



Town of Angier

www.angier.org

Robert M. Jusnes, Sr.
Mayor

Elizabeth Krige
Town Manager

Veronica Hardaway
Town Clerk

BOARD OF COMMISSIONERS WORKSHOP

January 16, 2024

6:30pm

Pledge of Allegiance – led by Tucker Coombs

Invocation – led by Rick Gutierrez

Approval of Agenda

Business Items:

1. **Annual Audit Contract for FY 2024 – (Samantha)**
 - a. Consideration and approval of a contract with Thompson, Price, Scott, Adams & Co., PA to conduct the Town's annual audit.
2. **Angier Police Department Teaming Up with the Special Olympics of NC – (Chief Thompson)**
 - a. Consideration and approval to allow the Angier Police Department to team up with the Special Olympics of NC.
3. **Association for the Advancement of Angier 501(c)(3) – (Crissy Porter)**
 - a. Consideration and approval of the creation of the Association for the Advancement of Angier 501(c)(3) to be used to support the mission and initiatives of the Community Development Advisory Board as set forth in its current approved By-laws.
4. **Discussion of Residential Development in Angier – (Jeff Jones)**

BUSINESS ITEM #1



Board of Commissioners Agenda Report

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

MEETING DATE: January 10, 2024
PREPARED BY: Samantha Sleeter
ISSUE: Contract for Annual Audit for FY 2024
CONSIDERED:
DEPARTMENT: Finance

SUMMARY OF ISSUE:

Board request to approve the contract with Thompson, Price, Scott, Adams & Co., PA to be used for our annual audit of accounts for fiscal year 2023-2024 in accordance to G.S. 159-34 Annual Independent Audit.

FINANCIAL IMPACT:

There is no financial impact as the budget already appropriated funds for the audit.

RECOMMENDATION:

REQUESTED MOTION:

I make a motion to approve the contract with Thompson, Price, Scott, Adams & Co., PA to complete the 2023-2024 fiscal year audit.

REVIEWED BY TOWN MANAGER:

This has been reviewed by the Town Manager.

Attachments:

Contract with Thompson, Price, Scott, Adams & Co., PA.

The	Governing Board
of	Primary Government Unit Town of Angier
and	Discretely Presented Component Unit (DPCU) (if applicable) NA

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

and	Auditor Name Thompson, Price, Scott, Adams & Co., P.A
	Auditor Address 4024 Oleander Dr., Suite 103, Wilmington, NC 28403

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/24	Date Audit Will Be Submitted to LGC 10/31/24
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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). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.
2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. 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 in accordance with 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).

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

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).

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*, 2018 revision, 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 Auditing 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 the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change 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.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. 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. This paragraph is not applicable to contracts for audits of hospitals.
10. 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 if required, 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 13).
11. 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.
12. 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.
13. 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.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted 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. 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 and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. 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.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). 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.

17. 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 except for fees, work, and terms not related to audit services, 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 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. 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 primary 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.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). 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. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. 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/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. 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.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☐ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:

Title and Unit / Company:

Email Address:

OR Not Applicable ☐ (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. 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 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	Town of Angier
Audit Fee (financial and compliance if applicable)	\$ 26,000.00
Fee per Major Program (if not included above)	\$ 3,000.00 if applicable
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$ 35,000

Discretely Presented Component Unit	NA
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
Thompson, Price, Scott, Adams & Co., P.A	
Authorized Firm Representative (typed or printed)*	Signature*
Gregory S Adams, CPA	
Date*	Email Address*
	eclayton@tpsacpas.com

GOVERNMENTAL UNIT

Governmental Unit*	
Town of Angier	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	
Mayor/Chairperson (typed or printed)*	Signature*
Elizabeth Yokley-Krige, Town Manager	
Date	Email Address*
	eyokley-krige@angier.org

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

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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.

Sum Obligated by This Transaction:	\$ 35,000
Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Samantha Sleeter, Finance Director	
Date of Pre-Audit Certificate*	Email Address*
	ssleeter@angier.org

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
NA	
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

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

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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.

Sum Obligated by this Transaction:	\$
DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

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

PRINT

BUSINESS ITEM #2



Board of Commissioners Agenda Report

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

MEETING DATE: January 16, 2023
PREPARED BY: Lee Thompson, Police Chief
ISSUE The Angier Police Department teaming up with the Special Olympics of
CONSIDERED: North Carolina.
DEPARTMENT: Police Department

SUMMARY OF ISSUE: Angier Police Department is wanting to team up with the Special Olympics of NC. The Law Enforcement Torch Run (LETR) for Special Olympics is the largest year-round public awareness and grass-roots fundraising campaign for Special Olympics. Known as Guardians of the Flame, law enforcement members and Special Olympics athletes carry the Flame of Hope into the Opening Ceremony of local competitions. Our officers with the Angier Police Department are familiar with the Special Olympic events. This past year some of our officers had assisted the Coats Police Department in their fund-raising endeavors. After seeing how many of our officers volunteered their time and effort toward this cause, it's time for the Angier Police Department to team up with the Special Olympics of N.C.

FINANCIAL IMPACT: It wouldn't be any financial impact on the town as all items sold would be provided to us by the Special Olympics of North Carolina organization and donated to us by local business. The officers that attends these events would be volunteering their time to the SONC fund raising endeavors and all moneys raised will go straight into the Special Olympics bank account. Deposit slips are provided to every participating police department.

RECOMMENDATION: The Angier Police Departments recommendation is for the Board of Commissioners to approve The Angier Police Department teaming up with the Special Olympics of North Carolina.

REQUESTED MOTION: I make a motion to approve the Angier Police Department's role in assisting with the Special Olympics of North Carolina

REVIEWED BY TOWN MANAGER: This has been reviewed and approved by the Town Manager.

Attachments: I have attached information about the program

Introduction:

Law Enforcement Torch Run

The Law Enforcement Torch Run (LETR) for Special Olympics is the largest year-round public awareness and grass-roots fundraising campaign for Special Olympics. Known as Guardians of the Flame, law enforcement members and Special Olympics athletes carry the Flame of Hope into the Opening Ceremony of local competitions, and into Special Olympics State, National, Regional and World Games. Annually, more than 110,000 dedicated and compassionate law enforcement members carry the "Flame of Hope," symbolizing courage and the celebration of diversity, uniting communities around the globe. Here in North Carolina, nearly 2,000 law enforcement personnel support the NC LETR annually!

The LETR for Special Olympics engages law enforcement worldwide, championing acceptance and inclusion for people with intellectual disabilities, starting first with their own communities. Over the years, the Torch Run has evolved and now encompasses a variety of innovative fundraising events, including the Plane Pull, Polar Plunge, Tip-A-Cop, Truck Convoy and more. Since its inception, LETR has raised almost \$900 million worldwide with over \$30 million being raised for Special Olympics North Carolina.

As stated on the Special Olympics North Carolina website <https://sonc.net/torch-run/>

Some of our officers with the Angier Police Department are familiar with the Special Olympic events due to working some of these events in the past while employed with other agencies. This past year some of our officers had assisted the Coats Police Department in their fund-raising endeavors. Chief Storicks with Coats Police set a goal of raising over \$7,000.00 for the Special Olympics North Carolina and with assistance from some of our officers they were able to meet their set goal.

Activities:

A list of the activities that would be hosted by the Angier Police Department and in cooperation of local business would include Cop on Top, Tip a Cop, and Tent Sales.

The Cop on Top event fundraiser is where an officer is placed on top on the participating business roof to help draw people into their business. While on the ground other officer would be manning the SONC booth selling T-shirts and hats and other items provided to us by the SONC organization. Also at the booth would be donation buckets for those that do not wish to purchase any items but still want to donate to the SONC along with other fund raising items that could be donated to the Police Department for solely SONC fund raising purposes.

Tip a Cop event fundraiser would be officer working hand in hand with local restaurants helping the servers serve food to the visiting patrons. In businesses where alcohol is served that responsibility would fall solely on the server and not the officer. Any tips left by the patron would go to SONC unless specifically stated by the patron. This event would be held on the business slow day as to not take away from the servers.

Tent Sale event would allow the officer to set the SONC tent up at the agreed upon location and sale T-shirts and hats provided to us by SONC.

Cost:

The cost to the town would be \$0.00 as all items sold would be provided to us by the Special Olympics North Carolina organization and donated to us by local business. The officers that attends stated events would be volunteering their time to the SONC fund raising endeavors.



Coats Police Department Tip a Cop event Noah's Pizza where over \$1,000.00 was raised for Special Olympics North Carolina.

Summary:

I have spoken to our officers regarding SONC and most are ready and willing to donate their time and energy to this great cause. The events that we would host with the cooperation of our local business would be supporting some of our citizens that participate and rely on the SONC for their physical and mental health. All funds and donations accepted go straight to the SONC which is deposited into their organizations bank account.

BUSINESS ITEM #3



Board of Commissioners Agenda Report

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

MEETING DATE: January 10, 2023
PREPARED BY: Crissy Porter
ISSUE 501(c)(3)
CONSIDERED:
DEPARTMENT: Community Development

SUMMARY OF ISSUE: Board request to approve the creation of the Association for the Advancement of Angier, a 501c-3 non-profit, to be used to support the mission and initiatives of the Community Development Advisory Board as set forth in its current approved by-laws.

This is a common practice in other towns that began development activities through the Main Street Program based in the Department of Commerce which was where the current Community Development Coordinator position and Community Development Advisory Board were initially formed.

FINANCIAL IMPACT: The creation of the non-profit will give the Community Development Advisory Board additional financial tools to raise resources to accomplish the goals and initiatives set forth in the Comprehensive Plan as provided for in the boards by-laws while lessening the burden on the town to raise funds to accomplish the same goals.

RECOMMENDATION: The creation of the Association for the Advancement of Angier, Corporation 501 C-3 is recommended by the Community Development Advisory Board.

REQUESTED MOTION: I make a motion to approve the creation of the non-Profit 501 C-3 Corporation, the Association of the Advancement of Angier, and its operating by-laws.

REVIEWED BY TOWN MANAGER: This has been reviewed by the Town Manager.

Attachments: Community Development Advisory Board By-Laws and Proposed AAA 501 C-3 By-laws. Comparison/Contrast document on differences of entities.

**BY-LAWS
OF
Association for the Advancement of Angier, Inc.
A 501-C-3 Not-For-Profit**

ARTICLE 1- NAME

The name of the Corporation is the "Association for the Advancement of Angier, Inc." (hereinafter referred to as the "Corporation").

ARTICLE 2 - PRINCIPAL OFFICE

The principal office of the Corporation shall be located at such place as the Officers of the Corporation may from time to time designate.

ARTICLE 3 –TAX STATUS &PURPOSES

The Corporation is organized to operate exclusively for charitable and educational purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code of 1986 (or corresponding provision of any future United States Internal Revenue law), and more specifically:

- A. To promote Angier's Depot District, including that area's commercial enterprises and residences;
- B. To take remedial actions to eliminate the physical, economic and social deterioration of Angier's central hub and thereby promote Angier's historic preservation, contribute to its community betterment and enhance the social welfare while lessening the burdens of Angier's government;
- C. To disseminate information of and promote interest in the preservation, history, culture, architecture and public use of Angier's Depot District;
- D. To hold meetings, seminars, and other activities for the instruction of the general public in those activities such as building rehabilitation and design, economic restructuring, and planning and management that foster the preservation of Angier's appreciation of its history, culture and architecture;
- E. To aid, work with, and participate in the activities of other organizations, individuals, and public and private entities located within and outside of Angier engaged in similar purposes;
- F. To solicit and receive and administer funds for educational and charitable purposes and to that end to take and hold bequest, devise, give, grant, purchase, lease or otherwise, either absolutely or jointly with any other person or corporation, any property, real, personal, tangible, or intangible, or any undivided interest therein, without limitation as to amount of value; to sell, convey, or otherwise dispose of any

such property and to invest, reinvest, or deal with the principal or the income thereof in such a manner as, in the judgment of the Corporation's Officers, will best promote the purposes of the Corporation without limitation, except such limitations, if any, as may be contained in the instrument under which the property is received, the By-Laws of the Corporation, or any laws applicable thereto.

- G. The Corporation shall not carry on propaganda or otherwise attempt to influence legislation except as an insubstantial part of its activities.
- H. The Corporation shall not in any manner or to any extent participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office; nor shall it engage in any "prohibited transaction" as identified in section 503 (b) of the Internal Revenue Service Code of 1986.
- I. The Corporation shall not engage in any transaction or permit any act or omission which shall operate to deprive it of its tax exempt status under section 501 (c) (3) of the Code.
- J. In the event of dissolution or liquidation of the Corporation, any assets then remaining shall be distributed among other organizations as shall qualify at the time as an exempt organization described in Code Section 501 (c) used for purposes consistent with those described in ARTICLE 3 and subparagraphs A through F.

ARTICLE 4 - MEMBERS

The Corporation shall have no members.

ARTICLE 5 - MANAGEMENT OF THE 501 (C) (3)

- A. Management. The management of the Corporation shall be vested in the Officers.
- B. Angier Community Development Advisory Board. The Angier Community Development Association Advisory Board (hereinafter referred to as the "Board") is a volunteer board appointed by Town Council to assist the Corporation.
- C. Election of Corporation Officers. Eligible nominees shall be nominated by the Board, and shall become Officers upon majority approval the Board.
- D. Eligibility. Officers are generally selected from the Angier Community Development Advisory Board members, but may be residents of the Town of Angier, business persons with interests in the Angier area, property owners within the Town of Angier or its ETJ, or other persons with knowledge or abilities deemed beneficial to the purpose of the Corporation.
- E. Town of Angier Liaison. The Town of Angier's Community Development Coordinator or their designee shall serve as the primary liaison between the Town and the Corporation.
- F. Officers. The Officers of the Corporation shall be a President, Vice President,

Secretary, Treasurer and the Immediate Past President (or additional Officer if there is no Immediate Past President) With the exception of the Immediate Past President, the

Officers shall be nominated by the Angier Community Development's Advisory Board at their January meeting, or their first official meeting of the fiscal year.

1. The Executive Committee of the Corporation shall consist of all Officers.
 2. All Officers have voting rights.
 3. Officers shall act by true majority vote.
 4. The Officers may approve corporate expenditures.
 5. The Officers may meet quarterly or at such times and places as they may choose, and may, as a body, make recommendations and proposals to the Angier Community Development Advisory Board.
- G. Vacancies. Consistent with Paragraph C hereof, when an Officer position is vacant, the ACD Advisory Board shall nominate persons to fill the vacancy.
- H. Term. Each officer shall serve for a one-year term, or until his/her successor is elected and qualifies.
- I. Resignation of an Officer. Any Officer may resign at any time by giving written notice to any other Officer of the Corporation. Such resignation shall take effect at the time specified therein, or if no time is specified, at such time as the resignation is received by such Officer. Unless specified in the Officer's notice of resignation, the acceptance of such resignation is not necessary for it to be effective.
- J. Removal of Officers. An Officer may be removed upon recommendation of a $\frac{3}{4}$ majority of the ACD Advisory Board
- K. Compensation of Officers. No part of the net earnings of the Corporation shall inure to the benefit of any Officer of the Corporation or other private individual except that the Corporation shall be authorized to pay reasonable compensation for services rendered herein. None of the property of the Corporation shall be distributed directly or indirectly to any Office of the Corporation except in fulfillment of its charitable and educational purposes enumerated herein.

ARTICLE 6 – OFFICER DUTIES

- A. President. The President shall be the principal Executive Officer of the Corporation, and, shall supervise and control the management of the Corporation in accordance with these By-laws.

The President shall, when present, preside at all meetings of the Corporation. He/she shall sign, with any other proper officer, deeds, mortgages, bonds, contracts, or other instruments which may be lawfully executed on behalf of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be delegated by the Officers to some other officer or agent; and, in general, he/she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Officers from time to time. The President shall not vote as an Officer except for the purpose of breaking a tie vote.

- E. Vice President. The Vice President, unless otherwise determined by the Officers, shall, in the absence or disability of the President, perform the duties and exercise the

powers of that office. In addition, he/she shall perform such other duties and have such other powers as the Officers shall prescribe.

- F. Secretary. The Secretary shall keep accurate records of the acts and proceeds of all meetings of the Corporation. He/she shall give all notices required by law and by these By-laws. He/she shall have general charge of the corporate books and records and of the Corporate Seal, and he/she shall affix the Corporate Seal to any lawfully executed instrument requiring it. He/she shall sign such instruments as may require a signature, and, in general, shall perform all duties incident to the office of Secretary and such other duties as may be assigned from time to time by the President or by the Officers.
- G. Treasurer. The Treasurer shall have custody of all funds and securities belonging to the Corporation and shall receive, deposit or disburse the same under the direction of the Officers. He/she shall keep full and accurate accounts of the finances of the Corporation in books especially provided for that purpose; and he/she shall cause a true statement of its assets and liabilities as of the close of each fiscal year and of the results of its operations to be made and filed at the registered or principal office of the Corporation within four months after the end of such fiscal year. The Treasurer shall, in general, perform all duties incident to his/her office and such other duties as may be assigned from time to time by the President or by the Officers.
- H. Immediate Past President or additional Officer. The Immediate Past President provides continuity and serves as a resource for the President, if asked. The duties and responsibilities expected of all Officers are also expected of the Immediate Past President or additional Officer. This includes preparing for and attending meetings, serving on or chairing committees, serving as a committee liaison, and generally participating in Corporation governance activities.

ARTICLE 7 - MEETINGS

- A. Meetings. Meetings of the Corporation shall be held no less than quarterly. Meetings shall be called by the President upon two (2) days prior notice or upon call of a majority of the Officers. Notice of a meeting need not state the purpose thereof, and such notice shall be directed to each Officer at his/her residence or usual place of business by mail, telephone, e-mail, or may be delivered personally. The presence of an Officer at a meeting shall constitute a waiver of notice of that meeting, except only when such Officer attends the meeting solely for the purpose of objecting to the transaction of any business at such meeting on the ground that the meeting has not been lawfully called and does not otherwise participate in the meeting.
- B. Waiver of Notice. Whenever any notice is required to be given by any Officer under the provisions of the North Carolina Nonprofit Corporation Act, or under the provisions of the Articles of Incorporation of this Corporation or of these By-laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.
- C. Quorum. At any meeting of the Officers of the Corporation, a majority of the Officers of the corporation shall constitute a quorum. A quorum shall be present at a meeting of the Officers for business transacted thereat to constitute action of the Officers.

- D. Robert's Rules of Order. Robert's Rules of Order shall be the rules of order for all meetings, except as may be otherwise provided in these Bylaws.
- E. Informal Action of Directors. Action taken by the Officers without a meeting shall constitute action of the Corporation if written consent to the action in question is signed by all the Officers and filed with the minutes of the proceedings of the Corporation, whether done before or after the action so taken.

ARTICLE 8 - FISCAL YEAR

Unless otherwise fixed by the Officers, the fiscal year of the Corporation shall end on June 30.

ARTICLE 9 - BONDING

The Officers may require and/or procure such bonds on its Board, Officers, Employees or Agents, as it may deem appropriate.

ARTICLE 10 – INDEMNITY

- A. Any person who at any time serves or has served as a director, officer, employee or agent of the Corporation, or in such capacity at the request of the Corporation for any other corporation, partnership, joint venture, trust or other enterprise, shall have a right to be indemnified by the Corporation to the fullest extent permitted by law against (a) reasonable expenses, including attorneys' fees, actually and necessarily incurred in connection with any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative, and whether or not brought by or on behalf of the Corporation, seeking to hold him/her liable by reason of the fact that he/she is or was acting in such capacity, and (b) reasonable payments made by him/her in satisfaction of any judgment, money decree, fine, penalty or settlement for which he/her may have become liable in any such action, suit or proceeding.
- B. The Officers of the Corporation shall take all such action as may be necessary and appropriate to authorize the Corporation to pay the indemnification required by this by-law, including without limitation, to the extent needed, making a good faith evaluation of the manner in which the claimant for indemnity acted and of the reasonable amount of indemnity due and giving notice to, and obtaining approval by, the President of the Corporation.
- C. Any person who at any time after the adoption of this by-law serves or has served in any of the aforesaid capacities for or on behalf of the Corporation shall be deemed to be doing or to have done so in reliance upon, and as consideration for, the right of indemnification provided herein. Such right shall inure to the benefit of the legal representatives of any such person and shall not be exclusive of any other rights to which such person may be entitled apart from the provision of this bylaw.

ARTICLE 11 - CONTRACTS, LOANS, AND DEPOSITS

- A. The Officers may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.
- B. Loans. No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Officers. Such authority may be general or confined to specific instances.
- C. Checks and Drafts. All checks, drafts or other orders for the payment of money, issued in the name of the Corporation, shall be signed by two such officers or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Officers.
- D. Purchasing Card. The cardholder shall act as an agent of the Corporation and shall comply with all applicable purchasing regulations. The Cardholder shall maintain appropriate transaction documentation and provide copies to the Treasurer.
- E. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such depositories as the Officers may select.

ARTICLE 12- AMENDMENTS

- A. Except as otherwise provided herein, these by-laws may be amended or repealed and new by-laws may be adopted by the affirmative vote of a majority of the Officers then holding office at any regular or special meeting of the Officers.
- B. No by-law adopted or amended by the officers shall be amended or repealed by the Officers, except to the extent that such bylaw expressly authorizes its amendment or repeal by the Officers.

ARTICLE 13 – CORPORATE EARNINGS

No officer, employee, or other person or entity associated with the Corporation shall receive at any time any of the earnings or pecuniary profit from the operations of the corporation, except as provided in Article 13, Chapter 55A of the North Carolina General Statutes, as amended from time to time.

In the event of dissolution or liquidation of the Corporation, any assets then remaining shall be distributed among other organizations as shall qualify at the time as exempt organization described in Code Section 501 (c) used for purposes consistent with those described in ARTICLE 3 and subparagraphs A through F or exclusively to charitable, religious, scientific, literary, or educational organizations that qualify under the applicable provisions of the Internal Revenue Code and its regulations promulgated there under, as amended, relating to qualification as a "charitable organization."

The undersigned certifies that the foregoing Bylaws have been adopted as the amended Bylaws of the Corporation in accordance with the requirements of the Corporation Law.

Adopted, ratified, and approved this _____ day of _____, 20____.

, President

, Secretary

ABC SPECIAL ONE TIME PERMIT CHECKLIST (FOR SALE OF ALCOHOLIC BEVERAGES)

The North Carolina ABC Commission is dedicated to providing excellent customer service to the citizens of our great State and understands the necessity of receiving ABC permit(s) in a timely manner. This checklist, designed specifically for the above referenced permit, will assist in navigating through the Special One Time Permit for Sale of Alcoholic Beverages Application process to ensure you have provided the necessary documentation for a complete packet. To facilitate this process, please submit the documents in the order listed, without any omission, as that will result in a delay of processing your application.

- **APPLICATION**
 - Must be completed in its entirety by a representative of the nonprofit organization
 - Must be signed and notarized
 - Notification to Law Enforcement Section must be completed
- **LEASE/RENTAL AGREEMENT**
 - Nonprofit or Political Organization, must be listed as the tenant (for municipalities, a letter acknowledging the event, date, time, and location is required)
 - Address of leased premises must be included
 - Dates and times for usage of leased premises must be included
 - Must be signed by all parties
- **DIAGRAM**
 - Detailed diagram of the leased premises showing all entrances, exits, bar areas, and where all alcohol consumption will be served/sold
- **TAX DETERMINATION DOCUMENT (for non-profit organizations only)**
 - Copy of the nonprofit organization's 501c tax determination letter from the IRS or Department of Revenue showing the organization is exempt from taxation, or
 - Documentation to show the organization is exempt under similar provisions of Chapter 105 of the North Carolina General Statutes
- **POLITICAL ORGANIZATION DOCUMENT (for political organizations only)**
 - Documentation to show the organization has filed a notice of candidacy, paid the filing fees or filed the required petition, and has been certified as a candidate
- **PURPOSE AND RECIPIENT OF FUNDS STATEMENT**
 - Written or typed statement explaining the purpose of the fundraiser and the recipient of any funds raised
- **CRIMINAL RECORD CHECK**
 - Certified copy of criminal record check obtained from the clerk of courts office in the county in which the individual representing the organization or candidate resides
 - If you are unable to obtain a criminal record from the Clerk of Courts office, please contact the Permit Section at (919) 948-7941
- **CORRECT FEE FOR PERMIT**
 - Certified check, cashier's check or money order in the amount of \$50.00
 - Payable to NC ABC Commission
 - If paying by credit card, complete credit card form (Visa, MasterCard, Discover)

**NORTH CAROLINA
ALCOHOLIC BEVERAGE CONTROL COMMISSION**

Fee Paid: _____
Date _____
Rec'd: _____
Rec'd By: _____
Temp #: _____

400 East Tryon Road

Raleigh, NC 27610

www.abc.nc.gov

919-779-0700

Application #: _____

Approved: ☐ Rejected: ☐

By: _____

Date: _____

**APPLICATION FOR SPECIAL ONE-TIME PERMIT
FOR THE SALE OF ALCOHOLIC BEVERAGES**

Application Instructions:

1. Complete this application in its entirety. Please print clearly.
2. Application must be **notarized**.
3. The fee for the Special One-Time permit is **\$50.00**. The fee can be submitted by certified check, cashier's check, money order or credit card (Visa, MasterCard, Discover). The certified check, cashier's check, and money order must be made payable to the **North Carolina ABC Commission** (may be abbreviated as **NC ABC**).
PERSONAL CHECKS ARE NOT ACCEPTED AND THE APPLICATION WILL BE RETURNED.
4. The applicant must notify local law enforcement of the event taking place in their jurisdiction. A representative of the **Local Law Enforcement** agency must complete the appropriate section on this form before submitting to the Commission.
5. A Special One-Time permit is issued for **one event** and cannot be used for multiple events.
6. The completed application must be submitted **at least fourteen (14) days** prior to the scheduled event.

I hereby make application to the North Carolina Alcoholic Beverage Control Commission for a Special One-Time permit allowing the sale or service of alcoholic beverages at the event described below:

Please check the applicable boxes regarding your organization and event:

We are a: ☐ Nonprofit Organization ☐ Political Organization / Candidate ☐ Municipality

Requesting authorization to: ☐ Sell ☐ Serve ☐ Permit Brown-bagging
(Check all that apply)

At a ticketed event, the following: ☐ Malt Beverages ☐ Wine ☐ Spirituous Liquor
(Check all that apply)

The following documents are required in addition to the completed application:

1. Lease or rental agreement between the applicant organization and the owner of the premises.
2. Diagram of the leased premises showing all entrances, exits, bar areas and where all alcohol consumption will be served/sold.
3. If a nonprofit organization, documentation to show the organization is exempt from taxation under the appropriate subsection of Section 501(c) of the Internal Revenue Code or is exempt under similar provisions of Chapter 105 of the North Carolina General Statutes.
4. Purpose Statement for the event and recipient of the funds raised.
5. Certified copy of the criminal record check of the applicant obtained from the Clerk of Court in the county where the applicant resides.
6. A political party, as defined in NC General Statute 163-96(a)(1) or a campaign organization which has properly filed and has had a person certified as a candidate.

Name Of Organization or Candidate: _____

How are you affiliated with the organization? _____

County where the event will take place: _____ City (if inside city limits): _____

Event location name: _____

Address of event location: _____
Street Address City State Zip Code

Date(s) of event: _____ Estimated Attendance: _____

Event times: Begin Time: _____ End Time: _____

Website and/or social media where event is promoted / advertised: _____

Name of Person who will be present at the Event (if not the applicant): _____

PERSONAL INFORMATION OF INDIVIDUAL REPRESENTING THE ORGANIZATION (OR CANDIDATE):

Individual's Full Name: _____
First Middle Last

Date of Birth: _____ Last 4 of Social Security #: _____

Residential Address: _____
Street address City State Zip Code

Mailing Address (If different from residential): _____
PO Box / Street address City State Zip Code

Contact Information: _____
Daytime Phone # Mobile Phone # Fax # Email Address

NOTIFICATION TO LOCAL LAW ENFORCEMENT:

To be completed by an officer of the Sheriff's Office, if event is held in the County, or completed by an officer of the Police Department, if event is held in the City.

Date: _____

Name / Title of Officer (Printed) Signature of Officer

Department of Officer Telephone # Email Address

Comments: _____

It is a crime to make a false statement to obtain an ABC Permit.

I CERTIFY UNDER OATH OR AFFIRMATION THAT:

- I am not less than 21 years of age.
- I have not been convicted of a misdemeanor controlled substance offense or alcoholic beverage offense within the past two (2) years.
- I have not been convicted of a felony within the past three (3) years, and if convicted of a felony before then, I have had my citizenship restored.
- I have not had an alcoholic beverage permit revoked within the past three (3) years.
- All of the information supplied by me in this application is complete and accurate.
- I understand that ABC law prohibits any type of gambling activities or equipment upon the licensed premises *(without a Gaming permit issued by ALE)*.
- I, or my agent, will personally supervise the sale of alcoholic beverages and abide by all ABC laws.
- I understand that failure to abide by the ABC laws may result in the immediate revocation of my privilege to sell/serve alcohol.

Signature of Applicant

Sworn to and subscribed before me this the

Day Month Year

My Commission Expires: _____

Notary or other person qualified by law to administer oaths

(NOTE: MUST BE STAMPED OR SEALED BY NOTARY)

FORWARD THIS APPLICATION, FEE(S) AND REQUIRED DOCUMENTS TO:

If sending USPS, Express Mail, FedEx or UPS:

NC ABC COMMISSION
400 EAST TRYON ROAD
RALEIGH, NC 27610

As an alternative for US Postal Service (regular delivery):

NC ABC COMMISSION
4307 MAIL SERVICE CENTER
RALEIGH, NC 27699-4307



ABC

COMMISSION
NORTH CAROLINA

CREDIT CARD AUTHORIZATION FORM

CARDHOLDER INFORMATION

Credit Card Type: ☐ Visa ☐ MasterCard ☐ Discover

Name on Card: _____

Card Number: _____

Exp. Month: _____ Exp. Year: _____

CVC: _____

By signing this document, I authorize The North Carolina Alcoholic Beverage Control Commission to charge my credit card for the specified amount.

Name: _____

Amount charged (\$): _____

Signature: _____ Date: _____

BUSINESS ITEM #4



Board of Commissioners Agenda Report

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

MEETING DATE: 1/16/24
PREPARED BY: Jeff Jones, AICP
TOPIC OF DISCUSSION: Development in Angier
DEPARTMENT: Planning & Inspections

SUMMARY OF ISSUE:

The Town Board would like to discuss development in the Town, specifically related to residential development. Staff will give an overview to the Town Board the current status of residential projects in Town, but approved and under review.

As part of the discussion, staff will outline both short and long term action items, that the Town may wish to consider related to residential development.

FINANCIAL IMPACT: N/A

RECOMMENDATION: Discuss Residential Development in the Town of Angier

REQUESTED MOTION: N/A

REVIEWED BY TOWN MANAGER:

Attachments: Staff Report on Development



Town of Angier

www.angier.org

Robert M. Jusnes, Sr.
Mayor

Elizabeth Krige
Town Manager

Veronica Hardaway
Town Clerk

Town of Angier Residential Development in 2024

Our state of North Carolina, and the Triangle region in particular, has experienced sustained growth over the last decade, and the Town of Angier continues to benefit from said growth. Within the past 10 years, the Town of Angier has approved nearly 4,000 residential lots. Of those 4,000 lots 1,400 lots have been platted with new homes selling quickly. Estimates show that these homes added approximately 3,850 new residents. Number based on person per household (2.75) from 2018-2022 according to the Census.

It is anticipated that there will continue to be an increase in residential projects coming to the Town. In the interest of proactivity, now is an opportune time to reevaluate the Town's approach to residential development. The Town's current Comprehensive Master Plan that guides the Town's approach to development, was adopted in 2017. The purpose as outlined in 2017 was to be a *"statement by the Town of what it is today, and what it would like to be in the future."* As evidenced by the sustained growth in our state and region, the future is now. The Comprehensive Master Plan is a guiding document that aids both the Town and interested developers. In addition, the document gives our residents an idea of what type of development may occur in their vicinity. Strict adherence to the plan is not feasible, and deviations from the plan are decisions that should be thoughtfully considered prior to any request to rezone property or for project approval.

After reviewing the Future Land Use Plan, it is obvious that medium-density is the primary residential designation. Because of this, the Town is planned for development in a more medium-density fashion. Medium-density development is defined as *"a district to promote the health of the town's medium density neighborhoods and to provide for their expansion along the same traditional lines which they were established."* The minimum lot size is 10,000 square feet with water and sewer.

If you take the residential zoning district and equate those out to density, you will see that R-10 most closely meets the medium-density designation.

Low Density (RA-30) – 1.45 Units to an Acre
Low to Medium Density (R-15) – 2.9 Units to an Acre
Medium Density (R-10) – 4.35 Units to an Acre



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High Density (R-6) – 7.26 Units to an Acre

By evaluating recent projects that have received approval, you will find that projects have either received a zone map change to R-6 (with conditions) or have received a Special Use Permit for a Planned Development (PUD). Planned Developments allow for development to set their own zoning standards. Most of the PUD's in Angier are in the style of an R-6 development, even if the underlying zoning is RA-30.

R-6 style developments are high density according to the comprehensive plan and as such may not be in keeping with the Future Land Use Plan for areas of the Town. Again, deviations from the Comprehensive Plan will occur, but consideration for these deviations should be carefully considered.

As future residential development continues, it is best to consider what the Town can do to be best prepared to evaluate the developers' request against what is best for the Town. There are a few action items that can occur that will help the Town, the developing community, and help residents understand how future residential development will shape the Town of Angier.

Short Term Action Items

- Evaluate the Planned Development section of the Ordinance. Planned Development is a use that is allowed by Special Use Permit in all but one zoning district. Having planned development as a use and not a separate zoning district circumvents the legislative process with zone map amendments, and instead creates quasi-judicial decisions. Quasi-judicial decisions and hearings are held differently, in that factual evidence is needed for the Board of Adjustment to decide. Additionally, all comments from the developers, staff, and the public is in the form of sworn testimony and must be based on facts.

Staff proposes that ordinance amendments be drafted and presented that removes PUD as a use; instead creating a zoning district to which a developer would need to rezone to achieve approval of the project.

- Evaluate Multifamily Regulations in the Ordinance. Currently, in R-6, R-10 and R-15, 19 Townhomes can be approved administratively. This type of dense project may not lend itself to established neighborhoods. 20 or more Multifamily units does require a



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Special Use Permit (SUP), but the requirements of the permit are limited and could lead to a very dense project (up to 12 units to acre) in established neighborhoods.

Long Term Action Items

- Update the Town's Comprehensive Master Plan. The plan met the needs of the Town in 2017; however, in the last 7 years, the vision of the Town has changed. Updating the plan will establish how the Town of Angier will grow by acting as a guide for future developments. Until the Town has an updated Comprehensive Master Plan, careful evaluation of projects against the current plan should be considered. A new Comprehensive Master Plan will need to have a budget between \$90,000 and \$120,000 and could take up to a year to complete.
- Update the Town's Zoning Ordinances to meet the goals of the new comprehensive plan. When the plan is updated, ordinances will need to be updated to meet the Town's vision laid out in the Comprehensive Plan. This will be an ongoing action item as changes to current zoning ordinances are identified.

In closing, Angier is a growing community that is ready to meet the moment as the Triangle continues to grow, and it is important to evaluate how growth will occur and make sure that the future of Angier is set for many years to come.