Petition and to Certify Results during its Board of Commissioners meeting May 7, 2019. The results have been verified by the Clerk. Now the Town Board is able to set the date by way of Resolution for a Public Hearing regarding this Annexation Petition for its June 4, 2019, Board of Commissioners meeting. Following the Public Hearing in June, the Town Board will be eligible to consider whether to adopt a Resolution to Annex this property.

### **FINANCIAL IMPACT:**

### **RECOMMENDATION:**

Staff recommends approval of Resolution #R007-2019 to set a date for a public hearing.

### **REQUESTED MOTION:**

I move to adopt Resolution #R007-2019 to set June 4, 2019 as the public hearing date for annexation petition submitted by KBNK Holdings, LLC

### **REVIEWED BY TOWN MANAGER:**

### **Attachments:**

- 1 Resolution #R007-2019
- 2 Certificate of Sufficiency
- 3



## Town of Angier

Lewis Weatherspoon  
Mayor

Gerry Vincent  
Town Manager

**Resolution No.:** R007-2019  
**Date Submitted:** May 7, 2019  
**Date Adopted:** May 7, 2019

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

**WHEREAS**, the Town of Angier received a Petition submitted on March 16, 2019, by owner KBNK Holdings, LLC, requesting Annexation of an area described in said Petition and inclusive of Harnett County Parcel PIN#s: 0673-42-7003, 0673-52-1506, 0673-52-3849, and 0673-52-4376; and

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

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

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

Section 1. A Public Hearing on the Request for Annexation of the area described herein will be held inside the Angier Municipal Building Board Room at 7 PM on Tuesday, June 4, 2019.

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

#### **LEGAL DESCRIPTION**

*Annexation into the Town of Angier*

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

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

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



## Town of Angier

Lewis Weatherspoon  
Mayor

Gerry Vincent  
Town Manager

*SR 1510 (Matthews Mill Pond Road) and runs thence along the common line of said Cohen, Wrenn and KBNK Holdings, LLC North 26 degrees 34 minutes 57 seconds East for a distance of 410.26 feet to a point;*

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## Town of Angier

Lewis Weatherspoon  
Mayor

Gerry Vincent  
Town Manager

*Together with a 60' Private Road as described in Map Number 2004-1274 and Map Number 2004-1276 both of the Harnett County Registry and subject to covenants, easements, and restrictions of record.*

*Said property contains 36.187 Ac. Total more or less.*

Section 3. Notice of the Public Hearing shall be published in *The Daily Record*, a newspaper having general circulation in the Town of Angier, North Carolina, at least ten (10) days prior to the date of the June 4, 2019, Public Hearing.

*Adopted by the Angier Board of Commissioners on this the 7<sup>th</sup> day of May, 2019.*

ATTEST:

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

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





## Town of Angier

Lewis Weatherspoon  
Mayor

Gerry Vincent  
Town Manager

**Date Authorized to Investigate the  
Sufficiency of the Annexation**  
**Request:** April 2, 2019

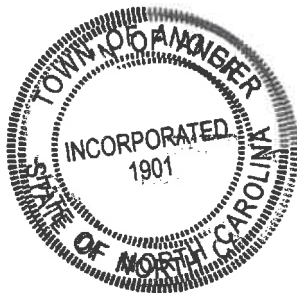
### CERTIFICATE OF SUFFICIENCY

*During its April 2, 2019, Board of Commissioners' meeting, the Town of Angier Clerk was directed to Investigate the Sufficiency of the Petition to Annex submitted by property owner KBNK Holdings, LLC, March 16, 2019.*

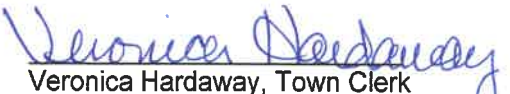
To the Angier Board of Commissioners, I, Veronica Hardaway, Town Clerk for the Town of Angier, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the areas described therein, in accordance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

This confirms the Sufficiency of the Petition.

In witness whereof, I have hereunto set my hand and affixed the Seal of the Town of Angier, North Carolina, this the 30<sup>th</sup> day of April, 2019.



ATTEST:

  
Veronica Hardaway, Town Clerk





## Town of Angier

Lewis Weatherspoon  
Mayor

Gerry Vincent  
Town Manager

**Resolution No.:** 005-2019  
**Date Submitted:** April 2, 2019  
**Date Adopted:** April 2, 2019

**A RESOLUTION OF THE TOWN OF ANGIER DIRECTING THE  
TOWN CLERK TO INVESTIGATE AN ANNEXATION PETITION RECEIVED  
UNDER GENERAL STATUTE § 160A – 58.1**

**WHEREAS**, the Town of Angier has received a Petition requesting Annexation of an area described in said Petition four properties adjacent to Gardner Road inclusive to Harnett County Parcel Pins #0673-42-7003.000; 0673-52-1506.000; 0673-52-3849.000; and 0673-52-4376.000; and,

**WHEREAS**, the Petition to Annexation was submitted on March 16, 2019 by KBNK Holdings, LLC, and is scheduled to go before the Town of Angier Board of Commissioners during its April 2, 2019 meeting for Consideration to Direct the Clerk to Investigate;

**WHEREAS**, the General Statute § 160A – 58.2 provides that the Sufficiency of the Petition shall be Investigated by the Town of Angier Clerk before further Annexation Proceedings may take place; and,

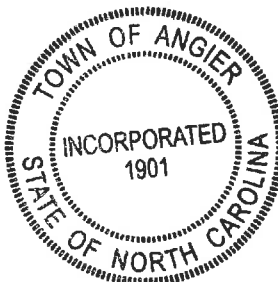
**WHEREAS**, the Town Board of Commissioners of The Town of Angier Deems it Advisable to Proceed in Response to this Request for Annexation; and,

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

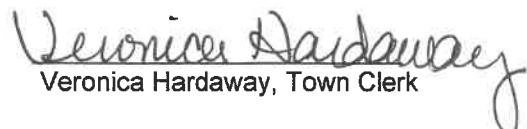
The Town of Angier Clerk is hereby Directed to Investigate the Sufficiency of the Aforementioned Petition and to Certify as soon as Possible to the Town Board of Commissioners the result of her Investigation.

*Adopted by the Angier Board of Commissioners on this the 2<sup>nd</sup> day of April, 2019.*

  
Lewis W. Weatherspoon, Mayor



ATTEST:

  
Veronica Hardaway, Town Clerk

**LEGAL DESCRIPTION**  
**Annexation into the Town of Angier**  
**Boundary to includes Lot 1 as described in Map Number 2004-1274**  
**and Lots 2, 3 and 4 as described in Map Number 2004-1276**

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

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

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

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

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

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

*Together with a 60' Private Road as described in Map Number 2004-1274 and Map Number 2004-1276 both of the Harnett County Registry and subject to covenants, easements, and restrictions of record.*

*Said property contains 36.187 Ac. Total more or less.*

***The foregoing description was prepared by:***

***Stancil & Associates***

***Professional Land Surveyors, P.A. C-0831***

***98 East Depot Street***

***P. O. Box 730, Angier, N.C. 27501***

***Phone: 919-639-2133***

***Fax: 919-639-2602***

***[stancilsurvey@gmail.com](mailto:stancilsurvey@gmail.com)***





## Town of Angier

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

Lewis Weatherspoon  
Mayor

Kimberly Lambert  
Town Clerk

Coley B. Price  
Town Manager

## PROCEDURE FOR VOLUNTARY ANNEXATION PETITION

### THE PROCESS:

*(Time Frame: 60 - 90 days)*

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

### SUBMITTAL CHECKLIST:

- ☐ One completed annexation petition
- ☐ Annexation fee: \$250
- ☐ Eight paper copies and one PDF copy of survey map of property proposed for annexation showing:
  - The property in relationship to the primary corporate limits of the Town. (If the petition is for a non-contiguous annexation the distance from the primary corporate limits must be shown.)
  - County tax map/parcel number(s) and /or PIN numbers
- ☐ One copy of the recorded deed to the property showing current owner(s)
  - All owners of property being petitioned for annexation must sign the petition. (Signatures on petition must appear as shown on the deed)
- ☐ Attach metes and bounds description
- ☐ Statement of vested rights, if applicable
  - Attach a letter certifying vested rights, if any, from the government entity granting the vested rights. (If you are not certain of this information, contact the Planning Department)
- ☐ Complete and attach applicable signature page (Individual, Corporation, Partnership)



## Town of Angier

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

Lewis Weatherspoon  
Mayor

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Coley B. Price  
Town Manager

### Complete if property is owned by a LIMITED LIABILITY CORPORATION.

Petitioned Property PIN #: <sup>(S)</sup> 0673-42-7003.000, 0673-52-1506.000, 0673-52-3849.000, 0673-52-4376.000

The area to be annexed is owned by the Limited Liability Corporation

KB NK HOLDINGS, LLC

(Print LLC Name)

Of which agrees to this petition.

SURESH B KOTA

(Print Manager's Name)

(Signature)

03-16-19

(Date)

535 HICKORYWOOD BLVD

CARY NC 27519

(Mailing Address)

(Company Seal)

State of NC, County of WAKE

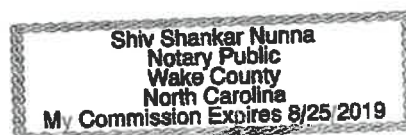
I, SHIV SHANKAR NUNNA, A Notary Public for said County and State, do hereby certify that SURESH B KOTA, a manager for KB NK HOLDINGS LLC, a limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the partnership.

Witness my hand and official seal, this 16th day of March, 2019.  
My commission expires 8/25, 2019.

Shiv Shankar Nanna

(SEAL)

Notary Public





## Town of Angier

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

Lewis Weatherspoon  
Mayor

Kimberly Lambert  
Town Clerk

Coley B. Price  
Town Manager

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

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

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

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

3. Harnett/Wake County Property  
Identification Number(s) (PIN):

0673-42-7003.000, 0673-52-1506.000,  
0673-52-3849.000, 0673-52-4376.000

4. Have vested rights been established with regard to this property under N.C.G.S. 160A-385.1 or G.S. 153A-344.1?

( ) Yes ( ) No

*If "yes", proof of vested rights must be attached.*

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

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

- ☐ Individual(s)
- ☐ Corporation
- ☐ Partnership
- ☒ LLC



## Board of Commissioners Agenda Report

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

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**MEETING DATE:** May 7, 2019  
**PREPARED BY:** John Ellis – Finance Director *John Ellis*  
**ISSUE** Audit Contract and Engagement Letter with Cherry Bekaert LLP for FY2018-  
**CONSIDERED:** 19 Annual Audit  
**DEPARTMENT:** Administration - Finance

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**SUMMARY OF ISSUE:** The North Carolina General Statutes require an audit each fiscal year. Cherry Bekaert LLP, the auditors we used for last fiscal year, has provided a proposed contract and engagement letter for fiscal year 2019-20. The proposed total fee is \$26,250.00. The proposed fee last year was \$25,000 (this was before fee changes).

For planning purposes, I already have a meeting scheduled for May 30<sup>th</sup> with the auditors to go over timing of the audit and what information they need and the format they would like. I was not trying to be presumptive of you passing the contract but wanted to stay out front to ensure we have a good audit completed on a timely basis.

**FINANCIAL IMPACT:** The audit contract will be included in the 2019-2020 fiscal year budget.

**RECOMMENDATION:** I would recommend that we use Cherry Bekaert LLP for the audit of fiscal year 2018-19 and that you formally adopt Local Government Commission form LGC-205 – Contract to Audit Accounts and the engagement letter from Cherry Bekaert LLP to provide the Town's annual audit for FY 2018-19 and other services as listed for a fee amount of \$26,250.

**REQUESTED MOTION:** I move to approve LGC -205 – Contract to Audit Accounts with Cherry Bekaert LLP and the Engagement Letter from Cherry Bekeart LLP for the FY 2018-19 annual audit with a total fee of \$26,250 and to include the amount in the budget for 2019-20.

**REVIEWED BY TOWN MANAGER:**

**Attachments:**

- LGC – 205 Contract to Audit Accounts
- Engagement Letter from Cherry Bekaert LLP



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

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

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

*Hereinafter referred to as Auditor*

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

*Must be within four months of FYE*

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

**County and Multi-County Health Departments:** The Office of State Auditor will require Auditors of these Governmental Units to perform agreed upon procedures (AUPs) on eligibility determination on certain programs. Both Auditor and Governmental Unit agree that Auditor shall complete and report on these AUPs on

eligibility determination as required by OSA and in accordance with the instructions and timeline provided by OSA.

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 12).

10. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

12. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

13. The Auditor shall submit the report of audit in PDF format to LGC Staff when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC staff.

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

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

15. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.
16. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 26 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.
17. Special provisions should be limited. Please list any special provisions in an attachment.
18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.
19. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.
20. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.
21. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.
22. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.
23. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
24. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

25. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

26. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

27. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>.

28. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

**FEES FOR AUDIT SERVICES**

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

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

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees below. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee. Should the 75% cap provided below conflict with the cap calculated by LGC staff based on the prior year audit fee on file with the LGC, the LGC calculation prevails.

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

**PRIMARY GOVERNMENT FEES**

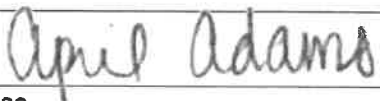
Primary Government Unit	Town of Angier, North Carolina
Audit	\$ 21,250
Writing Financial Statements	\$ 5,000
All Other Non-Attest Services	\$ 0
75% Cap for Interim Invoice Approval	\$ 19,687.50

**DPCU FEES (if applicable)**

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

## SIGNATURE PAGE

## AUDIT FIRM

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

## GOVERNMENTAL UNIT

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

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

## GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

*(Pre-audit certificate not required for charter schools)*

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

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

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

**SIGNATURE PAGE – DPCU**  
**(complete only if applicable)**

**DISCRETELY PRESENTED COMPONENT UNIT**

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

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

**DPCU – PRE-AUDIT CERTIFICATE**

*(Pre-audit certificate not required for charter schools)*

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

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

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

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

**PRINT**



April 15, 2019

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

Dear Mr. Ellis:

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

#### **SUMMARY OF SERVICES**

We will provide the following services to the Town as of and for the year ending June 30, 2019:

##### **Audit and attestation services**

1. We will audit the basic financial statements of the Town as of and for the year ending June 30, 2019 including the governmental activities, the business type activities, the aggregate discretely presented component unit, each major fund and the remaining fund information. We will not audit the financial statements of the Town of Angier Alcoholic Beverage Control Board (the "Board"). We will refer to the component auditor in our audit opinion.
2. We will audit the supplementary information other than required supplementary information ("RSI"). As part of our engagement, we will apply certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or the financial statements themselves.
3. We will apply limited procedures to the RSI (e.g., pension plan information or Town's management's discussion and analysis (MD&A)), introductory, and statistical sections which will consist of inquiries of Town's management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the financial statements.

##### **Nonattest accounting and other services**

We will provide the following additional services:

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

#### **YOUR EXPECTATIONS**

As part of our planning process, we have discussed with you your expectations of Cherry Bekaert, changes that occurred during the year, your views on risks facing you, any relationship issues with Cherry Bekaert, and specific engagement arrangements and timing. Our service plan, which includes our audit plan, is designed to provide a foundation for an

effective, efficient, and quality-focused approach to accomplish the engagement objectives and meet or exceed the Town's expectations. Our service plan will be reviewed with you periodically and will serve as a benchmark against which you will be able to measure our performance. Any additional services that you may request, and that we agree to provide, will be the subject of separate written arrangements.

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

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

#### **AUDIT AND ATTESTATION SERVICES**

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

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

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

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and will include tests of accounting records and other procedures as deemed necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Town's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion is other than unmodified,

we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express opinions or issue reports, or may withdraw from this engagement.

## **NONATTEST ACCOUNTING AND OTHER SERVICES**

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

### **Accounting services**

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

### **Financial statement preparation**

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

### **Town's management responsibilities related to accounting and other services**

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

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

## **TOWN'S MANAGEMENT RESPONSIBILITIES RELATED TO THE AUDIT**

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

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

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

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

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

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

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

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

#### **FEES**

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

The following summarizes the fees for the services described above:

<u>Description of Services</u>	<u>Estimated Fee</u>
<b>Audit services</b>	
Audit of the financial statements	\$21,250
<b>Accounting services</b>	
Financial statement preparation	5,000
Total	<u>\$26,250</u>

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

**Town of Angier**  
**April 15, 2019**  
**Page 6**

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

Sincerely,

**CHERRY BEKAERT LLP**

*Cherry Bekaert LLP*

ATTACHMENT – Engagement Letter Terms and Conditions

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**TOWN OF ANGIER**

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**Cherry Bekaert LLP**  
**Engagement Letter Terms and Conditions**

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

**LIMITATIONS OF THE AUDIT REPORT**

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

**LIMITATIONS OF THE AUDIT PROCESS**

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

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

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

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

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

#### **AUDIT PROCEDURES – GENERAL**

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

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

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

#### **AUDIT PROCEDURES – INTERNAL CONTROLS**

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



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

#### **AUDIT PROCEDURES – COMPLIANCE**

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

#### **NONATTEST SERVICES (IF APPLICABLE)**

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

You agree that the Town's designated individual will assume all the Town's management responsibilities for the nonattest services we provide; oversee the services by designating an individual, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. In order to ensure we provide such services in compliance with all professional standards, the designated individual is responsible for-

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

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

#### **COMMUNICATIONS**

At the conclusion of the audit engagement, we may provide the Town's management and those charged with governance a letter stating any significant deficiencies or material weaknesses which may have been identified by us during the audit and our recommendations designed to help the Town make improvements in its internal control structure and operations related to the identified matters discovered in the financial statement audit. As part of this engagement we will ensure that certain additional matters are communicated to the appropriate members of the Town. Such matters include (1) our responsibility under GAAS; (2) the initial selection of and changes in significant accounting policies and their application; (3) our independence with respect to the Town; (4) the process used by Town's management in formulating particularly sensitive accounting estimates and the basis for our conclusion regarding the reasonableness of those estimates; (5) audit adjustments, if any, that could, in our judgment, either individually or in the aggregate be significant to the financial statements or our report; (6) any disagreements with the Town's management concerning a financial accounting, reporting, or auditing matter that could be significant to the financial statements; (7) our views about matters that were the subject

of the Town's management's consultation with other accountants about auditing and accounting matters; (8) major issues that were discussed with the Town's management in connection with the retention of our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; and (9) serious difficulties that we encountered in dealing with the Town's management related to the performance of the audit.

## **OTHER MATTERS**

### **Access to working papers**

The working papers and related documentation for the engagement are the property of the Firm and constitute confidential information. We have a responsibility to retain the documentation for a period of time to satisfy legal or regulatory requirements for records retention. It is our policy to retain all workpapers and client information for seven years from the date of issuance of the report. It is our policy to retain emails and attachments to emails for a period of 12 months, except as required by any governmental regulation. Except as discussed below, any requests for access to our working papers will be discussed with you prior to making them available to requesting parties. Any parties seeking access to our working papers must agree to sign our standard access letter.

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

### **Electronic transmittals**

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

### **Subpoenas**

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

**Dispute resolution procedures**

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

**Waiver of Trial by Jury**

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

**Independent Contractor**

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

**No Third-Party Beneficiaries**

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

**TERMS AND CONDITIONS SUPPORTING FEE**

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

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

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

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

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

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

## System Review Report

January 10, 2017

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

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

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

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

EisnerAmper LLP  
EisnerAmper LLP  
Iselin, NJ

# TOWN MANAGER'S REPORT

## **TOWN MANAGER'S REPORT**

### **TOWN BOARD MEETING**

**MAY 7, 2019**

- A. Classification & Pay Study representatives met with staff on April 24<sup>th</sup> to discuss the overall process. Questionnaires will be completed by all employees and returned for analysis. The results are tentatively scheduled for completion around mid-May. There will be compression issues and my plan is to budget for the Board's consideration.
- B. The U.S. Flags have been purchased from a local business and will be installed around mid-May.
- C. The next Board Workshop in May will be the Town Manager's Budget Message to the Board. This has been quite an undertaking with new management and staff, the Board's goals and objectives, and limited funds.
- D. Please be advised of the following meetings for the month of May:
  - a. Planning Board at 7pm-May 14<sup>th</sup>
  - b. Board Workshop at 6:30pm-May 21<sup>st</sup>
  - c. Board of Adjustment at 7pm-May 28<sup>th</sup>
- E. The Town of Angier Community Video is scheduled for May 8<sup>th</sup> & 9<sup>th</sup>. Mayor Weatherspoon, Christy Adkins & Derek McLean will host CGI Communications highlighting our community.
- F. The additional civic logos have been added to the entrance signs of the Town.
- G. Brian Hawley and his organization, Campbell University Student Veterans Club and the Phi Delta Theta Fraternity performed a community service project by sprucing up the Town's landscaping in several different areas.

- H. Harnett County's Library Consolidation Plan is scheduled to be discussed by the County Commissioners this month for consideration to move forward. I have not received any new information or changes to pass along to the Board at this time.
- I. The Downtown WiFi Project is ongoing as well as the WRAL Weather Camera Project.
- J. There is no new information regarding the PNG Gas Line Project. PNG is considering an alternate route as it crosses HWY 55 Business heading east. However, please be advised, regardless of its route, the Downtown businesses will be served, if requested.
- K. NCLM City Vision 2019 Annual Conference in Hickory, NC May 14-16<sup>th</sup>; however, I am unable to attend due to workload.



# Memo

**To:** Gerry Vincent, Town Manager  
**From:** Bill Dreitzler, P.E., Town Engineer  
**Date:** April 30, 2019  
**Re:** May 2019 BOC Meeting - Engineer's Staff Report

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Please consider my staff report for the scheduled May 7, 2019 Board of Commissioners meeting:

## **Hwy 210 Sidewalk Extension Project**

On Tuesday, March 26, 2019 staff met with Joshua Lanaville regarding the natural gas line being extended along Hwy 210 into Angier. The purpose of the meeting was to make sure the sidewalk construction and the installation of the gas line were coordinated such that we avoid any conflicts when the sidewalk is under construction.

NCDOT informed us that it would take 6 to 8 months to obtain approval to add the right-of-way acquisition scope of work to our project for reimbursement. That differed with the direction we had received from CAMPO; however, it is how we must proceed. Given the time estimate simply to obtain approval, we are going to bring the work back in house and handle it ourselves as we have past projects. I am in the process of organizing the required paper work for each of the 13 properties. Once complete, Jimmy and me will begin making contact with impacted property owners.

## **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.

## **Planning Department Policies**

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

## **Construction Standards**

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

#### Angier / Harnett County Water Purchase Agreement Renewal

Based on direction from the Board at the April BOC Workshop, I am completing my update edits to the proposed water purchase agreement. I intend to be sending out the updated version for review within the next week. I am also in the process of preparing a contact list for Dunn, Johnston County and Raleigh to explore potential future connection.

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

Bill Dreitzler, P.E.  
Town Engineer



# Angier Police Department

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

Angier, North Carolina 27501

Office (919) 639-2699

Chief of Police

Arthur R. Yarbrough, Jr.

[ayarbrough@angier.org](mailto:ayarbrough@angier.org)

Date May 1<sup>st</sup>, 2019  
To Town Manager Gerry Vincent  
From Arthur R. Yarbrough, Jr.

Subject Matter: April 2019 Police Activities  
Statistical Data

**\*\*Police activities for the month of April consisted of 3,177 Calls for Service/Officer initiated activities. Officers investigated 34(oca) incidents involving 34 offenses. Of the offenses committed 20 individuals were arrested on a total of 22 charges.**

**\*\*Traffic enforcement activities included 1 official traffic checkpoint, 48 traffic stops, 41 citations issued totaling 57 charges as opposed to 40/47 in March. There were also 19 traffic accidents investigated during this period, 15 last month.**

**\*\*Other activities**

**Officers completed 2196 security checks, 87 business contacts and 290 subdivision checks.**

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

# Call Log Call Type Summary

Angier Police Department

03/30/2019 - 04/30/2019

<No Call Type Specified>	20	911 Hang Up - 911 Hang Up	20
Alarm Activation - Alarm Activation	15	Animal Complaint - Animal Complaint	4
Armed Robbery - Armed Robbery	1	Assault - Assault	3
Assist EMS - Assist EMS	8	Assist Fire - Assist Fire Department	3
Assist Motorist - Assist Motorist	19	Assist Other Agency - Assist Other Agency - Law Enforcement	8
Breaking and Entering - Breaking and Entering	3	Business Walk Thru - Business Walk Thru	90
Careless and Reckless Vehicle - Careless and Reckless Vehicle	2	Communicate Threats - Communicate Threats	1
Crash - Traffic Accident	19	Custody Dispute - Child Custody Dispute	6
Disturbance - Disturbance	22	DOA - Dead On Arrival	2
Domestic Dispute - Domestic Dispute	11	Drug Activity - Drug Activity	1
DWI - Driving While Impaired	1	Escort - Escort	16
Follow Up - Follow Up	2	Found Property - Found Property	2
Juvenile Complaint - Juvenile Complaint	1	Larceny - Larceny	5
Lost Property - Lost Property	1	Mental Subject - Mental Subject	1
Missing Juvenile - Missing Juvenile	2	Missing Person - Missing Person	1
Noise Complaint - Noise Complaint	2	OD - Drug/Alcohol Overdose	2
Other Call - Other Call Not Listed	4	Parking Violation - Parking Violation	1
Property Damage - Property Damage	5	Radar - Radar	1
Security Check - Security Check	2,405	Shots Fired - Shots Fired	1
Stand-By - Stand-By	1	Stolen Property - Possession of Stolen Property	1
Stolen Vehicle - Stolen Vehicle	1	Subdivision Check - Subdivision Check	369
Suspicious Activity - Suspicious Activity	15	Suspicious Person - Suspicious Person	4
Suspicious Vehicle - Suspicious Vehicle	3	Traffic Checkpoint - Traffic Checkpoint	1
Traffic Stop - Traffic Stop	48	Trespassing - Trespassing	4
TWO - Talk With Officer	12	Under Cover Buy - Under Cover Buy	1
Warrant Service - Warrant Service	3	Welfare Check - Welfare Check	3

**Total Number Of Calls: 3,177**

# Citation Totals by Officer

## Angier Police Department

(03/30/2019 - 04/30/2019)

Officer:	Number of Citations:	Number of Charges:
1501 - PATROLMAN J M WILSON	9	9
621 - Officer John W. Faucett, III	3	6
6708 - OFFICER J W FAUCETT, III	4	7
7052 - PATROLMAN S J POLLARD	14	20
9161 - PATROLMAN A D MEDER	8	11
9573 - OFFICER C N MITCHELL	1	2
9758 - PATROLMAN C R CAPSHAW	2	2
Totals:	41	57

# Arrest Misdemeanor Totals by Officer

Angier Police Department

(03/30/2019 - 04/30/2019)

Arresting Officer:	Total Charges On All Misdemeanor Arrests:	Total Misdemeanor Arrests:
615 - Patrol Officer Scott J. Pollard	6	4
613 - Patrolman Adam D. Meder	2	2
614 - Patrolman Conner R. Capshaw	11	5
618 - Patrolman Jerel M. Wilson	1	1
611 - Sgt Daniel W. King	2	1
Total:	22	13

# Arrest Felony Totals by Officer

Angier Police Department

(03/30/2019 - 04/30/2019)

Arresting Officer:	Total Charges On All Felony Arrests:	Total Felony Charges:	Total Felony Arrests:
619 - Patrolman Carmen N. Mitchell	2	2	1
614 - Patrolman Conner R. Capshaw	9	5	3
624 - Patrolman Hector A. Alonso, Jr	2	1	1
610 - Torry L. Creek	4	4	2
Total:	17	12	7

**MONTHLY REPORT**  
**ANGIER PARKS & RECREATION**  
**April 30, 2019**

- SPRINGS SPORTS TEAMS HAVE STARTED GAMES AND WE ARE EITHER PRACTICING OR PLAYING EVERY DAY OF THE WEEK EXCEPT SUNDAYS THROUGH MID JUNE. OUR BOYS AND GIRLS' PARTICIPANTS RANGE IN AGES FROM 3 THROUGH 16 IN 9 DIFFERENT LEAGUES.
- WE HAVE APPROXIMATELY 40 SPRING SPORTS TEAMS IN THE ANGIER PARKS AND REC PROGRAM THIS SEASON.
- ANGIER PARKS AND REC IS HOSTING TOP GUN TRAVEL BASEBALL TOURNAMENTS ON MAY 4-5 AND MAY 18-19 TO HELP RAISE MONEY FOR THE BOOSTER CLUB AS WELL AS BRING IN VISITORS TO OUR BEAUTIFUL PARK AND TOWN.
- WE ARE DESPERATELY TRYING TO FIGURE OUT A COST EFFECTIVE WAY TO KEEP THE RESTROOMS AT THE CHILDREN'S PARK OPEN ALL OF THE TIME. WE HAVE MET WITH BRIAN YOUNG OF YOUNG'S ELECTRIC AND PLUMBING AND HE IS WORKING ON A QUICK SOLUTION THAT WILL HELP THE RESTROOMS BE FUNCTIONAL ALL OF THE TIME WITHOUT THE CONSTANT NEED OF CLOSING THEM FOR REPAIR.
- WE ARE CONTINUING THE PREPARATION OF OUR PARK AND SPORTS FIELDS FOR THE SPRING & SUMMER SEASON AND USAGE.





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



Lewis Weatherspoon  
Mayor

Gerry Vincent  
Town Manager

**Planning and Inspections Department**  
**Monthly Report: April. 2019**

**Permits Issued - March 2019:**

Total Permits Issued: **26**

Building Inspections Performed: **66**

New Construction - Residential: **5**

New Construction - Commercial: **0**

Total Fees Collected: **\$ 9,878.00**

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

New Construction - Residential: **30**

New Construction - Commercial: **3**

Total Fees Collected: **\$ 103,991.00**



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



Lewis Weatherspoon  
Mayor

Gerry Vincent  
Town Manager

**Subdivision/Project Update:**

**Whetstone Phase 2:** Awaiting Construction Drawing Comments to be Addressed

**Bellewood:** Currently Installing Utility Infrastructure

**Kathryn's Retreat:** Currently Installing Utility Infrastructure

**Coble Farms:** Awaiting Construction Drawing Comments to be Addressed

**Southern Acres:** Construction Ongoing in Phase II

**Carolina Charter Academy:** Construction Ongoing

***La Mission De L'Esprit Church:*** Construction Ongoing

*See Attached Code Enforcement Spreadsheet*

## 2019 Code Enforcement Report

File Number	Site Address	Property Owner	Nature of Violation	Date Cited	Date Abated	Current Status
18-107	102 N Dunn St	Henry Williams	Minimum Housing Case	11/6/2018		Unfit for Habitation, Vacated and Closed March 15, 2019
19-001	379 Deer Haven Dr	Lindsay Robinson	Illegal Business	N/A		Monitoring Alleged Business
19-002	276 S Raleigh St	RL Properties, LLC	Furniture & Debris	N/A	1/4/2019	CLOSED
19-003	141 S Dunn St	Leslie Morris	Debris at Street	1/11/2019	1/23/2019	CLOSED
19-004	331 W Depot St	James Tedder	Insufficient Screening	1/14/2019	1/28/2019	CLOSED
19-005	130 Crestview Dr	?	Burned House	1/14/2019	1/23/2019	CLOSED
19-006	1363 N Raleigh St	"Up N Smoke"	Feather Flag	1/17/2019	1/24/2019	CLOSED
19-007	149-A Logan Ct	Angier Sweepstakes (Skills)	Feather Flag	1/23/2019	2/1/2019	CLOSED
19-008	361 S Broad St	Ceferino Antonio	Unpermitted Work	1/23/2019	1/23/2019	CLOSED
19-009	949 N Raleigh St	Martinez Ma Lourdes Santiago	Unpermitted Work	1/23/2019	1/28/2019	CLOSED
19-010	220 Courtland Dr	Curtis and Brittany Thomas	Junk Car & Debris	1/23/2019	3/1/2019	CLOSED
19-011	113 S Poplar St	Harte Financial, LLC	Debris at Street	1/28/2019	2/7/2019	CLOSED
19-012	58 S Dunn St	Harry Arnette	Potential Junked Vehicles	N/A	4/3/2019	CLOSED
19-013	365 W Church St	Ryan Adams	Potential Junked Vehicles	N/A		Monitoring Alleged Junked Vehicles
19-014	559-J N Raleigh St	Hair Salon	Feather Flag	1/31/2019	2/1/2019	CLOSED
19-015	183 W Depot St	Jaime Seawell	Debris at Street	2/1/2019	2/7/2019	CLOSED
19-016	26 N Broad St E	Timothy Coccolone	Debris Behind Bldg	2/4/2019	2/19/2019	CLOSED
19-017	109 N Willow St	Vernell Partin	Limbs at street	2/7/2019	2/12/2019	CLOSED
19-018	57 E Williams St	Janna Crawford	Limbs at street	2/7/2019	2/20/2019	CLOSED
19-019	186 Matthews Mill Pond Rd	Ma de Lourdes Santiago	Unpermitted Work	2/20/2019		Ongoing - Working with Owner to Obtain Permits
19-020	244 Landmark Dr	William Warda	Structure Setback Intrusion	3/22/2019	3/27/2019	CLOSED
19-021	191 W Lillington St	Rhunell Chatmon	Minimum Housing Case	2/25/2019		Unfit for Habitation, Findings of Fact issued March 15, 2019
19-022	263 W Depot St	Guillermo Mateo Morales	Debris	3/1/2019	3/6/2019	CLOSED
19-023	281 W Depot St	Guillermo Mateo Morales	Debris	3/1/2019	3/22/2019	CLOSED
19-024	384 W Williams St	Shelby Wilson	Limbs at street	3/8/2019	3/27/2019	CLOSED
19-025	33 N Johnson St	Green's Tax Service	Feather Flag	3/7/2019	3/18/2019	CLOSED
19-026	244 Landmark Dr	William Warda	Junked Vehicles	3/7/2019	3/26/2019	CLOSED
19-027	108 Sunnydale Ct	Larry Curly and Moe, LLC	Unpermitted Shed	3/12/2019	3/15/2019	CLOSED
19-028	265 Landmark Dr	David Ogilvy	Limbs at street	3/18/2019	4/12/2019	CLOSED
19-029	814 N Willow St	Gary Lanier	Limbs at street	3/18/2019	3/27/2019	CLOSED
19-030	511 N Raleigh St	Boost Mobile	Feather Flag	3/7/2019		Civil Fines Continue For Repeat Violations
19-031	53 Nordan St	Manuel Gomez	Excess Limbs	3/22/2019	4/3/2019	CLOSED
19-032	111 Jill St	Edward & Betsy Weaver	Junked Vehicles	3/22/2019	4/22/2019	CLOSED
19-033	286 Clearfield Dr	Jason Syphrit	Junked Vehicles	3/22/2019	3/28/2019	CLOSED
19-034	33 Laylon Lane	Current Resident/Young MHP	Unpermitted Work	3/28/2019	4/29/2019	On Hold - Variance Hearing - 5/28/19
19-035	48 S Dunn St	Harry L. Arnette	Debris	4/3/2019	4/16/2019	CLOSED
19-036	123 Alan St	Cheryl Robinson	RV Connected to Utilities	4/5/2019	4/18/2019	CLOSED
19-037	194 W Church St	Craig Gentry	Debris in Yard	4/5/2019	4/18/2019	CLOSED
19-038	176 W Church St	Raymond Houston	Debris in Yard	4/5/2019	4/16/2019	CLOSED
19-039	559-J N Raleigh St	Hair Salon	Feather Flag	4/12/2019		Continuing to Monitor
19-040	106 N Raleigh St	Angier Notary & Office Service	Feather Flag	4/12/2019	4/25/2019	CLOSED
19-041	86 E Depot St	BokSoon Gong LLC	Debris	4/17/2019	4/22/2019	CLOSED
19-042	390 S Broad St	Blackriver Townhomes LLC	Debris	4/18/2019	5/1/2019	CLOSED
19-043	231 W Church St	Dora Mae Morris c/o April Morris Adams	Debris	4/18/2019		Compliance Deadline: 4/29/19
19-044	W Church St/S Johnson St	David & Geneva Cheek	High Grass	4/22/2019		Compliance Deadline: 05/02/19
19-047	142 S Poplar St	Christopher Wagner	High Grass	4/23/2019	4/26/2019	CLOSED
19-048	80 N Broad St E	New Life Worship Center	High Grass	4/23/2019	4/29/2019	CLOSED
19-049	274 Alan St	Holly Wright	High Grass	4/23/2019		Compliance Deadline: 05/03/19

4/30/2019