

**AGENDA ROXBORO CITY COUNCIL MEETING
TUESDAY, APRIL 10, 2018 at 7:00 P.M.
CITY HALL COUNCIL CHAMBER**

CALL TO ORDER		Mayor Marilyn P. Newell
INVOCATION:		
PLEDGE OF ALLEGIANCE:		Mayor Marilyn P. Newell
AGENDA ADOPTION:		Mayor Marilyn P. Newell
CONSENT AGENDA		Mayor Marilyn P. Newell
Minutes		
Fire Department		
Police Department		
Public Services		
Fuel Expenditures		
Planning/RDG Report		
RECOGNITIONS:		
PUBLIC COMMENT:	<i>(5 minutes per Citizen)</i>	Mayor Marilyn P. Newell
PUBLIC HEARINGS AND ORDINANCE MATTERS:		
1. Tower Lease – <i>Public Hearing</i>		Assistant Manager Tommy Warren
2. Resolution Directing Clerk to Investigate – Annexation – 501 S.		Planning Director Lauren Johnson
3. Certificate of Sufficiency – Annexation – 501 S.		Planning Director Lauren Johnson
4. Resolution to Set Public Hearing – Annexation – 501 S.		Planning Director Lauren Johnson
NEW BUSINESS:		
5. Auditor's Contract June 30, 2018		Finance Director Dan Craig
6. Utility Extension – Patterson Drive		Public Services Director Andy Oakley
7. Resolution Adopting Policy for Mutual Assistance		Chief David Hess
OLD BUSINESS:		
8. Paving Contract – Old Durham Road		Public Services Director Andy Oakley
9. Sale of City Property		Assistant Manager Tommy Warren
COMMITTEE REPORTS:		Mayor Marilyn P. Newell
ADMINISTRATIVE REPORTS:		
10. Financial & Tax Report		Finance Director Dan Craig
11. Assistant Manager's Report		Assistant Manager Tommy Warren
12. Manager's Report		City Manager Brooks Lockhart
COUNCIL DISCUSSION:		
CLOSED SESSION:		
ADJOURNMENT:	Motion	Second

Consent Agenda

CITY OF ROXBORO, NC Consent Agenda

The Regular meeting of the Roxboro City Council was held in the Council Chamber of City Hall at 7:00 p.m. Tuesday, April 10, 2018.

The following members of the Roxboro City Council were present:

The following members of the Roxboro City Council were absent:

Mayor Marilyn P. Newell presented the consent agenda and asked if any item should be added or removed before calling for action. After some discussion, a **motion was offered by _____ to approve the Consent Agenda as presented with a second by _____** and upon being put to a vote, was carried unanimously.

- Minutes of March 8, 2018 (*Special Planning Meeting*)
- Minutes of March 19, 2018 (*Local Government Day*)
- Minutes of March 29, 2018 (*Emergency Called Meeting*)
- Fire/EMS Monthly Report (*March 2018*)
- Police Dept. Monthly Report (*March 2018*)
- Public Services Report (*March*)
- Fuel Expenditures Monthly Report (*March 2018*)
- Planning/RDG Monthly Report (*March 2018*)

Trevie Adams, MMC/NCCMC
City Clerk

Mission Statement: "To create an inviting environment with opportunities that will add value to the Community of Roxboro"

**MINUTES/MEETING OF THE ROXBORO CITY COUNCIL
TUESDAY, MARCH 8, 2018 – 6:30 P.M. SPECIAL PLANNING MEETING
CITY COUNCIL CHAMBERS, CITY HALL, ROXBORO, NC**

Members Present: Mayor Marilyn P. Newell
Mayor Pro Tem Tim Chandler
Council Member Reggie Horton
Council Member Mark Phillips
Council Member Byrd Blackwell
Council Member Sandy Stigall

Members Absent:

Others Present: City Manager Brooks Lockhart
Assistant Manager Tommy Warren
Finance Director Dan Craig
City Clerk Trevie Adams

CALL TO ORDER:

Mayor Marilyn P. Newell called the meeting to order at 6:30 p.m. welcoming everyone in attendance.

AGENDA ADOPTION:

Mayor Marilyn P. Newell presented the agenda asking for any additions or corrections and there being none, **Council Member Byrd Blackwell offered a motion to approve the agenda as presented with a second by Council Member Sandy Stigall** and upon being put to a vote was carried unanimously.

PUBLIC HEARINGS AND ORDINANCE MATTERS:

1. Morgan Street/Long Avenue Intersection Update – *Public Hearing*

Mayor Marilyn P. Newell opened the Public Hearing at 6:33 p.m. **Mr. Jon Sandor** with the North Carolina Department of Transportation (NCDOT) presented the Mayor and Council with a presentation of the proposed enhancements being considered for the intersection of Morgan Street and Long Avenue. Mayor Newell asked if anyone from the public would like to speak at this time explaining they had two minutes each.

1) Carl Stonebraker of Roxboro, N.C. asked how was this going to affect property owners in the area and be able to stay in the right of way of their property.

2) Ms. Robin Phillips of 216 Crestwood Drive, Roxboro, N.C. ask if this would be a speed reducer and she asked for no speed bumps and how would this affect school buses.

3) Mr. David Turner of 245 Long Avenue, Roxboro, N.C. stated that Crestwood Drive is already a nightmare and has some visibility concerns. Mr. Turner also asked what the statistics were for the same enhancement in Durham at Carver Street.

4) Mr. Larry King of 283 Lakeshore Drive, Roxboro, N.C. stated that he was here on behalf of the Person County Schools stating there are fourteen buses that travel this area daily and a right hand turn would be very tight for the buses, stating he is opposed to the proposed enhancement at this time.

5) Mr. Ron Phillips, 216 Crestwood Drive, Roxboro, N.C. asked if the four way stop signs had improved the statistics since implemented at Wrenn Crumpton Road and Hurdle Mills Road.

6) Ms. Carol Bowes works for transportation with the Person County Schools and stated that the light poles are concerns and when cars try to beat a school bus, this will cause some problems.

7) Mr. Larry Cole of 314 Lewis Winstead Loop Road asked how this is going to affect ball games at Hucks Sansbury Park with games being played nightly.

8) Mr. David Turner of 245 Long Avenue, Roxboro, N.C., re-addressed Council stating that at this time he is opposed to this project.

9) Mr. Carl Stonebraker of Roxboro, N.C. stated he is more concerned about traffic and would like more information.

Mayor Newell closed the Public Hearing at 6:59 p.m.

Council Member Sandy Stigall stated that at this time he is opposed to the project and stated that fifteen wrecks in a period of five years needs to be studied more.

Mayor Marilyn P. Newell stated that this enhancement would slow down traffic on Morgan Street.

Council Member Byrd Blackwell stated that he has been to the one on Carver Street in Durham and still has concerns about larger vehicles being able to navigate.

Mayor Pro Tem Tim Chandler stated that he understands it will help to slow down traffic, but right hand turns are a concern.

Council Member Mark Phillips stated that the City did not know anything about this project until notification was sent by DOT.

Council Member Sandy Stigall would like a study done in the area of Morgan Street and Morehead where a four-way stop had been installed for citations for speeding or running stop signs have been issued.

Mayor Marilyn P. Newell summarized that at this time, the City would like more information. **Mr. Jon Sandor** stated that he would work on solutions within the budget and report back to Council. **Mayor Pro Tem Tim Chandler** asked that Person County Schools have a representative present for any discussions.

NEW BUSINESS:

2. Roxboro Housing Authority Board Appointment

Mayor Marilyn P. Newell appointed **Ms. Linda B. King** to serve on the Roxboro Housing Authority beginning April 4, 2018 and term to end August 1, 2020.

3. Items for Discussion:

- **Capital Funding for Roads – City Manager Brooks Lockhart** explained to the Mayor and Council that the City is primarily funding transportation infrastructure through Powell Bill Fund Revenues. In 2008, 23 received \$290,389 from Powell Bill and this year the City has received \$222,223. In 2008, 2011 and 2013, North Carolina enacted major changes to either the gas tax and/or the formula for Powell Bill. The positive news is Powell Bill funding has been mostly flat for nine years; unfortunately road maintenance cost has seen significant inflation. Powell Bill revenues are restricted revenue, there is very clear guidance on how it can and cannot be used, and the City submits two reports a year on the use of the funds. Mr. Lockhart would like for the Mayor and Council to establish a Capital Transportation

Fund in addition to the normal annual spending to account for large scale projects. Peak paving season tends to overlap the transition of the annual fiscal year (June-July) and the Fund would act as a multiyear Capital Project and to consider additional funding sources to meet the needed \$300,000.

- **Post-Employment Insurance Buy Out**

City Manager Brooks Lockhart proposed that the implementation of two changes to our current Post-Employment Insurance be discussed. First, Mr. Lockhart would like the language in the Personnel Policy to state: *“For employees hired prior to March 8, 2018, retirees shall be able to continue health and hospitalization coverage on the City’s plan for a maximum of three years immediately prior to eligibility for Medicare as long as they have at least 10 years of service with the City”*. After some discussion, **Council Member Mark Phillips offered a motion to change the language of the Personnel Policy as presented with a second by Mayor Pro Tem Tim Chandler** and upon being put to a vote was carried unanimously. Mr. Lockhart proposed that a retiree be offered a one-time payment based on ten years of service be offered to an employee retiring in lieu of the City paying for their gap insurance until Medicare is effective at sixty-five years of age. This would be an option for the employee to consider upon retirement. After some discussion, **Council Member Mark Phillips offered a motion for payment in lieu of insurance plan at a one- time benefit for currently 50% of total of three years expenses and the amount would be based on current fiscal year of retirement.** Mayor Newell asked for a second and there being none, the motion died. After further discussion, **Mayor Pro Tem Tim Chandler offered a motion stating that the employee be offered a one-time payment in lieu of insurance benefit in the amount of \$25,000, effective March 8, 2018 and to be re-visited annually during budget process with a second by Council Member Byrd Blackwell** and upon being put to a vote was carried unanimously.

- **Fire Tax**

City Manager Brooks Lockhart reported to Council that questions were raised at the County Commissioner’s Retreat in February about whether the City would elect to opt into the Fire Tax if they elected to implement one. The County has not clearly made a decision, so no formal decision could be made by the City on a “what if” scenario.

- **Healthcare Cost**

City Manager Brooks Lockhart reported to the Mayor and Council that the Municipal Insurance Trust (MIT) is continuing the practice of the last three years, by capping the city’s risk. The planned increase for the following year is being held to 25% increase versus the 37% the claims data would indicate. The risk pool was able to cap the increase due to the following key points:

- a) Of the top ten claimants for 2017, four will be off the policy after the first quarter of 2018.*
- b) High cost claimants (over \$50,000) represent 3.59% of the claims, only represented 40% of the claims in 2016*
- c) The high cost claimants, which represent 51.2% of the claims, only represented 40% of the claims in 2016*
- d) 42% of the City claimants only spent between \$500 and \$3,000 which represents 8% of total claims*

Overall, the City staff is healthy and the price points are being driven by outliers. MIT only logged one avoidable emergency room claim in 2017, so the enrollees are seeking appropriate care. Mr. Lockhart stated that due to

the time, more information will be available during the budget sessions and in the meantime, staff is working to lower the children rate on the City's policy and some other money saving for the upcoming fiscal year.

COUNCIL DISCUSSION: Mayor Marilyn P. Newell read a card of acknowledgement from Long Memorial Methodist Church acknowledging the donation the Mayor and Council offered in Mrs. Ginny Brown's memory (late Mayor Thomas Brown's wife).

Council Member Reggie Horton offered a motion to enter into Closed Session per NCGS 143-318.11(a)(4) Economic Development with a second by Council Member Mark Phillips and upon being put to a vote was carried unanimously.

Council Member Mark Phillips offered a motion to re-enter into open session with a second by Mayor Pro Tem Tim Chandler and upon being put to a vote was carried unanimously.

Council Member Mark Phillips offered a motion to adjourn this meeting at 9:22 p.m. with a second by Mayor Pro Tem Tim Chandler and upon being put to a vote was carried unanimously.

Submitted By:

Trevie Adams, MMC/NCCMC
City Clerk

March 8, 2018

**MINUTES/MEETING OF THE ROXBORO CITY COUNCIL
MONDAY MARCH 19, 2018 – 9:00 A.M. LOCAL GOVERNMENT DAY
CITY HALL IN THE COUNCIL CHAMBERS - ROXBORO, NC**

Members Present: Mayor Marilyn P. Newell
Mayor Pro Tem Tim Chandler
Council Member Reggie Horton
Council Member Byrd Blackwell
Council Member Sandy Stigall
Council Member Mark Phillips

Others Present: City Manager Brooks Lockhart
Assistant City Manager Tommy Warren
City Clerk Trevie Adams
City Attorney Nick Herman

Members Absent:

CALL TO ORDER:

Mayor Marilyn P. Newell called the meeting to order at 9:00 a.m. welcoming everyone in attendance with a special welcome for the students and teachers of Person High School in observance of Local Government Day. **Council Member Byrd Blackwell** delivered the invocation.

PLEDGE OF ALLEGIANCE:

Mayor Marilyn P. Newell then led Council and those in attendance in reciting the Pledge of Allegiance to the Flag.

AGENDA ADOPTION:

Mayor Marilyn P. Newell presented the agenda, asking for two additions. 3A – Step into the Arts – Public Hearing and under New Business add 7A – Set Public Hearing for Voluntary Annexation, **Council Member Reggie Horton offered a motion to approve the agenda with the two additions as requested with a second by Council Member Sandy Stigall** and upon being put to a vote was carried unanimously.

CONSENT AGENDA ADOPTION:

Mayor Newell presented the consent agenda and asked for any comments or corrections explaining to the students that the consent agenda is comprised of staff reports and minutes and may be voted on with one motion. **Council Member Mark Phillips offered a motion to approve the consent agenda as presented with a second by Council Member Byrd Blackwell** and upon being put to a vote was carried unanimously.

Mayor Marilyn P. Newell introduced **Mr. Johnny Whitfield, Editor of the Roxboro Courier Times** and asked if he would explain to the students what Open Meetings Law means and how the Roxboro City Council follows these guidelines.

RECOGNITION:

Police Chief David Hess presented the following officers for promotions:

- **Trey Cox to the rank of Sergeant**
- **Wesley Brown to the rank of Corporal**

Mayor Marilyn P. Newell read a Proclamation for Partnership for Children acknowledging April as Child Abuse Prevention Month.

PUBLIC COMMENT:

Mayor Newell invited anyone interested in addressing Council to sign-up for the public record and to limit his or her comments to five minutes. No comments at this time.

PUBLIC HEARINGS & ORDINANCE MATTERS:

1. Special Event Permit - Personality - Public Hearing

Mayor Marilyn P. Newell opened the Public Hearing at 9:50 a.m. Roxboro Area Chamber of Commerce Director Alicia Puryear presented the Mayor and Council with an application for the annual Personality Festival noting all the street closures being requested. The Festival will be held August 24th and 25th, 2018 in Uptown Roxboro. Mayor Newell asked for any public comment at this time and there being none the Public Hearing was closed at 9:51 a.m. Mayor Pro Tem Tim Chandler offered a motion to approve the application as presented with a second by Council Member Byrd Blackwell and upon being put to a vote was carried unanimously.

2. Text Amendment – Chapter 151 – Minimum Housing - Public Hearing

Mayor Marilyn P. Newell opened the Public Hearing at 9:52 a.m. Planning Director Lauren Johnson presented Council with an Ordinance amending Chapter 151 to state:

(B) It is the policy of the City Council to encourage property owners to secure unoccupied buildings from entry temporarily, until the building may be repaired or demolished. It shall be no defense to the enforcement of this ordinance that an unoccupied building has been secured from entry by boarding up the doors, windows or other entry points. If a building remains unoccupied and boarded up for a period of more than one year, it shall be taken as evidence that the owner(s) have abandoned the intent and purpose to repair, alter or improve the building.

Mayor Newell asked for any comment at this time and there being none, closed the Public Hearing at 9:56 a.m. Council Member Mark Phillips offered a motion to approve the text amendment as presented with a second by Council Member Sandy Stigall and upon being put to a vote was carried unanimously.

3. Text Amendment – Definition – Public Hearing

Planning Director Lauren Johnson presented Council with a proposed change to the UDO Section 6.4 Table of Uses and Activities on page 6-21 to change Temporary Uses/Sales from SS(Special Use with Supplemental Regulations) to PS (Permitted Use with Supplemental Regulations) in all commercial zones.

Additionally, add 7.45.5, and 7.45.6 to Section 7.45 Temporary Uses/Sales in the Supplemental Regulations section of the UDO to read:

“7.45.5. – Tent Sales – Sales of commercial goods may be conducted within a tent located on a lot with a legally established principal use, provided the following criteria are met:

A) The tent sale must obtain a Temporary Use Permit from the UDO Administrator prior to construction of the tent;

B) The tent is located in an area outside the vehicular use area;

C) The tent is located on an improved surface such as asphalt or gravel, and not within areas devoted to required landscaping;

D) The tent be located in such a way as to ensure the minimum number of required parking spaces for the principal use are maintained during the duration of the tent sale;

E) The tent sale does not include any signage other than that allowable as temporary signage;

- F) Tent sales involving the sale of pyrotechnics or other combustible materials must obtain approval from the City of Roxboro Fire Department prior to operation;
- G) Tents not illuminated past the hour of 10:00pm; and
- H) The total number of tent sale occurrences per site be limited to a maximum of 14 days per calendar year.”

“7.45.6 – Mobile Food Truck Vendors – Sales of food/drink items may be conducted by licensed mobile food truck vendors, provided the following criteria are met:

- A) The operator of the mobile food truck shall register his/her vehicle with the Person County Health Department and obtain all required permits/approvals;
- B) Trash receptacles must be provided for customers and the food truck operator is responsible for removing all trash, litter, and refuse from the site;
- C) Food trucks may not remain in the same location overnight, unless a part of a Special Event permitted by the City of Roxboro city Council;
- D) When parking to provide service to customers, a mobile food truck shall not be located within the public right-of-way other than in a single marked public parking space, and must comply with ordinances that apply to occupying such space, including parking ordinances limiting the time that a parking space may be occupied;
- E) Neither the vehicle nor any sales gear may be placed in more than one on-street parking space, within any required landscaping, or within the sight visibility triangle for all corner lots;
- F) Mobile food truck vendors must not stop, stand, or park the sells vehicle, nor engage in any sales activity with a customer within 50 feet of the primary entrance of any restaurant or food/drink establishment, unless a part of a Special Event permitted by the City of Roxboro City Council, and;
- G) All applicable local and state regulations shall be met.”

Propose to amend the Definitions section beginning on Page A-31 as follows;

MANUFACTURED HOME, CLASS A – A manufactured home constructed after July 1, 1976, that meets or exceeds the construction stands promulgated by the U.S. Department of Housing and Urban Development that were in effect at the time of construction and that meets the following additional criteria:

- A) The structure is made up of two or more sections designed to be installed or assembled into one unit at the building site;
- B) The manufactured home has a length not exceeding four times its width, with length measured along the longest axis and width measured at the narrowest part of the other axis; and,
- C) The pitch of the roof of the manufactured home has a minimum vertical rise of two and two tenths (2.2) feet for each twelve (12) feet of horizontal run and the roof is finished with a type of shingle that is commonly used in standard residential construction. This definition includes typical “double-wide” manufactured homes and does not include modular housing as regulated by North Carolina State Building Code.

MANUFACTURED HOME, CLASS B – A manufactured home constructed after July 1, 1976, that meets or exceeds the construction stands promulgated by the U.S. Department of Housing and urban Development that were in effect at the time of construction but that does not satisfy all of the criteria necessary to qualify the house as a Class A manufactured home. A Class B manufactured home is typically a “single-wide” manufactured home but may also include a double-wide (or triple-wide)

manufactured home that does not meet all the criteria to be classified as a Class A manufactured home.

MANUFACTURED HOME, CLASS C – Any manufactured home that does not meet the definitional criteria of a Class A or Class B manufactured home.

Mayor Newell closed the Public Hearing at 10:14 a.m. Following some further discussion a citizen requested to speak. Mayor Newell reopened the Public Hearing at 10:22 a.m.

1. **Mr. David Davenport of 253 Winhaven Street, Roxboro, N.C.** thanked Council for clarifying this information.

Mayor Newell closed the Public Hearing at 10:24 a.m. **Council Member Mark Phillips offered a motion to approve the revisions as requested in the UDO Docket number TA2018-1 because the application is consistent with the City's Comprehensive Land Use Plan for the following reasons as suggested by the Planning Board:**

- ***Under goals in the City's LUP (p.69), the primary land use goal is described as promoting "an orderly and efficient land use pattern, which allows for a variety of land uses while being sensitive to environmental concerns." The amendment to add the listing for "food trucks" and tent sales" to the temporary sales/uses allows for a new and diverse land uses, but with supplemental regulations, and ensures that will take place in an orderly and efficient manner.***
- ***Under goals in the City's LUP (p. 69), one implementation strategy states we must "Provide for a variety of housing types, densities, and price ranges." The amendment to the definitions for Manufactured Housing would provide opportunities for Class A Manufactured Homes to be place under approval of a Special Use Permit in residential districts within the City.***
- ***Under goals in the City's LUP (p. 71), the primary economic development goal is described as providing "a strong local planning environment that supports and enhances the economic growth potential of the City of Roxboro.:" The amendment to make temporary sales/uses a permitted use with supplemental regulations speeds up the process for a fairly, noninvasive land use, making the planning environment more conducive to diverse retail opportunities.***

With a second by Council Member Byrd Blackwell and upon being put to a vote was carried unanimously.

Planning Director Lauren Johnson continued asking for a motion for the UDO Docket number TA2018-2 stating a propped addition to the UDO Section 6.4 Table of Uses and Activities on page 609 to "Light Manufacturing" as a Special Use in the B-1 zone and a Permitted use in the I-1 and I-2 zones.

Additionally add the following definition of Light Manufacturing to the Definitions Section of the UDO Appendix A;

- ***Light Manufacturing – Any operation which assembles, improves, treats, compounds, or packages goods or materials in a manner which does not create a noticeable amount of noise, dust, odor, smoke, glare, or vibration outside of the building in which the activity takes place, which does not require outside storage of goods or materials, and does not generate high amounts of truck traffic.***

Mrs. Johnson continued with a change to the UDO Section 6.4 Table of Uses and Activities on page 6013 to change “Dwelling, over a business” from SS (Special Use with Supplemental Regulations) to PS (Permitted Use with Supplemental Regulations) in the B-3 zone.

Mayor Marilyn P. Newell opened the Public Hearing at 10:35 a.m. asking if anyone from the Public would like to speak on this matter and there being no one, Mayor Newell closed the Public Hearing at 10:36 a.m.

City Attorney Nick Herman stated the proposed text amendments proposed in Docket number TA2018-2 and if Council chooses to approve these amendments, a motion for these text amendments to be approved because they are consistent with the City’s Comprehensive Land Use Plan for the reasons stated by the Planning Board in the documents provided in the packet under Docket number TA2018-2. Mayor Newell stated that the minutes from the Planning Board Meeting are in the agenda packets provided to Council. **A motion was offered by Mayor Pro Tem Tim Chandler to approve the recommendations of the Planning Board of the proposed text amendments (with requested additions as outlined in meeting minutes) because the application is consistent with the City’s Comprehensive Land Use Plan for the following reasons;**

- **Under goals in the City’s LUP (p.69), one implementation strategy states we must “Provide for a variety of housing types, densities, and price ranges.” The revision to make dwellings above a business permitted use with supplemental regulations in the B-3 district allows for increased residential density in the historic district, providing opportunity for walkable living options.**
- **Under goals in the City’s LUP (p. 71), the primary economic development goal is described as providing “a strong local planning environment that supports and enhances the economic growth potential of the City of Roxboro.” The revision to make dwellings above a business a permitted use with supplemental regulations in the B-3 district aligns with the strategic plans of Uptown Development and allow for more diverse housing opportunities in the core of the City. Additionally, the revision to the ordinance to add “Light Manufacturing” as a permitted use in the B-1 and I-1 districts provides an opportunity for more flexibility with old warehouses that are difficult to use for more restrictive retail uses, opening doors for economic development opportunity.**

With a second by Council Member Mark Phillips and upon being put to a vote was carried unanimously.

3A. Special Event Permit – *Step Into the Arts* – Piedmont Community College - PH

Beth Townsend with Piedmont Community College presented the Mayor and Council with a Special Event Permit for “Step into the Arts” to be held Saturday, April 14, 2018 from 7:30 a.m. – 4:00 p.m. on Main Street from Merritt Commons to Depot Street intersection and to include Abbitt Street and Court Street as well. The event will consist of live performances from local groups will be held in front of the Court House area, with art vendors set up along Main Street, Abbitt Street and Court Street. On each end of the art vendors they hope to have permitted food truck concessions. There will also be three to four free participatory art activities such as rock painting, a doodle wall and a scrap exchange booth. Ms. Townsend requested that the following streets be closed for the event and they are: Main Street (Merritt Commons to the Depot Street intersection), Abbitt Street, and Court Street. **Mayor Marilyn P. Newell opened the Public Hearing**

at 10:37 a.m. asking if anyone from the public would like to speak regarding this request and there being no one, closed the Public Hearing at 10:38 a.m. After a brief discussion, **Council Member Mark Phillips offered a motion to approve the Special Event Application as presented with a second by Council Member Byrd Blackwell** and upon being put to a vote was carried unanimously.

OLD BUSINESS:

4. Bids for Old Durham Road Upgrades

Public Services Director Andy Oakley reported to the Mayor and Council that after funding for the Old Durham Road Repair was approved for funding, staff advertised the bid and established a bid date of march 14, 2018 at 2:00 p.m. Only two bids were received and staff will re-advertised the bid and establish April 3rd, 2018 as the next bid date at 2:00 p.m. Under North Carolina procurement law, after advertising and excepting bids for an additional 10 days, staff can accept any bid received. Staff plans to present the bids received at the next Council meeting on April 10, 2018.

NEW BUSINESS:

5. Garden Study Club Request

Dr. Claudia Berryhill with the Garden Study Club is proposing to repair the urn and stand and install three (3) planters using seasonal plants of spring/summer and fall/winter seasons located at the “new” intersection of Main/Reams/Depot streets at a budgeted cost of \$1350.25. The Roxboro Garden Club will be planting the fall/winter plants. Watering and maintenance will be covered by volunteers. Dr. Berryhill stated that the club believes that beautification is important for Economic Development and look forward to working on other mutually beneficial project in Uptown and over the City. After a brief discussion, **Mayor Pro Tem Tim Chandler offered a motion to allow the Garden Study Club their request with a second by Council Member Byrd Blackwell** and upon being put to a vote was carried unanimously.

6. Renew Lease for Tower on Hill Street

Assistant Manager Tommy Warren informed the Mayor and Council that Communication Structures Inc. has requested that the lease for the tower the company erected in 2000 be renewed. The original lease was for twenty years and expires in December 2020. Communication Structures have a client that wants to lease space on the tower long term and by renewing the lease with the City, they can guarantee a longer term. The City does receive revenue from the lease and the revenue is based upon the rent received by Communications Structures. Al Benshoff with the Brough Law firm is reviewing the lease agreement. In order to approve a twenty year renewal, Council would need to hold a Public Hearing. Staff is asking for a Public Hearing date of April 10, 2018 if Council would like to move forward with the lease renewal. After a brief discussion, **Mayor Pro Tem Tim Chandler offered a motion to set the Public Hearing for Tuesday, April 10, 2018 with a second by Council Member Mark Phillips** and upon being put to a vote was carried unanimously.

7. Request to Purchase City Property

Assistant Manager Tommy Warren reported to the Mayor and Council that the City has received a request to purchase approximately 1,000 sq. ft. of property located on North Main Street. The property is adjacent to Fire Station #3 and is a part of the lot that the ½ million-gallon water tank is located.

Mr. Don Clayton has made a request to purchase City property in order to construct a garage. Due to topography, his lot has limited area suitable for building. By purchasing the area, he would be able to meet all zoning setback plus slope the bank behind the proposed garage without obtaining an easement from the City. If Council is willing to

consider selling the property, it was recommended that GS 160A-269 Negotiated Offer, Advertisement and Upset Bid process be followed.

The property Mr. Clayton is asking to purchase is a part of Tax map 48 lot 12. It has a land value of \$13,715 that equals to \$0.32 per sq. ft. making the value of 1,000 sq. ft. \$324. Mr. Clayton is offering \$500.00 and to pay the cost of surveying and deed preparation.

The Clerk will advertise the offer and allow ten days to upset the offer. If the original offer is upset, the Clerk will advertise the upset bid and allow another ten days for another upset offer. This continues until there are no more bids are received. After this process, City Council may accept the highest bid and sell the property and Council may at any time reject any and all offers. After a brief discussion, **Council Member Byrd Blackwell offered a motion to accept and advertise the bid to start the process for Mr. Don Clayton to purchase 1,000 sq. ft. of property that is part of Tax map 48 lot 12 with a second by Council Member Reggie Horton** and upon being put to a vote was carried unanimously.

COMMITTEE REPORTS:

- **Chief's Association – Council Member Mark Phillips** attended Chief Hess's program for Church Security.
- **United Way – Mayor Pro Tem Tim Chandler** has been appointed to the disbursement committee and they will meet in April to disburse funds.
- **Senior Citizen Center – Council Member Byrd Blackwell** was unable to attend, but did receive the minutes from the meeting.
- **Kerr Tar – Council Member Reggie Horton** attended the meeting for the Kerr Tar on February 26, 2018 and approved loans for businesses. Mr. Horton also attended Chief Hess's program for Church Security on February 27, 2018 at Grace Methodist Church.
- **Mayor Marilyn P. Newell** attended the Main Street Conference in Clayton, N.C. where two Roxboro residents were recognized for Best Adapted Re-use for Hall's Way and Jessica Smith for the Main Street Champion Award for her horticulture contributions to Uptown Roxboro.

ADMINISTRATIVE REPORTS:

8. Financial & Tax Report

Interim Finance Director Dan Craig presented Council with the Financial Statement ending January 31, 2018 and the tax report ending February 28, 2018.

Clerk's Note: A copy of said Financial and Tax Report are hereby incorporated into the minutes of this meeting.

9. Assistant Manager's Report

Assistant Manager Tommy Warren reported to Council that on Monday, March 12, 2018 the City of Roxboro had yet another snow event that started as a rain event and turned over to sleet and snow. Because of the forecast for it starting as rain, no brine was applied to the streets because it would have washed away. The City crews mainly spread salt and a little bit of pushing snow in limited areas. The City put out fifty six tons of salt.

The winter weather has created many potholes this year and staff has been using the new pothole patching machine. In one day crews were able to do seventeen potholes. That amount could not have been done using a typical

asphalt patch. There are still potholes out there and the crews are getting to them as weather permits.

The rebuilt motor and pump have not been delivered to the Southside Pump Station, but will be installed as soon as possible. The pump station does have the portable pump connected in case of problems with the other pump. Based upon the company rebuilding the pump and motor, the pump should arrive by Friday, March 23, 2018.

Continuing, Mr. Warren reported that an RFQ was developed and sent out for engineering services to design upgrades to Marlowe's Creek sewer line. RFQ's will be received April 10, 2018 and this should allow time to obtain cost for the design upgrade to be included in the upcoming budget.

10. Manager's Report

Manager Brooks Lockhart offered the Mayor and Council some dates to remember that included: EDC/PCBIC meeting, March 27th at 4:00 p.m. at Piedmont Community College in Room S-100, NCDOL Safety Awards Banquet – Thursday, April 12th at the Homestead Steakhouse, and Open Enrollment at City Hall – May 22nd and 23rd, 2018.

Mr. Lockhart presented the Mayor and Council with proposed dates for budget meetings for May 15th and May 29th. After a brief discussion, **Mayor Pro Tem Tim Chandler offered a motion to approve May 15th and May 29th at 6:00 p.m. as budget session work dates with a second by Council Member Reggie Horton** and upon being put to a vote was carried unanimously.

Continuing, Mr. Lockhart stated that Mr. John Sandor from NCDOT Division 5 has provided update and some information that was requested at the Public Hearing on March 14th. A question was posed about the crash data related to the compact roundabout on Carver St. at the Broad and Kenan Road intersection in Durham, N.C. The report generated by NCDOT on May 2016 showed a major reduction of severity of those crashes with a 74% overall reduction in severity and a 91% reduction of severity of frontal impacts. The second report shows the crash data for the Morgan St./Morehead St. intersection; this intersection only had five reported crashes in the last five years and 80% of those were vehicles traveling 10 mph or less. Both reports were provided for the Mayor and Council to review. Division 5's design group is evaluating how to best modify the corners to accommodate the concerns of Person County Schools.

Mr. Lockhart also reported that staff has received many compliments on the City's handling of the winter weather event. Three of Roxboro Police Department's Command Staff graduated from the NC LEEP (Law Enforcement Executive Program).

COUNCIL DISCUSSION:

Council Member Sandy Stigall and **Mayor Pro Tem Tim Chandler** asked for enforcement of the Traffic Calming Policy. Mr. Stigall said especially on Morgan Street, Main Street and Westover Drive.

ADJOURNMENT:

There being no further business to discuss, **A motion was offered by Council Member Sandy Stigall with a second by Council Member Byrd Blackwell to adjourn this meeting** and upon being put to a vote, was carried unanimously. Meeting adjourned at 11:48 a.m.

Mayor Marilyn P. Newell

ATTEST:

Trevie Adams, MMC/NCCMC
City Clerk

March 19, 2018

**MINUTES/MEETING OF THE ROXBORO CITY COUNCIL
THURSDAY, MARCH 29, 2018 1:00 P.M. CITY COUNCIL
EMERGENCY CALLED MEETING
CITY HALL IN THE COUNCIL CHAMBERS - ROXBORO, NC**

Members Present: Mayor Marilyn P. Newell
Mayor Pro-Tem Tim Chandler
Council Member Mark Phillips (via phone)
Council Member Reggie Horton
Council Member Byrd Blackwell
Council Member Sandy Stigall

Members Absent:

Others Present: City Manager Brooks Lockhart
Assistant Manager Tommy Warren
Finance Director Dan Craig
Trevie Adams, City Clerk

CALL TO ORDER:

Mayor Marilyn P. Newell called the meeting to order at 1:00 p.m. welcoming everyone in attendance.

AGENDA ADOPTION:

Mayor Marilyn P. Newell presented the agenda. **Council Member Byrd Blackwell offered a motion to approve the agenda as presented with a second by Council Member Sandy Stigall** and upon being put to a vote was carried unanimously.

NEW BUSINESS:

OLD BUSINESS:

- 1. Adopt Resolution – USDA Rural Development Authorization and Approval for Financial Assistance to Develop the Roxboro Wastewater Treatment Plant Upgrade**

City Manager Brooks Lockhart introduced **Mr. Jonathan Jones**, with the USDA asking that he explain to the Mayor and Council the proposed assistance from the USDA. Mr. Jones stated that the letter establishes the conditions, which must be understood and agreed to by the City of Roxboro (“City”) before further consideration may be given to the application. The State and Area Office staffs of USDA Rural Development (“Agency”) will administer the loan funds for this project on behalf of Rural Utilities Service (“RUS”). Mr. Jones highlighted some of the important items contained in the document. They are as follows:

Any changes in project costs, sources of funds, scope of services, or any other significant changes in the project of City must be reported to and approved by the Agency by written amendment to this letter. If significant changes are made without concurrence from the Agency, the Agency may discontinue processing of the application.

Mr. Jones explained that this letter is not to be considered as loan approval or as a representation as to the availability of funds. The application may be completed

based on a RUS loan not to exceed \$23,785,000 (includes loans of \$9,000,000, \$9,000,000, and \$5,785,000) and an applicant contribution of \$626,000; for a total project cost of \$24,411,000.

If Rural Utilities Service makes the loans, the interest rate will be the lower of the rate in effect at the time of loan approvals or the rate in effect at the time of loan closing, unless you choose otherwise. Should the interest rate be reduced, the annual payments will be based on the lower interest rate.

The loans will be considered approved on the date a signed copy of Form RD 1940-1. "Request for Obligation of Funds", is signed and mailed to you by the Rural Development State Director or an appointed representative.

Funding for the project is based on the following estimated project expenditures as follows:

<u>Project Costs</u>	<u>Budgeted</u>
Construction:	\$17,478,805
Contractor Overhead:	\$ 1,223,516
Contractor Profit:	\$ 1,747,881
Bond Insurance:	\$ 349,576
Engineering Fees:	\$ 2,307,300
Basic Services:	\$1,867,300
Resident Inspection:	\$ 440,000
Legal & Administrative:	\$ 35,000
Contingencies:	\$ 1,039,810
Interest – Interim Financing	<u>\$ 229,112</u>
Total Project Costs:	<u>\$24,411,000</u>

Applicant contribution of \$626,000 will be the first funds expended, then the Rural Development loan funds (\$23,785,000) in the form of interim financing. Rural Development must approve the disbursement of all project funds.

The construction contract documents must be completed in accordance with RUS Bulletin 1780, Subpart C, paragraph 1780.61 and 1780.75 and as indicated in RUS Bulletin 1780-26 for projects funded, in whole or part, with Rural Utilities Service funds. This includes projects jointly funded by Rural Utilities Service and other Federal, State, or local Agencies. Alternative methods of preparing contract documents or alternative contract documents for jointly funded projects may be considered and approved by Rural Development on a case-by-case basis, but only under extenuating circumstances. The contract documents must be submitted to the Agency for concurrence prior to advertising for bids along with updated cost estimate.

The contract documents must take into consideration and allow the use of all materials and equipment normally used for the application(s) described in the plans and specifications, unless prior concurrence is received from Rural Development to delete a particular type of material, brand or model of equipment, etc. Specifications must not contain unfair clauses, performance requirements, construction requirements, etc. designed to prevent or eliminate the use of any particular material or piece of equipment.

Continuing, Mr. Jones stated the project shall be formally advertised for bids in accordance with RUS Instruction 1780, paragraph 1780.72(b) and state and local laws and regulations applicable to this type of procurement. The use of any procurement method other than competitive sealed bids must be requested in writing and approved by the Agency. Procurement by other than formal advertising may be used upon written concurrence by Rural Development in accordance with RUS Instruction 1780, paragraph 1780.70 and 1780.72. Formal advertising may be used for any procurement, however, at the option of the City.

The project must be completed, and all funds disbursed within five years of obligation, after which you must submit to the Agency a written request for extension of time with adequate justification of circumstances beyond your control. Request for waivers beyond the initial extension will be submitted to the Assistant Administrator in the Rural Development National Office for concurrence decision.

If there is a significant reduction in project costs because of redesign or bids received, funding needs for the project will be reassessed. Any loan funds not needed to complete the proposed project will be de-obligated. An amended Letter of Conditions will be issued if the amount of the proposed sources of funds changes.

Remaining funds may be used for eligible (loan) purposes, provided the use will not result in major changes to the original scope of work and the purpose of the (loan) remains the same.

Agency loan funds that are not needed will be applied as an extra payment on the Agency indebtedness unless other disposition is required by the bond ordinance, resolution, or State statute.

The loan will be closed in accordance with instructions issued by the Office of General Counsel and applicable RUS Instructions issued by the Rural Development National and/or State Office. Closing instructions must be obtained prior to advertising for bids.

You as the recipient must have a Data Universal Numbering System (DUNS) number and register it in the System for Award Management (SAM). Recipients can register on-line at <https://sam.gov/>.

The City, as the recipient, must maintain the currency of your information in SAM until you submit the final financial report required under this award and all grant funds under this award have been disbursed or de-obligated, whichever is later. This requires that you review and update the information at least annually after initial registration, and more frequently if required by changes in your information or other award term.

You are required to notify the Agency within 30 days of receiving notification of being involved in any type of litigation prior to loan closing or start of construction, whichever occurs is first. Additional documentation regarding the situation and litigation may be requested by the Agency.

An annual audit under the Single Audit Act is required if you expend \$750,000 or more in Federal financial assistance per fiscal year. The total Federal funds

expended from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures.

All audits are to be performed in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. Financial statements must be prepared on the accrual basis of accounting in accordance with generally accepted accounting principles (GAAP), and must include at a minimum a balance sheet as well as an income and expense statement. The annual report will include a separate reporting for each water and sewer proprietary fund, and itemize cash accounts by type (debt service, short-lived assets, etc.). Further, guidance on preparing an acceptable audit can be obtained from the Agency. The audit must be prepared by an independent licensed Certified Public Accountant, or a State or Federal auditor if allowed by State law, and must be submitted within 9 months of your fiscal year end.

After a brief discussion, Mayor Marilyn P. Newell stated that Form RUS Bulletin 1780-27, "Loan Resolution (Public Body)," Form RD 400-1, "Equal Opportunity Agreement, and Form RD 400-4, Assurance Agreement," are up for formal approval, **Council Member Reggie Horton offered a motion to approve as stated by Mayor Newell to formally adopt with a second by Mayor Pro Tem Tim Chandler** and upon being put to a vote was carried unanimously.

ADJOURNMENT:

There being no further business to discuss, **A motion was offered by Mayor Pro Tem Tim Chandler to adjourn this meeting at 1:29 p.m. with a second by Council Member Reggie Horton to adjourn this meeting** and, upon being put to a vote, was carried unanimously.

Submitted by:

Trevie Adams, MMC/NCCMC
City Clerk

March 29, 2018



City of Roxboro
Fire and Rescue Department

Date: April 3, 2018
To: Mayor Newell
Roxboro City Council
From: Kenneth M. Torain, Fire Chief

Highlight

- **Responses** - During the month of March the City of Roxboro Fire Department responded to 14 fire calls within the city limits, and 30 fire calls outside the city limits. Also, the department responded to 82 first responder calls within the city, and 33 first responder calls in our county response district. Over the course of March, we had to call back off-duty personnel and auxiliary personnel for a total of 2 full alarms. Roxboro Fire Department responded to 175 dispatched calls this month.
- **Capital Power**- Roxboro fire department finished the shutdown for Capital Power with no incident. There were a lot of upgrades done to the facility during the nine day shutdown.
- **Easter Egg Hunt**- We helped park and rec do the Easter Egg hunt at Huck Sansbury. It was a pretty large turn out and everyone had fun.
- **Inspections**- Roxboro fire department is in the process of inspecting every business in our district. We should have all of them done by end of April.
- **Local Government Day** After local government day we have had two visits from students that was interested and had more questions about the fire department and the ride along program.
- **Fire Prevention**- During the month of March we had the annual event at Peebles on fire safety.



Summeridge House Demo.
Sunday, March 11, 2018

105 Court St.
Roxboro, North Carolina 27573



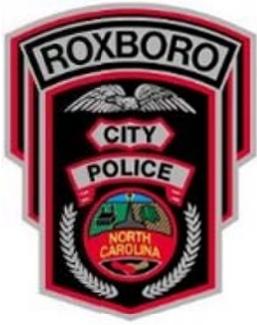
Deer ran into uptown business front door

105 Court St.
Roxboro, North Carolina 27573



Firefighters, Lt. Horton, Lt. Reed, Donald Oakley, Dustin Grinstead, Mattew Bradsher, Neil Moser, Brandon Elliott, Allison Wrenn and Tina Sellers. Loading glass from store front in Lt. Horton personal truck to make sure no one get hurt from broken glass cause by second deer

105 Court St.
Roxboro, North Carolina 27573



ROXBORO POLICE DEPARTMENT



*109 North Lamar Street
Roxboro, North Carolina 27573*

Office 336 599 8345

www.cityofroxboro.com

City Council Report

March 2018

Patrol Division

Highlighted Events

- Deputy Chief Hawkins, Lieutenant Dickerson, and Sergeant Williams graduated the Law Enforcement Executive Program (LEEP) at NC State University.
- Officer Whitlow received his intermediate law enforcement certificate.
- Corporal Brown received his advanced law enforcement certificate.
- Staff began the internal review process for the NC League of Municipalities Risk Management Accreditation.
- Patrol received a commendation from staff at Palace Pointe for their professionalism handling an incident.
- Patrol was involved in a vehicle pursuit from a breaking and entering at a local business. The suspect was apprehended. As a result, \$11,000 worth of stolen merchandise was returned to the victim.

Community Policing

- Attendance at Good Morning Coffee Hour.
- Attendance at TG Brooks community stew.
- Hosted facility tours for Local Government Day.
- Lt. Dickerson and Det. Howe provided Corn Hole training to seniors at the Senior Citizens building.
- Honor Guard provided a three gun volley during the Vietnam Veterans memorial ceremony.

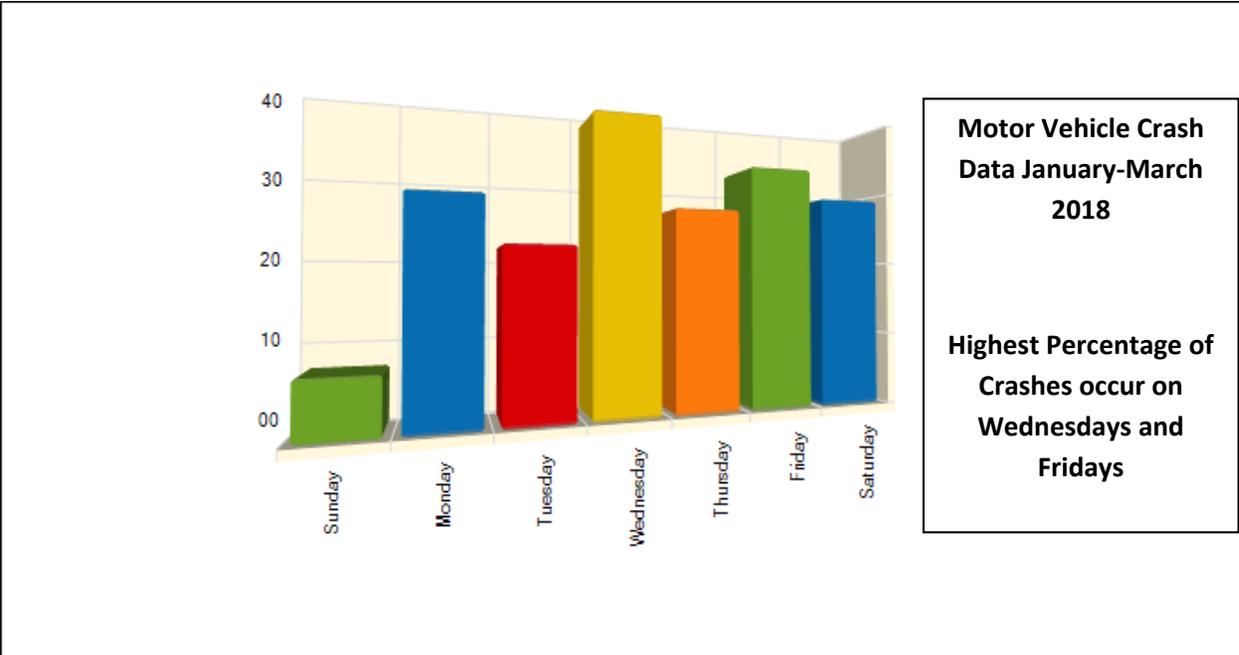
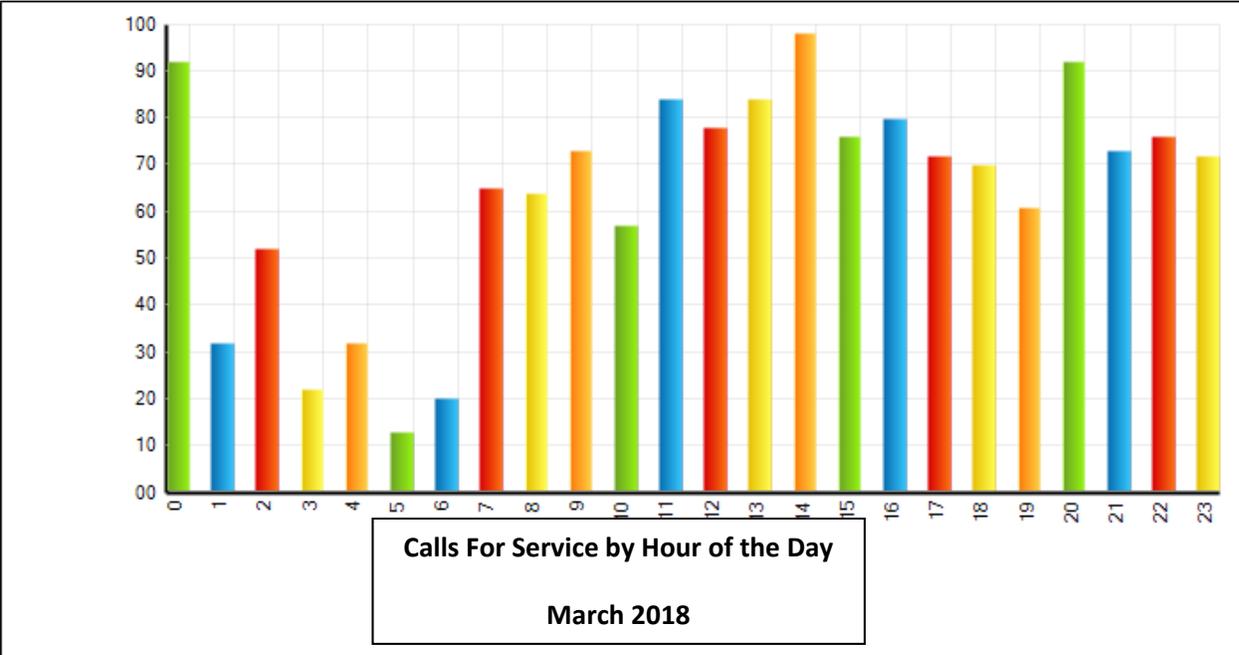
- Due to the several snow events throughout March, the majority of our community connections were made with snow/road conditions updates on Facebook.



Monthly Activities

Calls for Service: 1538
Traffic Enforcement Requests: 28
Traffic Crashes: 74
Total Arrests: 55
Directed/Foot Patrol: 196

Incident Reports: 90
Traffic Stops: 425
Citations Issued: 233
Warnings: 50



Criminal Investigations Division

- Lt. Hughes attended an information exchange meeting with the US Attorney General's Office.
- CID is working several residential breaking and entering cases. They are trying to determine if there is a nexus to all the cases.

Total Numbers for the Month

Cases Assigned: 15	Follow Up Hours in the Field: 188
Hours Completing Paperwork: 76	Follow Up Hours by Phone: 36
Call Outs: 7	Out of Town Follow Ups: 2
Felony Warrants Obtained: 3	Misdemeanor Warrants Obtained: 1
Total Arrests: 4	Interviews Conducted: 28
Cases Closed: 15	Total Forensics Cases: 48
Background Investigations for New Hires: 0	

Street Crimes Unit

- Multiple narcotics purchases were made during March.
- Continuing to work with law enforcement partners on a variety of covert cases.

Administrative Services Unit

- Attended National Night Out planning session. The police department elected to extend an invitation to host one county wide National Night Out this year and is working in conjunction with the event coordinating committee.
- ASU administered a hiring process. The department had 12 candidates attend pre-hire orientation. Of those 12, nine remain in the process.
- Lt. Walker attended the PCC Criminal Justice Advisory Committee meeting.

Administration

Meetings

- Met with concerned citizens.
- Daily meetings with Command Staff.
- RCS Director, Person County School Superintendent, City Manager, HR, DA, Sheriff Jones, PAAL Board, NC Chiefs Association conference calls, Emergency Management Director; Roxboro Housing Authority, Good Morning Coffee Hour, Rotary, Media Management for snow events; NCFBINAA training
- Attended funeral for local Pastor Brian Hager.
- Staff meetings, budget planning, department head meeting, City Council.

Upcoming Events

- Lt. Walker is working with local business to schedule and host a Coffee with a Cop event.
- Staff will receive training from the Juvenile Court Chief on the upcoming juvenile law changes for North Carolina.

Highlighted Events

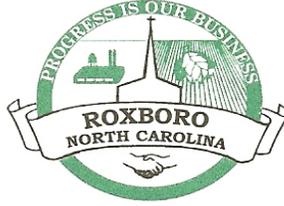
- It with great joy that the police department is able to announce that the City of Roxboro was selected as one of the Top 100 Safest Cities in North Carolina for 2017 by SafeWise. SafeWise reviews crime rates submitted to the FBI and ranks cities in each state. Only the Top 100 are awarded recognition. **This is the FIRST TIME, Roxboro has made the list!** Roxboro ranked #93 of 100. We extend our appreciation to City Council for their diligence in providing resources and support to the police department to make this goal achievable. We will continue to work hard to move up in rankings on this list. For more information visit: <https://www.safewise.com/blog/safest-cities-north-carolina/>





THANK YOU FOR YOUR CONTINUED SUPPORT

Public Services Department Monthly Report



City of Roxboro

April 2018

Public Utilities Department	Public Works Department																																																									
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Remarks: The Hill St. Water Tank exterior is being painted this week starting 4/3/2018. WTP process waste water discharge new permit begins April 1st 2018.	Remarks:																																																									

City of Roxboro, Nort LM
 Distribution of Gas Ti WD
 28-Feb-18

Lawn Mowers
 Weed Eaters
 Chain Saws
 Gas Cans, ETC.

Shell
 Account Number: 80-001-3945-4

Gas 0.5340
 Diesel 0.5940

Card Number	Dept Number	Make	Model	Gallons	Total Cost	Tax Adjust	per gallon Discount	2.00% Discount	Net Cost	Average Cost Per Gallon
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Summary

1	4120	City Hall		35.27	81.40	18.83	1.76	0.71	60.10	2.308
2	4130	Finance		14.21	33.39	7.59	0.71	0.28	24.81	2.350
3	4160	Public Buildings		205.37	491.35	109.67	10.27	4.11	367.31	2.393
4	4180	Purchasing		-	-	-	-	-	-	#DIV/0!
17	4910	Planning & Zoning		-	-	-	-	-	-	#DIV/0!
		Total Administrative		254.85	606.14	136.09	12.74	5.10	452.21	2.378
5	4310	Police		2,308.13	5,409.49	1,232.54	115.41	46.16	4,015.38	2.344
6	4311	CID		92.83	217.59	49.57	4.64	1.86	161.52	2.344
26	4312	Narcotics		-	-	-	-	-	-	#DIV/0!
9	4380	Animal Control		-	-	-	-	-	-	#DIV/0!
		Total Police		2,400.96	5,627.08	1,282.11	120.05	48.02	4,176.90	2.344
7	4340	Fire		1,221.03	3,070.95	699.03	61.05	24.42	2,286.45	2.515
8	4341	Fire Inspections		71.13	165.23	37.98	3.56	1.42	122.27	2.323
		Total Fire Dept.		1,292.16	3,236.18	737.01	64.61	25.84	2,408.72	2.504
10	4510	Public Services		127.94	300.79	68.32	6.40	2.56	223.51	2.351
11	4511	Streets		332.96	867.47	181.29	16.65	6.66	615.34	2.605
12	4512	Street Cleaning		-	-	-	-	-	-	#DIV/0!
13	4513	Garage		89.30	244.86	49.54	4.47	1.79	189.07	2.742
14	4710	Residential Garbage		1,151.51	3,289.20	684.00	57.58	23.03	2,524.60	2.856
15	4711	Commercial Garbage		882.72	2,530.10	524.34	44.14	17.65	1,943.97	2.866
16	4740	Cemetery		97.85	267.44	52.25	4.89	1.96	208.34	2.733
		Total Public Services		2,682.28	7,499.86	1,559.74	134.11	53.65	5,704.83	2.796
		Total General Fund		6,630.25	16,969.26	3,714.95	331.51	132.61	12,742.66	2.559
18	7112	Meter Reading		265.43	625.01	141.74	13.27	5.31	464.69	2.355
19	7114	Lake Warden		76.06	179.93	40.62	3.80	1.52	133.99	2.366
25	7118	Pump Stations		920.37	2,490.73	491.48	46.02	18.41	1,934.83	2.706
20	7120	Water Plant		93.49	220.93	49.92	4.67	1.87	164.46	2.363
21	7121	Water Line Maintenanc		234.74	616.28	131.18	11.74	4.69	468.67	2.625
22	7130	WWTP		19.60	46.04	10.47	0.98	0.39	34.20	2.349
23	7131	Sewer Line Maintenanc		504.89	1,285.73	280.95	25.24	10.10	969.44	2.547
24	7132	WWTP II		97.09	267.83	51.85	4.85	1.94	209.19	2.759
		Total Enterprise Fund		2,211.67	5,732.48	1,198.20	110.58	44.23	4,379.46	2.592
		Total All Funds		8,841.92	22,701.74	4,913.15	442.10	176.84	17,122.12	2.568



April 5, 2018

To: Mayor Newell
Roxboro City Council

From: Lauren Johnson, Planning & Development Director

Subject: April Council Report

Uptown Development/Roxboro Development Group:

- New RDG Director: Staff is very excited to welcome Lynda Clayton to the Planning & Development Department as the new Community Planner and RDG Director. Lynda has settled into her new position with the City and jumped straight into planning the upcoming Cruise-Ins, as well as handling the various projects of Main Street.
- Branding Project: The branding steering committee met April 4th to review modifications made to the images from Amico Brand Design. After a final round of edits, the group hopes to have a finalized image by the end of the month. The next step of the process is to write the action/implementation plan, which will include marketing strategies. The public can expect to see bits of the new Uptown brand debut over the course of the 2018 event season.
- Desert Sands Redevelopment: Coulter Jewell Thames PA conducted initial assessments on the structures remaining at 208 N Main Street the week of March 31. After obtaining results of these initial assessments, determinations will be made regarding the need for any immediate repairs, demolition, or support installations. A steering committee is being comprised of Uptown business owners, residents, and citizens of the Roxboro/Person County area to help in the process of developing a conceptual design for the redevelopment.
- Training for Board Members and Staff: The new RDG Director and Chair of the Economic Restructuring Committee, Derrick Sims, will travel to Wilson on April 12th for a basic training in Main Street economic development. In addition to this training, Ms. Clayton will also attend an orientation for Main Street Managers in Raleigh in June. These trainings are designed by the NC Main Street Center to assist new staff and board members in guiding their organization to successful redevelopment within their communities.
- Uptown Developments:
 - Black Creek Brewery continues to make improvements to Uptown through the installation of festoon lights and benches in the outdoor seating area adjacent to their building.
 - Russell's Ltd. celebrated their 61st Anniversary of business on March 22nd.



Planning & Development:

- Madison Boulevard DOT Project: Staff attended a meeting with Division 5 DOT on March 26th to discuss elements of the proposed U-5969 project on Madison Boulevard. During the meeting, the DOT engineers asked City staff to provide feedback and insight regarding the day-to-day traffic environment in Roxboro. At this time, there is not a design, and the DOT engineers requested information about the flow of traffic, regular routes of residents, and key intersections that may help them in devising a proposed design to share with the public. The Division 5 offices have sent postcards to area business/property owners regarding the proposal and informing them of impending public meetings. The City is directing all comments regarding specifics of the project to DOT and Atkins Global (contracted consultant on the project), as this is a DOT project. Additional information should be forthcoming directly from DOT regarding next steps and any public meetings.
- Sign Violations: With the adoption of our new UDO last summer, some regulations regarding signage have changed. Staff is working to address non-conformities through education. Within the coming months, area businesses will receive a letter from the City Planning Department sharing information about the new UDO and requirements for temporary and permanent signage. A grace period will be implemented for businesses to make arrangements to come into compliance, before any violations will be cited. Staff wants to work with area businesses to ensure that the Roxboro community remains a beautiful place to live and work, while also ensuring our businesses can share information about their services and products. Information will also be in The Courier-Times and on social media, as the letters go out.
- Minimum Housing/Nuisance Cases: Staff continues to work with State Code Enforcement to address the number of minimum housing cases pending with the City. Thankfully, a number of property owners have voluntarily made efforts demolished their dilapidated property, or repair damaged areas. Staff has also created a process for abating these cases in batches. There are currently 5 homes that are being processed for abatement simultaneously. Staff is preparing orders for demolition that will come to Council within the next two months for approval. In the meantime, the RFD has received a list of 10 homes for consideration for training burns. Any homes that can be utilized for this purpose will lower the cost to the City to demolish. Furthermore, staff continues to work with property owners to find creative and alternative solutions to demolition. Staff hopes to find ways to save any homes that are simply in need of repairs, so that more opportunities for affordable residential homes can be made available.

Additional Updates:

- Met with citizens regarding development and zoning inquiries.
- Staff will attend the first of 2 weeks of class for CZO certification. First week begins April 16.
- Received application for Special Use Permit to be reviewed by the Planning Board in May.
- Reviewed numerous permits/plats for approval.
- Attended Kerr-Tar TAC/TCC meeting via teleconference on March 22nd.
- Prepared items for Council meeting on April 10th.



City of Roxboro Special Event Permit Application

Special Event Applications shall be submitted to the City of Roxboro no later than sixty (60) days prior to the event date, unless the event does not require a public hearing.* When a public hearing is unnecessary, applications shall be submitted no later than thirty (30) days prior to the event date. (Incomplete applications may increase the permit processing time.) If a Public Hearing is required for your application, you will be notified of the date, time and location of the hearing. There is a \$50.00 fee for all public hearings.

*Special Events not requiring a public hearing include (i) observations of national holidays (ii) annually recurring special events, which do not exceed two (2) hours and for which no admission fee is charged, and (iii) events hosted, in-part, by the City of Roxboro.

I. Applicant Information:

Organization: Roxboro Development Group
Address: PO Box 128 City: Roxboro State: NC Zip Code: 27573
Daytime Phone Number: 336-322-6018 Cell Number: — Email: historictownroxboro@gmail.com

Primary Contact: Synda Clayton (RDG Director)
Address: 105 S Lamar Street City: Roxboro State: NC Zip Code: 27573
Daytime Phone Number: 336-322-6019 Cell Number: — Email: klayton@cityofroxboro.com

II. General Event information:

Please provide the common name by which the event is to be known.

Rox N' Roll Cruise-In Series

Please select the type of event:

- Parade
- Run/Walk Race
- Concert
- Ceremony
- Festival/Street Fair
- Other Cruise-In/Car Show

Please provide a brief description of the purpose of the proposed event:

Designed to bring residents & visitors to Uptown Roxboro for an evening of fun & entertainment, while offering Uptown businesses an opportunity to increase sales beyond 5pm.

Please indicate the following:

- a. Proposed Event Date(s): Third Friday, May - Oct. | 18 | 15 | 20 | 17 | 20 | 19
- b. Proposed Time Period(s) of the Event: 6-8:30 pm (street closure 5-9pm)
- c. Location of Event: Uptown Roxboro - see map
- d. Approximate Number of People to Attend the Event: 500-750 people

* Rain dates will be Saturday after original date - time to be determined by weather conditions.

Please provide a general description of the activities planned during the event.

Various automobiles will circle the courthouse square & surrounding streets. Live music, activities, raffles, and games will also be a part of the event.

Please list below any request for special services to be provided by the City, such as Police, Fire, Public Service Personnel/Equipment, etc. (any fees are the responsibility of the individual/organizer of said event):

- Police: See enclosed off-duty work request
- Fire: _____
- Public Service (i.e., streets or portions of streets to be closed and for what period, etc.): place barricades as indicated on map
- Other: _____

III. Venue Details:

Please indicate any streets, parking lots, or public access areas to be closed during this event, as well as the location of any barriers, traffic control devices, etc. (a map showing the event area and all barricades is also required):

Main St., Court St., Abbitt St., Lamar St., Gordon St., and parts of Reams & Depot if at max capacity elsewhere. Merritt Commons will also be utilized.

Specify number of:

0-5 Goods/Food Vendors 0 Animals 0-5 Recreational equipment (i.e. bounce house, rides, etc.)

Are you serving/selling food at your event? (Y) / N

*If yes, contact the Person County Environmental Health Office to be sure all necessary permits and/or documentation are obtained.

Are you serving/selling alcohol at your event? Y N

*If yes, be sure the perimeters of the area(s) are clearly marked, and the entrance to the area(s) shall be constructed so as to allow ready control of patrons, including the viewing of identification to prevent underage persons from being permitted in the area(s). Area(s) must be located at least 150 feet from any church, mosque, synagogue or other place of worship. Be aware, **no alcoholic beverages may be sold or consumed as a part of a special event outside of the designated area(s).** Prior to the opening of the special event, the person in charge of the event shall ensure that any and all necessary state or other permits relating to the sale and consumption of alcoholic beverages have been secured. Such permits must be available for inspection by City staff at any time. (Keep on site during the Special Event.)

Please indicate which of the following staging items will be used during your event:

- Loud speakers
- Bleachers
- Stage(s)
- Dance Floor
- Microphones
- Live Entertainment
- Other: _____

Please indicate the size and location of any signs, banners, flags, or other attention-getting devices for this event:

Banners will be placed along the railroads of the courthouse and at Merritt Commons as necessary for advertising. Large banner @ Welcome to Roxboro sign on South side, & directional signs along 501 day of event.

Please provide copies of the following with the completed application:

- a. Proof of Liability Insurance for event
- b. ABC permit(s)*
- c. Person County Environmental Health Department permit(s)/license(s) for on-site food
- d. Sketch Map Showing All of the Following:
 - The area where the event is to take place
 - Any Streets or other rights-of-way to be closed or obstructed.
 - Any barriers or traffic control devices that will be erected.
 - Location of vendor booths, platforms, benches, stages, or bleachers
 - Location of alcohol selling/consumption area
 - Toilet Facilities (i.e., porta johns)
 - Garbage Facilities (dumpsters, roll out carts)

****Please note the City of Roxboro does NOT provide garbage or waste removal services for the proposed event. The event organizer is responsible for arranging for these services, if necessary.**

IV. Cancellation Policy

The City Manager, Roxboro Police Department, or their designee, has the authority to end the event prior to schedule based on any of the following:

- violation of any section of the permit or City Ordinance,
- security and protection concerns of event participants and the community,
- if the conditions required for approval, including insurance coverage, of the event are not met,
- if any significant change in conditions would, or may adversely affect the public health or safety of the community, or
- for any condition that would place City facilities, grounds, or other natural resources at risk of damage or destruction if the event were permitted to take place.

If an event organizer, for any reason, must cancel their event they must notify the City of Roxboro. Cancellations must be in written form. Fees are non-refundable. (If the event organizer would like to request a rain-date, please indicate this in section II under the "event date(s)."

The undersigned persons certify that all information in this application (including attachments) is complete and accurate to the best of their knowledge, that the information contained in this application form shall constitute conditions of an issued permit, that the City will be notified of any changes or revisions to the event plans as described in this application, and that the undersigned persons have received and reviewed a copy of Chapter 95 of the Roxboro City Code and agree to comply with all permit conditions and understand that failure to comply with any condition, or any violation of law, may result in the immediate cancellation of the event, revocation of the permit, denial of future events, criminal prosecution and/or administrative citations/fines.

FUTHERMORE, the undersigned persons hereby authorize the City Manager or designated representative to enter upon the above-referenced activity site for the purpose of inspecting and determining/verifying compliance with the City's ordinance provisions.

Synda D. Clayton
Applicant Signature

Date: 4/5/2018

Synda D. Clayton
Responsible Planner/On-Site Manager

Date: 4/5/2018

**RELEASE AND HOLD HARMLESS
AGREEMENT**

STATE OF NORTH CAROLINA

COUNTY OF PERSON

The undersigned, having received permission from the City of Roxboro to conduct Rox N' Roll Cruise-In Series on 5/18, 6/15, 7/20, 8/11, 9/21, 10/19 do hereby release and forever hold harmless the City of Roxboro from any personal injuries or property damage related to the permitted use.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal:

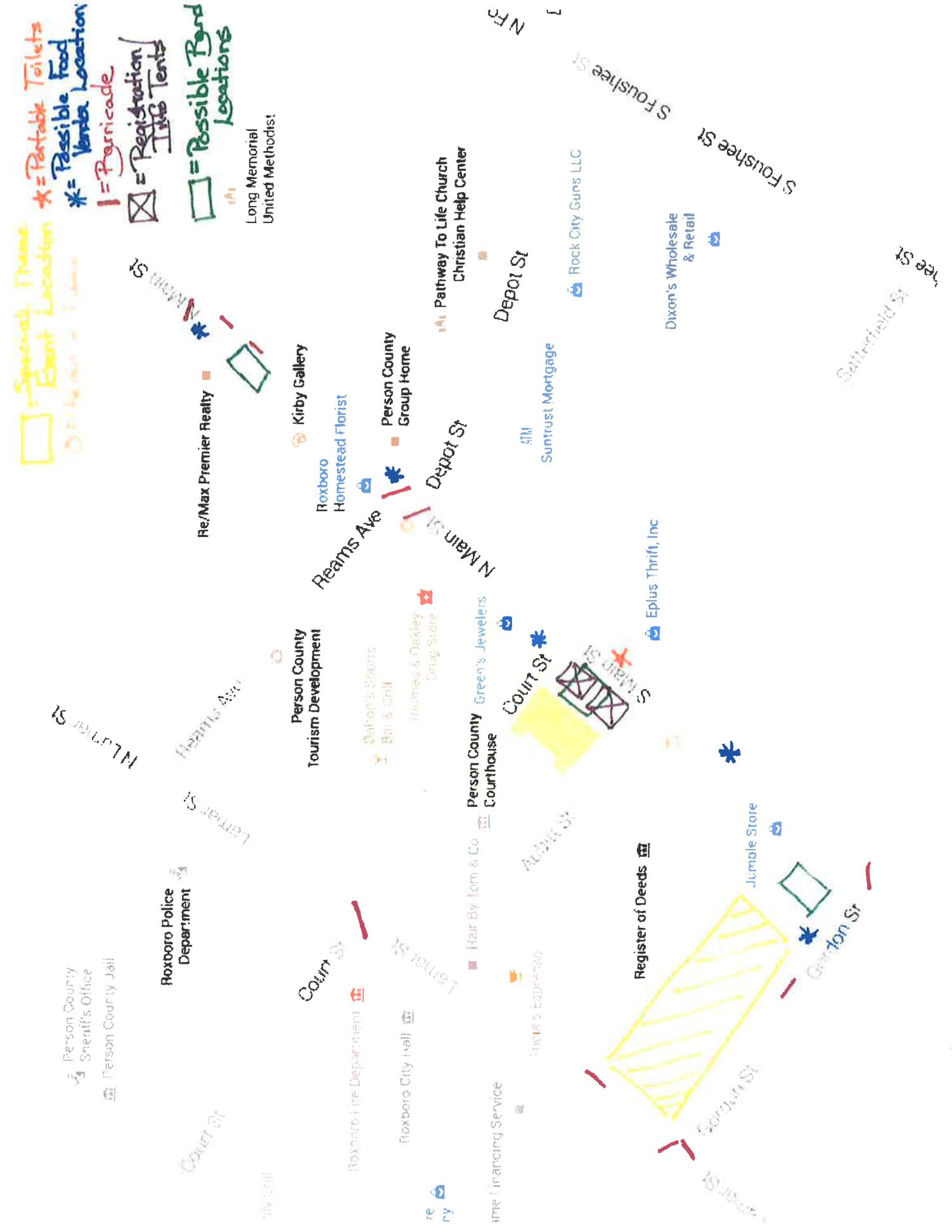
This the 5th day of April, 2018

Dynda B. Clayton
(Signature)

Notary Witness: Trevie D. Adams
Commission expires: February 11, 2022



Special Theme Event Location
 * = Portable Toilets
 * = Possible Food Vendor Location
 | = Barricade
 ☒ = Registration / Info Tents
 ☐ = Possible Pond Locations



Person County Sheriff's Office
 Person County Jail

Roxboro Police Department

Roxboro Fire Department
 Roxboro City Hall

Person County Tourism Development

Dakota's Sports Bar & Grill
 Thomas & Oakley Drug Store

Person County Courthouse
 Green's Jewelers

Hair By Tom & Co

Pathway To Life Church
 Christian Help Center

Kirby Gallery

Roxboro Homestead Florist

Person County Group Home

India's Espresso

Register of Deeds

Jumale Store

Suntrust Mortgage

Rock City Guns LLC

Dixon's Wholesale & Retail

Eplus Thrift, Inc

Sutherland St

Garrett St

Depot St

Depot St

Court St

Albion St

IS MAIN S

Reams Ave

IS MAIN N

S Foushee St

S Foushee St

Lee St

IS MAIN N

Reams Ave

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City Hall

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ROXBORO POLICE DEPARTMENT



109 North Lamar Street
Roxboro, North Carolina 27573

Office 336 599 8345
www.cityofroxboro.com

OFFICER CONTRACT AGREEMENT FOR OFF-DUTY WORK

I Lynda Clayton, representing, Roxboro Development Group
Address: PO Box 128, City: Roxboro, State: NC
Phone Number: 336-322-6018

I agree to pay Roxboro Police Officers a minimum rate of \$25.00 per hour for off-duty work. The officers are to be paid upon completion of the work with cash or check payable to the officer. I understand that officers will operate a Roxboro Police vehicle and are bound by department policy and applicable laws of North Carolina in the performance of their duty. By signing this agreement I acknowledge that I have read and will comply with the regulations therein of the City of Roxboro Ordinance Title IX Chapter 95.

Number of officers requested: 3 per event

Work Requested: security & traffic control for Cruise-In

Location of work: Uptown Roxboro

Date(s): 5/18, 6/18, 7/20, 8/17, 9/24, 10/19 * -> (rain date is following Sat. w/ time to be determined based on weather.)
Starting time: 4:45 Ending Time: 7:45p Total hours: 3

It is agreed upon that, if the event is cancelled and the officers are not notified, they shall be paid for at least one (1) hour wage for reporting to the above location. Also, it is agreed upon that, if the planned event ends before the scheduled end time, officers will receive payment for the entire scheduled time. For events that exceed the scheduled time, an additional \$25 per hour (for any portion of an hour) will be assessed.

Name: Lynda Clayton Phone Number: 336-322-6019

Address: 105 S Lamar St, Roxboro NC 27573

Requesting Authority Signature: Lynda Q. Clayton Date: 4/5/2018

Police Contact Person Signature: _____ Date: _____

109 N. Lamar Street, Roxboro NC 27573

Telephone: (336) 599-8345 Fax: (336) 597-8239



City of Roxboro

Merritt Commons Rental Agreement

I. Applicant Information:

Organization: Roxboro Development Group
Address: PO Box 128 City: Roxboro State: NC Zip Code: 27573
Daytime Phone Number: 336-322-6018 Cell Number: — Email: historictownroxboro@gmail.com

Primary Contact: Lynda Clayton
Address: 105 S Lamar St City: Roxboro State: NC Zip Code: 27573
Daytime Phone Number: 336-322-6019 Cell Number: — Email: lclayton@cityofroxboro.com

II. General Event information:

Please provide the common name by which the event is to be known.

Rox N' Roll Cruise-In Series

Please provide a brief description of the purpose of the proposed event:

Car show up, live music & activities to draw residents & visitors to Uptown after 5pm

Please indicate the following:

- a. Proposed Event Date(s): 5/18, 6/15, 7/20, 8/17, 9/24, 10/19 2018
b. Proposed Time Period(s): 10-9pm
c. Approximate Number of People to Attend the Event: 500-750

* Rain dates will be Saturday after original date - time to be determined by weather conditions.

Please provide a general description of the activities planned during the event.

Attendees will stroll the streets of Uptown to enjoy the classic & unique cars, as well as live music, activities and prize drawings

Is this usage a FOR PROFIT or NOT FOR PROFIT activity (circle one)?

Security Deposit \$100.00 *wanted for PDG*

Total Fees (for-profit multiply number of hours by \$50) N/A

III. Usage Agreement:

THIS AGREEMENT IS BETWEEN THE City of Roxboro AND Roxboro Development Group
ON THE DATES AND TIMES INDICATED ON THIS FORM.

Make all checks payable to the City of Roxboro and remit to the Planning & Development Director.

It is agreed that the rules governing the use of the Merritt Commons property, County of Person, North Carolina, a copy of which has been received by the User and is an integral part of this agreement and is incorporated herein.

I/We release, absolve and agree to hold harmless and indemnify the City of Roxboro, their staff, sponsors and representatives from and against any and all liability, and from and against any claims, demands, costs or expenses, or causes of actions arising out of or in connection with the use of the facility.

WE THE UNDERSIGNED, HAVE READ AND FULLY UNDERSTAND THIS CONTRACT AND WILL ASSUME THE AFOREMENTIONED RESPONSIBILITIES.

This agreement is entered into this 4th day of April, 2018. In keeping with our good faith, I hereby submit a check in the amount of \$ 0 to the City of Roxboro.

Alynda D. Clayton
Signature/Date (User)

Steven W. Johnson
Signature/Date (Planning & Development Director)

1. Tower Lease - Public Hearing

Tower Lease Renewal

Communication Structures Inc. has requested that the lease for the tower the company erected in 2000 be renewed. The original lease was for 20 years and expires in December 2020. They have a client that wants to lease for space on the tower long term and by renewing the lease with the city, they can guarantee a longer term. The city does receive revenue from the lease. The revenue is based upon the rent received by Communications Structures. Al Benshoff with the Brough Law firm has reviewed the lease agreement.

This is for the freestanding tower on Hill Street.

City Council scheduled a public hearing for the regular scheduled City Council meeting on April 10, 2018.

NORTH CAROLINA

TOWER SITE LEASE

PERSON COUNTY

This lease agreement made this ____ day of _____ by and between the CITY OF ROXBORO, of Person County, North Carolina, hereinafter called "Lessor"; and COMMUNICATIONS STRUCTURES, mc., a North Carolina corporation with its office in the City of Durham, Durham County, North Carolina, hereinafter called "Lessee";

WITNESS ETH: that

IN CONSIDERATION OF the rentals herein reserved and the other terms, covenants and conditions hereinafter stated, Lessor does hereby let and lease unto Lessee, its successors and assigns, the following described property (hereinafter called the "Premises"):

A certain tract or parcel of 0.38 (±) acres, the same being a portion of a 5.3 (±) acre tract owned by Lessor near the corner of Hill Street and Franklin Street in the city of Roxboro, including therewith the right of ingress and egress to and from the Premises over the adjoining property of Lessor if necessary, said Premises being more particularly described by metes and bounds as follows:

BEGINNING at an iron pipe set in the southern right-of-way of Old Bushy Fork Road, said pipe being located at the northeast corner of the property now or formerly owned by Mary Allen (Deed Book 146 at Page 489 of the Person County Registry); running thence south 4⁰ 28' 5" E 153.01 feet to an iron pipe; thence S 68⁰ 48' 0" W 67 feet to an iron pipe; thence S 4⁰ 28' 5" E 71.84 feet to a point; thence N 85⁰ 31' 55" E 134.49 feet to a point; thence N 4⁰ 28' 5" E 100 feet to a point; thence S 85⁰ 31' 55" W 40.33 feet to a point; thence N 4⁰ 28' 5" W 150 feet to a point in the southern right-of-way of Old Bushy Fork Road; thence along and with the southern right-of-way of Old Bushy Fork Road S 74⁰ 28' 24" W 30.57 feet to an iron pipe, the point and place of beginning, containing 16,673 square feet, more or less, and being that parcel identified as "Lease Area" on survey for Communications Structures, Inc. dated November 29, 2000 by Credle Engineering Company, Inc.

TO HAVE AND TO HOLD said land and Premises unto the Lessee, its successors and assigns, upon the following terms, covenants and conditions:

1. **TERM.** This initial term of this lease shall begin as of the 29th day of December, 2020, a period of twenty (20) years, and shall exist and continue unless the same shall be sooner terminated as herein provided, until 28th of December, 2040.

2. **RENT.** As rental for said Premises, Lessee shall pay the Lessor monthly the amount equal to fifty percent (50%) of the net rent (gross rent minus site electricity charges for tower and site lighting, air conditioning and power for tenants not metering electricity separately) collected from tenants leasing space on the tower during the prior month. The payment and a report detailing the rent collected from each tenant and the electric bill paid will be provided to Lessor by the tenth of the following month. Tower space will be rented to all tenants at current market rates. Any rental at a rate significantly lower than the current market rate will be done with concurrence of Lessor and Lessee. Lessor has the right to inspect Lessee's building and facilities at the site to verify the number of tenants with equipment on the tower and site. The list of tenants will be provided by Lessee to Lessor with each monthly report

3. USE OF THE PREMISES. The Premises will be used by the Lessee for the purpose of erecting thereon a single tower with antennas, equipment, buildings, and earth receiving stations; and renting space on the tower for antennas and space in and adjacent to the building for the associated radio equipment. In the event that there are no tenants leasing space on the tower, or in the event any if the terms of this lease are breached by any party to this lease, Lessor or Lessee shall have the right to cancel this Lease by giving the other party sixty (60) days' notice of its intention to cancel in writing. In the event of insolvency of the Lessee, Lessor or Lessee shall have the right to cancel this Lease by giving the other party sixty (60) days' written notice.

4. DAMAGE OR DESTRUCTION OF COMMUNICATION TOWER. Lessor assumes no obligation whatsoever to repair or replace the communication tower located on the demised premises in the event such communication tower is damaged or destroyed, but Lessee may at its own option and expense cause said communication tower to be repaired or replaced during the term of this Lease. Notwithstanding the foregoing, should the communication tower be damaged or become unstable to the extent that it presents a danger or hazard to surrounding life and property, then in that event, Lessee shall have the express obligation to repair and/or otherwise restore the communication tower to its originally designed structural integrity or remove the communication tower and restore the demised premises to its condition prior to the erection of the communication tower, reasonable wear and tear excepted.

5. IMPROVEMENTS TO THE PREMISES. Lessee may install antennas and tower, equipment, buildings and earth receiving stations on the Premises. Any such furnishings, fixtures, building and equipment installed on the Premises at the sole cost and expense of the Lessee shall at all times be and remain the property of the Lessee, and the Lessee shall have the right to remove the same from the Premises at any time during the term hereof, or within thirty (30) days following the termination of this lease, provided that Lessee shall repair or reimburse Lessor for the cost of repairing any and all damage to the Premises resulting from the removal of such furnishing, fixtures, building and equipment. (At the option of Lessor, any building erected on the Premises may remain at the termination of the term of this lease provided Lessee shall have then fully amortized its cost.)

6. NO JOINT VENTURE. Nothing herein contained shall create a partnership or joint venture between Lessor and Lessee or render either party responsible for the debts, losses or obligations of the other.

7. ASSIGNMENT AND SUBLETTING. Lessee shall not have the right to assign this lease or sublet the Premises or any part thereof, without approval of the Lessor. It is agreed that any such assignment of subletting shall not relieve Lessee of its obligations to pay rent hereunder.

8. OBLIGATIONS OF SUCCESSORS. Lessor and Lessee agree that all the provisions hereof are to be construed as covenants and agreements as though the words imparting such covenants and agreements were used in each separate paragraph hereof and that all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective successors, heirs, legal representatives and assigns.

9. PERSONAL PROPERTY. All personal property placed in the leased premises shall be at risk of the Lessee, or the owner thereof, and Lessor shall not be liable for any damage to said personal property arising from any act of any other persons not under Lessor's control.

10. LIABILITY ASSUMED BY LESSEE. Lessee assumes all liability in connection with the erection, collapse, operation, repair and/or removal of the communication tower upon the demised premises and agrees to hold Lessor harmless for any and all claims of any nature or kind that may accrue as a result of the communication tower and/or any equipment situated upon the communication tower, or in buildings in the property that are related to the Lessee's use of the property.

11. INSURANCE. At all times during the term of this Lease, Lessee shall maintain in full force a comprehensive public liability insurance policy covering all of the Lessee's operations, having singly or in combination, limits not less than One Million Dollars (\$1,000,000.00). Such policy shall name Lessor as an additional insured party. Lessee shall give Lessor such evidence of insurance coverage as Lessor may reasonably demand.

12. TAXES AND ASSESSMENTS. Lessee shall be responsible for any and all increases in taxes and assessments related to the tower which may be levied against the Premises during the term hereof, and Lessee shall pay ad valorem taxes assessed against its building and personal property located on the Premises.

13. DEFAULT. In the event of the Lessee's default under any of the terms or the provisions of this Lease, the Lessor shall give the Lessee written notice of default and the Lessee shall have thirty (30) days from receipt of such notice to cure the default. Should Lessee fail to cure such default as above provided, Lessor shall have the right, along with others provided by law, to require Lessee to vacate the demised premises, remove the communication tower and restore the demised premises to its condition prior to erection of the communication tower, reasonable wear and tear excepted.

14. QUIET ENJOYMENT. Lessor covenants with Lessee that, the rent being paid and the other terms, covenants and conditions hereof being kept and performed by Lessee on its part to be kept and performed, Lessee may have and peaceably hold and quietly enjoy the Premises and every part thereof free from any hindrance, molestation, injury or deprivation thereof by reason of any order of Court, defect in Lessor's title, attachment, or other lien, encumbrance or claim of any other person whomsoever.

15. SURRENDER. Lessee covenants that upon the termination of this Lease, or any extension thereof, it will quietly and peaceably deliver up possession of the demised premises in good order and condition, and to restore the premises as nearly as possible to its original (pre-lease) condition.

16. CONDUCT OF BUSINESS. Lessee agrees hereby that the premises will not be used for any illegal or unlawful purpose, will not cause or permit a nuisance to be created or maintained therein, and will not employ, treat, store or otherwise use in its operation any solid or

liquid substance which is classified as toxic or hazardous under any federal, state, or local law or regulation

16. NOTICES. Any notice to be delivered under this agreement shall be sufficiently given if posted by registered or certified mail, in the case of Lessor, to the Lessor's address at :

City of Roxboro
P.O. Box 128
Roxboro, NC 27573 and, in the case of the Lessee, if posted by such mail to the Lessee addressed to its business address at:
Communications Structures, Inc.
P.O. Box 61349
Durham, NC 27715-1349.

17. MEMORANDUM OF LEASE. Following the execution of this Lease Agreement, Lessor and Lessee will sign and deliver for notice purposes and recordation in the county land records where the leased premises is located, a Memorandum of Lease prepared and recorded by Lessee at Lessee's expense.

18. SCOPE OF AGREEMENT. This Lease shall be considered to be the complete and only agreement between the parties hereto.

19. GOVERNING LAW. This Lease shall be governed by the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this lease the day and year first above written.

CITY OF ROXBORO

(SEAL)

COMMUNICATIONS STRUCTURES, INC.

Elmo R. Yancey PRESIDENT

WITNESS

(SEAL)

Charles E. Durst, Secretary

2. Resolution Directing Clerk to Investigate - Annexation - 501 S.

Annexation Request

The City of Roxboro has received petitions requesting that the City annex two adjoining parcels of land. The area to be annexed is located on the east side of US 501S approximately 300' south of the existing city limits. This will be a satellite annexation.

These parcels meet the standards for voluntary satellite annexation:

- (1) The nearest point on the proposed satellite corporate limits must be not more than three miles from the primary corporate limits of the annexing city.
- (2) No point on the proposed satellite corporate limits may be closer to the primary corporate limits of another city than to the primary corporate limits of the annexing city, except as set forth in subsection (b2) of this section.
- (3) The area must be so situated that the annexing city will be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits.
- (4) If the area proposed for annexation, or any portion thereof, is a subdivision as defined in [G.S. 160A-376](#), all of the subdivision must be included.
- (5) The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits, may not exceed ten percent (10%) of the area within the primary corporate limits of the annexing city.

The total area to be annexed is 172.2 acres. When added to the existing satellite annexed areas the total is 8.2% of the primary corporate limits.

While the petition is checked for vested rights, the property owners indicated that they are not requesting any vested rights.

Currently, Public Services is conducting test on the Billy Hicks Road Pump Station and sewer collection system to determine the impact this development may have on the existing infrastructure.

**RESOLUTION DIRECTING THE CLERK TO INVESTIGATE
A PETITION RECEIVED UNDER G.S. 160A-31**

WHEREAS, a petition requesting annexation of an area described in said petition was received by the Roxboro City Council; and

WHEREAS, C. S. 160A-31 provides that the sufficiency of the petition shall be investigated by the City Clerk before further annexation proceedings may take place; and

WHEREAS, the Roxboro City Council of the City of Roxboro deems it advisable to proceed in response to this request for annexation;

NOW, THEREFORE, BE IT RESOLVED by the Roxboro City Council of the City of Roxboro that:

The City Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the Roxboro City Council the result of her investigation.

Marilyn P. Newell
Mayor

ATTEST:

Trevie Adams
City Clerk

3. Certificate of Sufficiency - Annexation - 501S

CERTIFICATE OF SUFFICIENCY

To the Roxboro City Council of the City of Roxboro, North Carolina:

I, Trevie Adams, City Clerk, 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 area described therein, in accordance with G. S. 160A-31.

In witness whereof, I have hereunto set my hand and affixed the seal of the City of Roxboro, this 8th day of May, 2018.

Trevie Adams
City Clerk

PETITION REQUESTING ANNEXATION

Date: 3/30/18

To the City Council of the City of Roxboro:

1. We the undersigned owners of real property request the area described in Paragraph 2 below be annexed into the City of Roxboro.
2. The area to be annexed is contiguous to the City of Roxboro and the boundaries of such territory are as follows:

(Insert Description of Boundaries Here)

SEE ATTACHED EXHIBIT MAP & DOCUMENTS

3. We acknowledge that any zoning vested rights acquired pursuant to GS 160A-385.1 or GS 153A0344.1 must be declared and identified on this petition. We further acknowledge that failure to declare such rights on this petition shall result in termination of vested rights previously acquired for this property. (If zoning vested rights are claimed, indicate below and attached proof.)

Name	Address	Vested Rights (yes or no)	Signature
<u>Patricia Renea Dixon</u>	<u>618 Burr Oak Dr. Nicholasville, Ky 40356</u>	<u>YES</u>	
<u>Gregory L. Dixon (POA) for Patricia Gabrielle Dixon</u>	<u>618 Burr Oak Dr. Nicholasville, Ky</u>	<u>YES</u>	 P.O.A.
_____	_____	_____	_____
_____	_____	_____	_____

PETITION REQUESTING ANNEXATION

Date: 3-30-2018

To the City Council of the City of Roxboro:

1. We the undersigned owners of real property request the area described in Paragraph 2 below be annexed into the City of Roxboro.
2. The area to be annexed is contiguous to the City of Roxboro and the boundaries of such territory are as follows:

(Insert Description of Boundaries Here)

SEE ATTACHED EXHIBIT MAP & DOCUMENTS

3. We acknowledge that any zoning vested rights acquired pursuant to GS 160A-385.1 or GS 153A0344.1 must be declared and identified on this petition. We further acknowledge that failure to declare such rights on this petition shall result in termination of vested rights previously acquired for this property. (If zoning vested rights are claimed, indicate below and attached proof.)

Name	Address	Vested Rights (yes or no)	Signature
<u>Winfrey A. Wilkins Jr.</u>	<u>210 Fair Oaks Dr. Roxboro, NC 27574</u>	<u>yes</u>	<u>[Signature]</u>
<u>FRANK W KIRBY JR</u>	<u>8025 LAMPMOORE CT CHESTERFIELD, VA 22838</u>	<u>yes</u>	<u>[Signature]</u>
<u>Sandra K. English</u>	<u>6643 Southshore Dr Midlothian Va 23113</u>	<u>yes</u>	<u>[Signature]</u>
<u>Donald Ray Wilkins</u>	<u>74 Scotland place Roxboro, NC 27573</u>	<u>yes</u>	<u>[Signature]</u>
<u>Michael S. Wilkins</u>	<u>30 Centerbury Dr Roxboro 27573</u>	<u>yes</u>	<u>[Signature]</u>

4. Resolution to Set Public Hearing - Annexation - 501 S

**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF
ANNEXATION PURSUANT TO G.S. 160A-31**

WHEREAS, a petition requesting annexation of the area described herein has been received;
and

WHEREAS, the Roxboro City Council has by Resolution, directed the City Clerk to investigate
the sufficiency of the petition; and

WHEREAS, certification by the City Clerk as to the sufficiency of the petition has been made;

NOW, THEREFORE, BE IT RESOLVED by the Roxboro City Council of the City of Roxboro,
North Carolina that:

Section 1. A public hearing on the question of annexation of the area described herein will be
held in the Council Chamber of the Roxboro City Hall located at 105 S. Lamar
Street, Roxboro, NC. at 7:00 p.m. on Tuesday, May 8, 2018.

Section 2. The area proposed for annexation is contiguous to the City of Roxboro and the
boundaries of such are as follows:

Tract 1: BEGINNING at a point (NC Grid Coordinates NAD 83/86 as
derived from data shown on Plat Cabinet 13, page 325, N. 939,145', E.
2,008,725') at the southwest corner Patricia Dixon (see Parcel D, Plat Cabinet
9, page 21-7 and Deed Book 737, page 817, Person County Registry) common
with the southeast corner of Sue S. Wilkins Family Limited Partnership (see
Plat Cabinet 11, page 91-G and Deed Book 311, page 41, Person County
Registry) in the north line of Royal Rogers (see Plat Cabinet 17, page 223 and
Deed Book 887, page 429, Person County Registry); thence with Rogers
along two (2) courses as follows: (1) N.67°47'02"W. 1444.26' to a point and
(2) N.00°27'55"W. 422.40' to a point at the southeast corner of John J. James
(see Plat Cabinet 11, page 99-B and Deed Book 303, page 663, Person
County Registry); thence with the east and north lines of James along two (2)
courses as follows: (1) N.00°27'55"W. 148.60' to a point and (2)
S.89°12'58"W. 409.60' to a point at the southeast corner of Ubaldo F. Reyes
(see Plat Cabinet 17, page 102, Plat Cabinet 14, page 156 and Deed Book
953, page 91, Person County Registry); thence with the east line of Reyes
N.00°47'02"W. 989.31' to a point at the northeast corner of Reyes in the
south right of way line of Land Grant Road, a private 60' road (see Plat
Cabinet 14, page 156 Person County Registry); thence along and with the
north line of Reyes and the south right of way line of Land Grant Road
S.76°39'50"W. 609.15' to a point; thence leaving the south right of way line
of Land Grant Road and proceeding across the right of way of Land Grant
Road and continuing along a new line with Sue S. Wilkins Family Limited
Partnership (see Plat Cabinet 11, page 91-G and Deed Book 311, page 41,

Person County Registry) N.00°22'24"W. 392.04' to a point at the southwest corner of Christy Rae G. Clayton (see Deed Book 304, page 562 Person County Registry); thence along and with the south line of Clayton S.86°51'47"E. 701.86' to a point at the southwest corner of Dominion Person, Inc. (see Parcel B, Plat Cabinet 13, page 325 and Deed Book 440, page 318, Person County Registry); thence along and with the south line of Dominion Person, Inc. S.89°27'22"E. 298.19' to a point at the southwest corner of Dominion Person, Inc. (see Parcel A-1, Plat Cabinet 13, page 325 and Deed Book 440, page 318, Person County Registry); thence along and with the south line of Dominion Person, Inc. S.87°36'22"E. 958.16' to a point, a common corner with Patricia Dixon (see Parcel D, Plat Cabinet 9, page 21-7 and Deed Book 737, page 817, Person County Registry) and Sue S. Wilkins Family Limited Partnership (see Plat Cabinet 11, page 91-G and Deed Book 311, page 41, Person County Registry); thence with Dixon along four (4) courses as follows: (1) S.88°33'59"E. 219.58' to a point, (2) S.00°46'40"E. 197.67' to a point, (3) N.75°54'15"E. 609.55' to a point and (4) S.10°28'20"W. 2253.78' to a point at the southwest corner Patricia Dixon (see Parcel D, Plat Cabinet 9, page 21-7 and Deed Book 737, page 817, Person County Registry) the point and place of BEGINNING, containing 86.7 acres more or less, property of Sue S. Wilkins Family Limited Partnership (see Plat Cabinet 11, page 91-G and Deed Book 311, page 41, Person County Registry) and being an area of non-contiguous annexation to the City of Roxboro. The foregoing perimeter description as derived from sources as referenced hereon, rotated and translated to the NC Grid system as noted hereon, and does not represent an actual survey. Description prepared March 29, 2018 by William H. McCarthy, Jr. PLS, Summit Design and Engineering Services.

Tract 2: BEGINNING at a point (NC Grid Coordinates NAD 83/86 as derived from data shown on Plat Cabinet 13, page 325, N. 941,707', E. 2,010,727') in the centerline of Lucy Garrett Road (SR 1703) at the northwest corner of George Cates (see Parcel C, Plat Cabinet 9, page 21-7 and Deed Book 238, page 625, Person County Registry) common with the northeast corner of Patricia Dixon (see Parcel D, Plat Cabinet 9, page 21-7 and Deed Book 737, page 817, Person County Registry); thence leaving the centerline of Lucy Garrett Road with the western lines of Cates along two (2) courses as follows: (1) S.34°30'53"W. 2134.95' to a point and (2) S.06°29'38"E. 890.01' to a point in the north line of Carol Rogers Fox (see Plat Cabinet 1, page 660 and Deed Book 523, page 374, Person County Registry); thence along and with the north line of Fox N.84°51'10"W. 669.77' to a point at the northeast corner of Royal Rogers (see Plat Cabinet 17, page 223 and Deed Book 887, page 429, Person County Registry); thence along and with the north line of Rogers N.84°50'04"W. 226.53' to a point, common with the southwest corner of Patricia Dixon (see Parcel D, Plat Cabinet 9, page 21-7

and Deed Book 737, page 817, Person County Registry) and the southeast corner of Sue S. Wilkins Family Limited Partnership (see Plat Cabinet 11, page 91-G and Deed Book 311, page 41, Person County Registry); thence with Wilkins along four (4) courses as follows: (1) N.10°28'20"E. 2253.78' to a point, (2) S.75°54'15"W. 609.55' to a point, (3) N.00°46'40"W. 197.67' to a point and (4) N.88°33'59"W. 219.58' to a point at the southeast corner of Dominion Person, Inc. (see Parcel A-1, Plat Cabinet 13, page 325 and Deed Book 440, page 318, Person County Registry); thence with Dominion Person, Inc. along two (2) courses as follows: (1) N.04°22'20"E. 569.31' to a point and (2) N.74°50'12"E. 310.49' to a point at the southwest corner of Varendee Davis (see parcel 5, Plat Cabinet 12, page 566, Deed Book 334, page 310 and Deed Book 480, page 238 Person County Registry); thence along and with the south line of Davis N.77°50'55"E. 613.94' to a point at the southwest corner of Varendee Davis (see Parcel 1, Plat Cabinet 12, page 566, Deed Book 334, page 331 and Deed Book 480, page 238 Person County Registry); thence along and with the south line of Davis N.77°50'55"E. 96.61' to a point at the northwest corner of Richard M. Bridgeman (see 6.12 acre parcel Plat Cabinet 7, page 77-3 and Deed Book 638, page 296 (which includes a 1.00 acre parcel shown on Plat Cabinet 11, page 11G) and 1.04 acre parcel shown on Plat Cabinet 9, page 21-4 and Deed Book 638, page 317, Person County Registry); thence along and with the west line of Bridgeman S.04°14'52"E. 75.00' to a point at the southwest corner of the 1.00 acre parcel shown on Plat Cabinet 11, page 11G referenced above; thence continuing with Bridgeman along three (3) courses as follows: (1) S.04°14'52"E. 133.00' to a point, (2) S.86°51'09"E. 496.65' to a point and (3) N.16°38'17"E. 317.95' to a point in the centerline of an old road at the southeast corner of the 1.04 acre parcel shown on Plat Cabinet 9, page 21-4 referenced above; thence continuing with Bridgeman N.16°38'17"E. 199.70' to a point in the centerline Lucy Garrett Road (SR 1703); thence with the centerline of Lucy Garrett Road (SR 1703) along twelve (12) courses as follows: (1) S.37°25'07"E. 20.66' to a point, (2) S.34°12'44"E. 77.79' to a point, (3) S.32°23'45"E. 170.42' to a point, (4) S.32°46'00"E. 99.70' to a point, (5) S.35°02'04"E. 100.51' to a point, (6) S.38°01'11"E. 100.63' to a point, (7) S.41°27'24"E. 79.30' to a point, (8) S.46°21'41"E. 79.62' to a point, (9) S.51°32'21"E. 79.11' to a point, (10) S.54°54'42"E. 77.16' to a point, (11) S.57°56'20"E. 76.26' to a point and (12) S.60°29'20"E. 100.38' to a point, the point and place of BEGINNING, containing 85.5 acres more or less, property of Patricia Dixon (see Parcel D, Plat Cabinet 9, page 21-7 and Deed Book 737, page 817, Person County Registry) and being an area of non-contiguous annexation to the City of Roxboro. The foregoing perimeter description as derived from sources as referenced hereon, rotated and translated to the NC Grid system as noted hereon, and does not represent an actual survey. Description prepared March 29, 2018 by William H. McCarthy, Jr. PLS, Summit Design and Engineering Services.

Section 3. Notice of the public hearing shall be published in the Courier-Times, a newspaper having general circulation in the City of Roxboro, at least ten (10) days prior to the date of the public hearing.

Merilyn P. Newell
Mayor

ATTEST:

Trevie Adams
City Clerk

5. Auditor's Contract June 30, 2019

To: City Council
April 10, 2018 meeting

From: Dan Craig, Finance Director

Re: Audit Contract for the fiscal year June 30, 2018

The City has received a proposed audit contract from Petway, Mills & Pearson, PA to perform the annual audit for the year ending June 30, 2018. This is the auditor that performed the audit for the year ended June 30, 2017.

It is recommended that the City of Roxboro approve the audit contract as presented for Petway, Mills & Pearson, PA to perform the annual audit for the year ended June 30, 2018.

CONTRACT TO AUDIT ACCOUNTS

Of City of Roxboro

Primary Government Unit

Discretely Presented Component Unit (DPCU) if applicable

On this 15th day of February, 2018

Auditor: Petway Mills & Pearson, PA Auditor Mailing Address: PO Box 1036

Zebulon, NC 27597

Hereinafter referred to as The Auditor

and Board of Commissioners (Governing Board(s)) of City of Roxboro

(Primary Government)

and: hereinafter referred to as the Governmental Unit(s), agree as follows: (Discretely Presented Component Unit)

- 1. The Auditor shall audit all statements and disclosures required by accounting principles generally accepted in the United States of America (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning July 1, 2017, and ending June 30, 2018. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with auditing standards generally accepted in the United States of America. The Auditor shall perform the audit in accordance with Government Auditing Standards if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board). County and Multi-County Health Departments: The Office of State Auditor 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 Office of the State Auditor (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 SLGFD staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

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

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

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

Governmental Unit's audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

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

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

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

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

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

SIGNATURE PAGES FOLLOW FEES PAGE

Contract to Audit Accounts (cont.) City of Roxboro

Primary Government Unit

Discretely Presented Component Unit (DPCU) if applicable

FEES – PRIMARY GOVERNMENT

AUDIT: \$ 26,000

Total: \$28,000

WRITING FINANCIAL STATEMENTS: \$ 2,000

ALL OTHER NON-ATTEST 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.

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

The 75% cap for interim invoice approval for this audit contract is \$ 21,000

** NA if there is to be no interim billing

FEES – DPCU (IF APPLICABLE)

AUDIT: \$ N/A

WRITING FINANCIAL STATEMENTS: \$ N/A

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

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

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

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

** NA if there is to be no interim billing

Contract to Audit Accounts (cont.) City of Roxboro
Primary Government Unit
Discretely Presented Component Unit (DPCU) if applicable

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

Audit Firm Signature:

Petway Mills & Pearson, PA

Name of Audit Firm

By Phyllis M. Pearson, CPA

Authorized Audit firm representative name: Type or print

Phyllis M Pearson, CPA
Signature of authorized audit firm representative

Date February 15, 2018

ppearson@pmcpa.com
Email Address of Audit Firm

Governmental Unit Signatures:

City of Roxboro

Name of Primary Government

By _____

Mayor / Chairperson: Type or print name and title

Signature of Mayor/Chairperson of governing board

Date _____

By _____

Chair of Audit Committee - Type or print name

Signature of Audit Committee Chairperson **

Date _____

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

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

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

By _____

Primary Government Unit Finance Officer:

Type or print name

Primary Government Finance Officer Signature

Date _____

(Pre-audit Certificate must be dated.)

Email Address of Finance Officer

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

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

Contract to Audit Accounts (cont.) _____
Primary Government Unit

Discretely Presented Component Unit (DPCU) if applicable

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

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

DPCU Governmental Unit Signatures:

Name of Discretely Presented Component Unit

By _____
DPCU Board Chairperson: Type or print name and title

Signature of Chairperson of DPCU governing board

Date _____

By _____
Chair of Audit Committee - Type or print name

Signature of Audit Committee Chairperson **

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

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

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

By _____
DPCU Finance Officer:
Type or print name

DPCU Finance Officer Signature

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

Email Address of Finance Officer

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

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

Contract to Audit Accounts (cont.)

Primary Government Unit

Discretely Presented Component Unit (DPCU) if applicable

Steps to Completing the Audit Contract

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

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

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

Contract to Audit Accounts (cont.)

Primary Government Unit

Discretely Presented Component Unit (DPCU) if applicable

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

February 15, 2018

PETWAY
MILLS &
PEARSON, PA

CERTIFIED PUBLIC ACCOUNTANTS

C. Briggs Petway, Jr.
Phyllis M. Pearson

Zebulon Office
P.O. Box 1036
806 N. Arendell Ave.
Zebulon, NC 27597
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Members of the Board of Commissioners
City of Roxboro, North Carolina

We are pleased to confirm our understanding of the services we are to provide the City of Roxboro for the year ended June 30, 2018. We will audit the financial statements of the governmental activities, the business-type activities, and each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Roxboro as of and for the year ended June 30, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Roxboro's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Roxboro's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding 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 basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Pension Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Roxboro's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements]:

- 1) Budgetary Comparison Schedules
- 2) Combining individual fund financial statements
- 3) Property Tax Schedules
- 4) Schedule of Expenditures of Federal and State Awards

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for

Memberships:

North Carolina
Association of
Certified Public
Accountants

American Institute
of Certified Public
Accountants

Medical Group
Management
Association

financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City of Roxboro and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City of Roxboro's financial statements. Our report will be addressed to the governing board of the City of Roxboro. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are 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 opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters 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 entity'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 the entity's internal control 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 City of Roxboro is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to 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.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes and potentially propose journal entries. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all 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, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls, including internal controls over federal awards and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is a reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in

conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also 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 you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

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

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on July 1, 2018.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards 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 schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (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 schedule of expenditures of federal awards.

You are responsible for the preparation of the supplementary information 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. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

You agree to assume all 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.

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 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 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 government or to acts by management or employees acting on behalf of the government. 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 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. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

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, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

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

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material weakness. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance

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 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 financial statements are free of material misstatement, we will perform tests of the City of Roxboro's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit 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*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major applicable to major programs. Our procedures will consist of tests of transactions and other

applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of City of Roxboro's major programs. The purpose of these procedures will be to express an opinion on City of Roxboro's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements and related notes of City of Roxboro in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit 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. The other services are limited to the financial statement services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City of Roxboro; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Petway Mills & Pearson, PA and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Office of the State Auditor or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Petway Mills & Pearson, PA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Office of the State Auditor. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately June 1, 2018 and to issue our reports no later than October 31, 2018. Phyllis M. Pearson, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$28,000. Our invoices for these fees will be rendered at the end of the engagement. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from

your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2014 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City of Roxboro and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Petway Mills & Pearson, PA

Petway Mills & Pearson, PA

RESPONSE:

This letter correctly sets forth the understanding of the City of Roxboro.

By: _____

Title: _____

Date: _____

Denning, Herring, Sessoms & Company, P.A.

Certified Public Accountants
Clinton, NC 28328

J. ANTHONY SESSOMS, CPA
BOBBY W. HERRING JR, CPA
JULIA B. HARRISON, CPA

PAULA M. CRUMPLER, CPA

1905 SUNSET AVENUE
P.O. BOX 2185
(910) 592-8172
1-800-283-8614

FAX (910) 590-2380
www.dhscompany.com

System Review Report

January 27, 2015

To the Shareholders of
Petway Mills & Pearson PA
and the Peer Review Committee of the NCACPA

We have reviewed the system of quality control for the accounting and auditing practice of Petway Mills & Pearson PA (the firm) in effect for the year ended September 30, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included audits of employee benefit plans and engagements performed under the *Government Auditing Standards*.

In our opinion, the system of quality control for the accounting and auditing practice of Petway Mills & Pearson PA in effect for the year ended September 30, 2014, 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*. Petway Mills & Pearson PA has received a peer review rating of *pass*.

Denning, Herring, Sessoms & Company, P.A.

Denning, Herring, Sessoms & Company, P.A.

MEMBERS OF AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS
AND NORTH CAROLINA ASSOCIATION OF CERTIFIED PUBLIC ACCOUNTANTS

DHS

6. Utility Extension - Patterson Dr.

INTEROFFICE MEMO

April 10, 2018

To: Mayor and City Council

From: Andrew M. Oakley, Public Services Director

Subject: Water and Sewer Extension to Patterson Drive Subdivision
for Gillis Properties, LLC.

Mr. Joel K. Gillis has requested that the City allow him to extend water and sewer service to the Subdivision on Patterson Drive. An existing sanitary sewer outfall and an existing waterline are adjacent to the site. This site was allowed an extension in 2007 under a different ownership, however, the project never started and all permits have expired. A plan and the request letter are attached.

Staff discussed voluntary annexation with the owner's representative, but the owner would prefer not to be a part of the City of Roxboro. Voluntary Annexation can be a condition of this approval if City Council considers it to be beneficial to the City and the community.

Preliminary plans were submitted for review and the preliminary layout was acceptable. Staff recommends approval of the extension with the following conditions:

- 1) All construction complies with City of Roxboro standards, specifications and policies.

Gillis Properties, LLC.

6321 Angus Drive
Raleigh, NC 27617

February 26, 2018

City of Roxboro Planning & Development/City Council
105 South Lamar Street
Roxboro, NC 27573

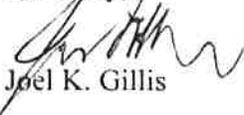
Committee Member/Council Member,

I am writing you to request a water and sewer extension for land I currently own. The property is located on Patterson Drive. I was previously granted this extension as evidenced by the attached letter dated December 5, 2007. I currently have a buyer who is interested in creating a subdivision on this parcel. The subdivision would all be custom homes, priced at an entry level price point which I believe would bring much value to the area and fulfill a need that is much overdue.

Along with this request, I am also asking that the City not annex the referenced property. The potential buyers of homes built in this proposed subdivision would be adversely affected by annexation which would result in a tax burden. Buyers in the entry level price point need every opportunity allowed to them to enjoy the benefits of home ownership. These buyers will undoubtedly increase the overall revenue to the City by usage fees of the water and sewer as well as patronizing local businesses. The buyer currently has other homes completed and under construction in the county. Based on homes already sold by the buyer, 90% of the sales were new to the area buyers. This again illustrating the need and positive impact this subdivision could have on the county.

The county has shown interest in this potential development and is willing to help us with the water and sewer and turn it over to the city when it is complete. I ask that you please take all of this into consideration and grant the water and sewer extension and support me in my request for this property not to be annexed into the City. Thank you for your time and the opportunity to make this great County even better.

Sincerely,


Joel K. Gillis



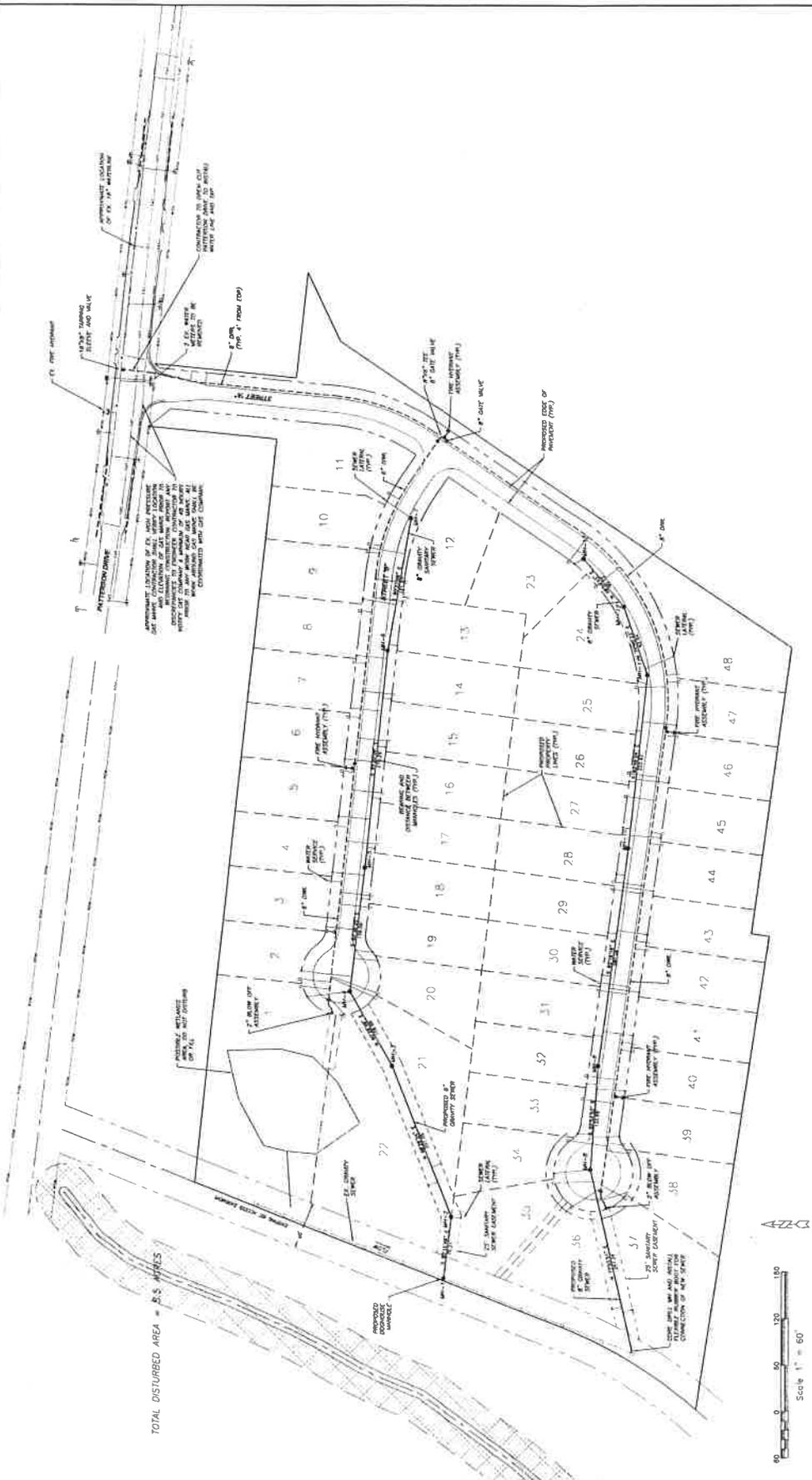
Coulter Jewell Thames, Inc.
 Main Office
 111 West Main Street
 Raleigh, NC 27601
 919.833.3771
 2100 S. Lenoir St.
 Raleigh, NC 27605
 919.833.3888
 12000-B-2174



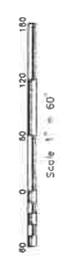
PATTERSON DRIVE SUBDIVISION
 OWNER:
 TRAMBA HOOKS
 DAVID HASKINS
 2880 HWY 85
 RALEIGH, NC 27605
 919.833-2174

UTILITY PLAN

CD-5.0



- UTILITY NOTES**
1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY ENGINEERING DEPARTMENT AND SHALL BE IN ACCORDANCE WITH THE CITY ENGINEERING DEPARTMENT AND SHALL BE IN ACCORDANCE WITH THE CITY ENGINEERING DEPARTMENT.
 2. ALL UTILITIES SHALL BE INSTALLED AT A MINIMUM DEPTH OF 2 FEET UNLESS OTHERWISE SPECIFIED.
 3. THE UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY ENGINEERING DEPARTMENT AND SHALL BE IN ACCORDANCE WITH THE CITY ENGINEERING DEPARTMENT.
 4. THE UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY ENGINEERING DEPARTMENT AND SHALL BE IN ACCORDANCE WITH THE CITY ENGINEERING DEPARTMENT.



TOTAL DISTURBED AREA = 8.5 ACRES

7. Resolution Adopting Policy for Mutual Assistance

**RESOLUTION ADOPTING A POLICY FOR MUTUAL ASSISTANCE
WITH OTHER LAW ENFORCEMENT AGENCIES**

WHEREAS, pursuant to North Carolina General Statutes §160A-288, the governing body of a city may adopt appropriate guidelines for the purpose of mutual assistance with other municipal and county law enforcement agencies; and

WHEREAS, pursuant to said laws, the law enforcement assistance to be rendered authorizes lending officers to work temporarily with officers of the requesting agencies, including in an undercover capacity, and lending equipment and supplies; and

WHEREAS, it is deemed to be in the best interests of the citizens of the City of Roxboro to adopt a reasonable policy and guidelines whereby reciprocal law enforcement assistance can be both rendered to and obtained from other governmental jurisdictions; and

WHEREAS, such reciprocal assistance is necessary for effective law enforcement for the protection of the citizens of the City of Roxboro;

NOW, THEREFORE, BE IT REOLVED BY THE ROXBORO CITY COUNCIL THAT:

1. The Chief of Police is hereby authorized to enter into mutual assistance arrangements with other municipal and county law enforcement agencies, provided that the head of the requesting law enforcement agency makes such a request in writing.

2. The Chief of Police is hereby authorized to permit officers of the Roxboro Police Department to work temporarily with officers of the requesting agency, including in an undercover capacity, and the Chief of Police may lend such equipment and supplies to requesting agencies as he/she deems advisable.

3. All such requests and authorizations shall be in accordance with North Carolina General Statutes §160A-288, as applicable.

4. While working with a requesting agency, an officer shall have the same jurisdiction, powers, rights, privileges and immunities (including those relating to the defense of civil actions and payment of judgements) as the officers of the requesting agency in addition to those the officer normally possesses.

5. While on duty with the requesting agency, an officer shall be subject to the lawful operational commands of the officer's superior officers in the requesting agency, but the officer shall, for personnel and administrative purposes, remain under the control of the officer's own agency, including for purposes of pay. An officer shall furthermore be entitled to worker's compensation and the same benefits to the extent as though he were functioning within the normal scope of the officer's duties.

6. The Chief of Police is hereby authorized to enter into mutual assistance agreements with other law enforcement agencies in accordance with such reasonable arrangements, terms and conditions as may be agreed upon between the respective heads of the law enforcement agencies.

_____ moved for the adoption of the foregoing resolution.

_____ seconded the motion and, upon vote, the same was adopted.

This the _____ day of _____, 2018.

Marilyn P. Newell
Mayor

Attest:

Trevie Adams, MMC/NCCMC
City Clerk

8. Paving Contract - Old Durham Road

**Bids
To Be
Distributed
At
Council Meeting**
(Paving Contract – Old Durham Rd.)

9. Sale of City Property

Sale of City Property

At the March City Council meeting, a request was received to purchase approximately 1,000 sq. ft. of property located on North Main Street. The property is adjacent to Fire Station #3 and is a part of the lot that the ½ million-gallon water tank is located.

Don Clayton made the request in order to construct a garage. Due to topography, his lot has limited area suitable for building. By purchasing the area, he would be able to meet all zoning setback plus slope the bank behind the proposed garage without obtaining an easement from the city.

City Council approved going with GS 160A-269 Negotiated Offer, Advertisement and Upset Bid process.

Don Clayton appeared before the City Clerk and bid \$500.00. He paid a deposit and the bid was advertised. The bid has to be open for 10 days to allow for an upset bid. The 10 days from the date of advertisement will be April 6, 2018.

As of April 5, 2018 no upset bids have been received. If an upset bid is received, it will be advertised and the process starts over. The process continues until no upset bid is received.

If the original bid is not upset, City Council, at the April City Council meeting, has the option to accept or reject the bid. If City Council accepts the bid, the high bidder will have to survey the property and have a deed prepared. City Council has the right to reject the offer.

10. Financial & Tax Report

City of Roxboro, North Carolina
Financial Statement - Unadjusted
Modified Accrual Basis
For the Eight Months Ended February 28, 2018

	Original Budget	Amended Budget	Actual	Annual Variance Favorable (Unfavorable)	66.67% Percent of Budget
General Fund (10)					
Ad Valorem Taxes	\$ 4,725,597	\$ 4,725,597	\$ 4,636,463.96	\$ (89,133.04)	98.11%
Local Option Sales Tax	1,585,466	1,595,434	1,157,980.19	(437,453.81)	72.58%
Other Taxes and Licenses	12,000	12,000	10,444.81	(1,555.19)	87.04%
Unrestricted Intergovernmental	983,648	983,648	440,439.18	(543,208.82)	44.78%
Restricted Intergovernmental	637,276	737,276	583,532.48	(153,743.52)	79.15%
Permits and Fees	7,000	7,000	4,385.00	(2,615.00)	62.64%
Sales and Services	667,120	667,120	442,635.87	(224,484.13)	66.35%
Miscellaneous	21,000	53,500	64,159.13	10,659.13	119.92%
Investment Earnings	2,500	2,500	7,294.14	4,794.14	291.77%
Interfund Transfers	1,131,557	1,203,472	657,704.00	(545,768.00)	54.65%
Sale of Fixed Assets	15,000	15,000	1,462.31	(13,537.69)	9.75%
Total Revenues	9,788,164	10,002,547	8,006,501.07	(1,996,045.93)	80.04%
Expenditures:					
Governing Body - City Council	207,026	208,993	177,959.00	31,034.00	85.15%
City Hall Administration	566,487	646,403	472,904.26	173,498.74	73.16%
Finance	255,152	255,152	194,196.58	60,955.42	76.11%
Sales Tax	88,100	88,100	72,834.40	15,265.60	82.67%
Tax Collections	64,194	64,194	65,245.61	(1,051.61)	101.64%
Buildings & Grounds	266,923	266,923	102,302.74	164,620.26	38.33%
Safety / Purchasing	22,625	22,625	13,482.33	9,142.67	59.59%
Police	3,127,834	3,181,584	1,916,319.23	1,265,264.77	60.23%
Fire	2,003,748	2,003,748	1,246,414.28	757,333.72	62.20%
Emergency Communications 911	95,800	95,800	56,690.41	39,109.59	59.18%
Transportation - Streets	1,986,644	1,986,644	923,814.82	1,062,829.18	46.50%
Environmental Protection	1,079,582	1,079,582	527,624.99	551,957.01	48.87%
Economic Development	259,281	359,281	127,011.10	232,269.90	35.35%
Cultural & Recreational	500	500	-	500.00	0.00%
Debt Service	539,120	539,120	97,304.69	441,815.31	18.05%
Interfund Transfers	75,000	75,000	-	75,000.00	0.00%
Total Expenditures	10,638,016	10,873,649	5,994,104.44	4,879,544.56	55.13%
Excess of Revenues Over (Under) Expenditures	(849,852)	(871,102)	2,012,396.63	2,883,498.63	
Other Financing Sources					
Proceeds of Capital Lease	583,392	583,392	-	(583,392.00)	0.00%
Fund Balance Appropriated	266,460	287,710	-	(287,710.00)	0.00%
Total Other Financing Sources	849,852	871,102	-	(871,102.00)	0.00%
Excess of Revenues Over (Under) Expenditures	\$ -	\$ -	2,012,396.63	\$ 2,012,396.63	
Fund Balance Beginning of Year			4,702,534.97		
Fund Balance Current Period			\$ 6,714,931.60		

**City of Roxboro, North Carolina
Financial Statement - Unadjusted
Modified Accrual Basis
For the Eight Months Ended February 28, 2018**

	Original Budget	Amended Budget	Actual	Annual	
				Variance Favorable (Unfavorable)	66.67% Percent of Budget
Enterprise Funds					
Revenues:					
Water & Sewer Fund 60					
Charges for Services	\$ 5,236,752	\$ 5,236,752	\$ 3,488,938.13	\$(1,747,813.87)	66.62%
Assessments	-	-	-	-	#DIV/0!
Tapping Fees	20,000	20,000	28,840.56	8,840.56	144.20%
Other Operating Revenues	35,475	35,475	9,701.03	(25,773.97)	27.35%
Nonoperating Revenues	500	500	103.02	(396.98)	20.60%
Interfund Transfers-MERP	-	24,050	-	-	-
Interfund Transfers	924,719	924,719	-	(924,719.00)	0.00%
Sale of Fixed Assets	15,000	15,000	120.00	(14,880.00)	0.80%
Total Water & Sewer Fund 60	6,232,446	6,256,496	3,527,702.74	(2,704,743.26)	56.38%
Triple Tier Fund 61					
Operating Revenues	6,965	6,965	5,601.71	(1,363.29)	80.43%
Nonoperating Revenues	100	100	32.35	(67.65)	32.35%
Rural Center Engineering Grant	-	-	-	-	#DIV/0!
Capital Reserve Fund 69					
Operating Revenues	704,247	704,247	517,464.35	(186,782.65)	73.48%
Nonoperating Revenues	1,500	1,500	1,219.29	(280.71)	81.29%
Interfund Transfers	-	-	-	-	#DIV/0!
Total Revenues	6,945,258	6,969,308	4,052,020.44	(2,893,237.56)	58.14%
Expenditures:					
Public Utilities: Administration	-	-	-	-	#VALUE!
Sales Tax	-	-	-	-	#DIV/0!
Billing & Collection	171,938	176,138	75,847.36	100,290.64	43.06%
Meter Section	281,863	281,863	203,944.07	77,918.93	72.36%
Raw Water Supply	58,294	58,294	40,345.99	17,948.01	69.21%
Water Plant	1,400,199	1,405,689	887,026.27	518,662.73	63.10%
Water Maint and Construction	647,114	650,914	369,767.67	281,146.33	56.81%
Wastewater Plant II	127,955	127,955	64,956.80	62,998.20	50.77%
Wastewater Plant	1,194,179	1,196,514	668,475.99	528,038.01	55.87%
Pump Stations	417,978	417,978	238,261.63	179,716.37	57.00%
Wastewater Maint & Construction	436,882	445,107	269,030.43	176,076.57	60.44%
Debt Service	479,487	479,487	470,824.08	8,662.92	98.19%
Interfund Transfers-MERP	-	-	-	-	-
Interfund Transfers	1,016,557	1,016,557	675,704.00	340,853.00	66.47%
Total Water & Sewer Fund 60	6,232,446	6,256,496	3,964,184.29	2,292,311.71	63.36%
Triple Tier Fund 61	7,065	7,065	-	7,065.00	0.00%
Capital Reserve Fund 69	705,747	705,747	-	705,747.00	0.00%
Total Expenditures	6,945,258	6,969,308	3,964,184.29	3,005,123.71	56.88%
Excess of Revenues Over (Under) Expenditures	-	-	87,836.15	111,886.15	
Other Financing Sources					
Proceeds of Capital Lease	-	-	-	-	#DIV/0!
Interfund Transfers 61 TT	-	-	-	-	#DIV/0!
Fund Balance Appropriated 60 WS	-	-	-	-	#DIV/0!
Fund Balance Appropriated 61 TT	-	-	-	-	#DIV/0!
Fund Balance Appropriated 69 CR	-	-	-	-	#DIV/0!
Total Other Financing Sources	-	-	-	-	#DIV/0!
Excess of Revenues Over (Under) Expenditures	\$ -	\$ -	87,836.15	\$ 111,886.15	
Fund Balance Beginning of Year			2,262,190.12		
Fund Balance Current Period			\$ 2,350,026.27		

**City of Roxboro, North Carolina
 Financial Statement - Unadjusted
 Modified Accrual Basis
 For the Eight Months Ended February 28, 2018**

<u>Original Budget</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>	<u>Annual 66.67% Percent of Budget</u>
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<u>Central Depository</u>				
Cash	11100000	2,883,768.14		
BB&T MMA	11100001	128,217.09		
NCCMT	11100002	2,072,252.42		
Flexible Spending Account AFLAC	11100003	44,914.55		
Roxboro Savings Bank	11100004	518,733.87		
Gateway Bank MMA Finistar	11100005	-		
CD's	11130000	-		
Total Cash and Investments		\$ 5,647,886.07		\$5,647,886.07
<u>Breakdown by Fund:</u>				
General	10	\$ 6,065,743.46		
CDBG-Revolving Loan Fund	13	81,028.46		
Vehicle Special Revenue	26	3,797.80		
Ridge Road Capital Project	30	(589,384.44)		
Stormwater Capital Fund	50	130,037.66		
Enterprise	60	(455,351.39)		
Triple Tier Water	61	21,378.16		
Capital Reserve	69	894,774.37		
Wastewater Plant Capital Project	71	(828,966.78)		
Annexation Area Capital Project	73	198,612.14		
Christmas Club / Flex Fund	75	51,503.12		
LEO Pension Trust Fund	79	74,713.51		
Reserve for Interest Earned		-		
Total of Fund's Cash and Investments		\$ 5,647,886.07		\$5,647,886.07

City of Roxboro, North Carolina
Fund Balance
General Fund
As of February 28, 2018

	General Fund			
	28-Feb-18 Fund Balances	Percentage of Total Fund Balance	Percentage of Fiscal Year 2018 Budget	Percentage of Prior Year Actual Expenditures
Fund Balances				
Reserved				
Reserved for inventories	\$ 45,118	0.67%	0.41%	0.44%
Reserved by state statute	653,781	9.74%	6.01%	6.33%
Reserved for streets - Powell Bill	287,458	4.28%	2.64%	2.78%
Reserved for cemetery	30,269	0.45%	0.28%	0.29%
Reserved for drug enforcement	-	0.00%	0.00%	0.00%
Reserved for public safety	<u>134,988</u>	<u>2.01%</u>	<u>1.24%</u>	<u>1.31%</u>
Total fund balance reserved	<u>1,151,614</u>	<u>17.15%</u>	<u>10.59%</u>	<u>11.14%</u>
Unreserved				
Designated by Council	-	0.00%	0.00%	0.00%
Designated for subsequent year's expenditures	-	0.00%	0.00%	0.00%
Undesignated	<u>5,563,318</u>	<u>82.85%</u>	<u>51.16%</u>	<u>53.84%</u>
Total fund balance unreserved	<u>5,563,318</u>	<u>82.85%</u>	<u>51.16%</u>	<u>53.84%</u>
Total equity and other credits	<u>\$ 6,714,932</u>	<u>100.00%</u>	<u>61.75%</u>	<u>64.98%</u>
Budget Ordinance for June 30, 2018, as Amended			\$ 10,873,649	
Prior Year Expenditures				\$ 10,333,189

City of Roxboro, North Carolina
Fund Balance
Enterprise Fund
As of February 28, 2018

	Enterprise Fund			
	28-Feb-18 Fund Balances	Percentage of Total Fund Balance	Percentage of Fiscal Year 2018 Budget	Percentage of Prior Year Actual Expenditures
Fund Balances				
Reserved				
Reserved for encumbrances	\$ 14,267	0.61%	0.27%	0.28%
Reserved by state statute	422,861	17.99%	8.07%	8.26%
Reserved for capital outlay (C89 + C91)	<u>1,784,478</u>	<u>75.93%</u>	<u>34.06%</u>	<u>34.85%</u>
Total fund balance reserved	2,221,606	94.54%	42.40%	43.39%
Unreserved				
Designated for subsequent year's expenditures	-	0.00%	0.00%	0.00%
Undesignated	<u>128,420</u>	<u>5.46%</u>	<u>2.45%</u>	<u>2.51%</u>
Total fund balance unreserved	<u>128,420</u>	<u>5.46%</u>	<u>2.45%</u>	<u>2.51%</u>
Total equity and other credits	<u>\$ 2,350,026</u>	<u>100.00%</u>	<u>44.85%</u>	<u>45.90%</u>
Budget Ordinance for June 30, 2017, as Amended			\$ 5,239,939	
Prior Year Expenditures				\$ 5,120,360

**City of Roxboro
Tax Collection Report
For the Month Ended
31-Mar-18**

	2017 Tax Levy	2016 Tax Levy	2015 Tax Levy
Original Levy	\$ 4,350,663.68	\$ 4,342,813.89	\$ 4,197,916.89
Motor Vehicles Added to Levy	0.00	0.00	0.00
Motor Vehicles Added to Levy-DMV	296,893.33	493,114.72	340,607.97
Public Utilities	-	-	-
Adjusted Original Levy	<u>4,647,557.01</u>	<u>4,835,928.61</u>	<u>4,538,524.86</u>
+Discoveries	<u>105,836.64</u>	<u>123,960.93</u>	<u>439,665.94</u>
Levy	<u>4,753,393.65</u>	<u>4,959,889.54</u>	<u>4,978,190.80</u>
-Releases	<u>10,993.54</u>	<u>5,990.49</u>	<u>24,535.72</u>
Current Levy	<u>4,742,400.11</u>	<u>4,953,899.05</u>	<u>4,953,655.08</u>
Collection year-to-date	\$ 4,605,043.54	\$ 4,915,996.08	\$ 4,934,726.63
Uncollected	\$ 137,356.57	\$ 37,902.97	\$ 18,928.45
Collection % of Current Levy	97.10%	99.23%	99.62%
Property Tax Rate Per \$100	\$ 0.670	\$ 0.670	\$ 0.660

11. Assistant Manager's Report

Assistant City Manger's Report

Wastewater Treatment Plant Bid Process – After City Council accepted the loan offer from USDA, the construction bid package was finalized and advertised. The bid schedule is as follows:

Advertise for Bid:	Plan Rooms	April 2, 2018
	News Paper	April 7,2018
Pre-Bid Meeting:		April 23,2018
Receive Bids:		May 9,2018
Submit to LGC:		May 11,2018
Attend LGC Meeting:		June 5,2018
City Council Award:		June 12,2018

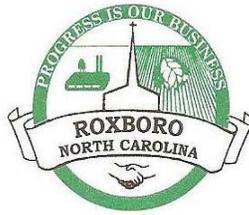
The scheduled was prepared by LaBella to meet LGC's calendar. The Local Government Commission still to approve the loan from USDA and they want the City to receive the bids to make sure the loan covers the cost.

Employee Retirement – Mr. Eddie Moody, Public Works Superintendent is retiring effective Wednesday April 11, 2018. Mr. Moody was hired in 2003 as the Garage Supervisor and was promoted to Public Works Superintendent in 2008.

I would like to thank him for his service to the City of Roxboro and wish him well in his new adventures!

New Permit Requirements – The Water Plant has received its new wastewater treatment plant discharge permit. There are numerous changes to the permit. The number of substances that have to be monitored has been greatly increased. Also the way the samples are obtain has changed. The old permit allowed for grab samples, the new permit requires a composite sample. The lab at the water plant is not certified to run a lot of the test. Some are being run at the wastewater plant lab and some are being sent to outside labs. The sampling process is being evaluated and changes may be needed. If needed the changes will be reflected in the upcoming budget.

12. Manager's Report



City of Roxboro

MEMORANDUM

TO: Mayor Newell and City Council
FROM: Brooks Lockhart
SUBJECT: Manager's Report
DATE: April 10, 2018

- Please take note of several upcoming dates.
 - NCDOL Safety Awards Banquet – Thursday, April 12th at Homestead Steakhouse
 - EDC/PCBIC Meetings, April 24th, 4pm at Piedmont Community College in Room S-100
 - Special Olympics Opening Ceremony 9am on May 2nd at Person County High School
 - City Council Meeting, 7pm on May 8th at City Hall
 - Budget Work Session #2, 6pm on May 15th at City Hall
 - Open Enrollment at City Hall– May 22 & 23, 2018
 - Budget Work Session #3, 6pm on May 29th at City Hall
- The software conversion is underway. There has been a conversion specialist at City Hall for the last two weeks. Work has focused on establishing security roles, general ledger configuration, legacy data views, payroll configuration, and accounts payable configuration. The onsite work will continue until implementation in August.
- As shared by the Planning Director in late March, NCDOT has sent out a mailer regarding the Madison Boulevard project. People in our community have started to receive the mailer and it is likely that Council members will be asked questions about the safety enhancements. As noted in the mailer, NCDOT is undertaking environmental studies to collect data and planning. It is my understanding that the design is not complete and there will be public meetings on the project in 2018 and 2019. The mailer also included important contacts for the project: Robert Boot (Atkins Project Manager) at 919-431-5276 and Ben Upshaw (NCDOT Division 5 Project Manager).
- As noted in Assistant Manager Warren's Report, we have a tentative schedule for the seeking LGC approval for the Wastewater Treatment Plant Project Loan. I thought it would be appropriate to remind Council that the City has retained the Bond Counsel firm of McGuireWoods. Upon receiving of the bids, the bond counsel will prepare the submittal for the LGC's consideration.
- Staff held a meeting with LGC staff this week. We reviewed several of the enhancements the City has implemented over the last year, which include but are not limited to: the new purchasing policies, the implementation of a new fiscal management software, and the switching of our auditing firm. LGC staff advised that our Finance Officer is responsible to be a signature on instruments for payment. It was suggested that all staff responsible for the signing of checks be sworn in as Deputy Finance Officers. I am requesting that Trevie Adams, Tommy Warren and Brooks Lockhart be sworn in this evening as Deputy Finance Officers.