



TOWN OF CORNELIUS

Cornelius Town Hall

BOARD OF COMMISSIONERS

February 17, 2020

Agenda

PRE-MEETING - 5:45 PM

- **FY21 ElectriCities Priorities**
- **Agenda Review**
- **Closed Session - Contractual Matter Under Attorney-Client Privilege**

TOWN BOARD - 7:00 PM

1. **CALL TO ORDER**
2. **DETERMINATION OF QUORUM**
3. **APPROVAL OF AGENDA**
4. **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
5. **MAYOR/COMMISSIONERS/MANAGER REPORTS**
6. **CITIZEN CONCERNS/COMMENTS**
7. **PRESENTATIONS**
 - A. **Livable Meck Partners**
 - B. **AED Donation from Operation Sweet Tooth**
 - C. **LKN Area Safer Cycling**
8. **PUBLIC HEARING**
 - A. **REZ 02-20 Bailey Road Flex Site Public Hearing #1**
9. **CONSIDERATION OF APPROVAL**
 - A. **Catawba/US21 Dual Roundabouts(C-5621) - NCDOT Municipal Agreement**
 - B. **Resolution Calling Public Hearing GO Bond Extension**
10. **CONSENT AGENDA**
 - A. **Approve Minutes - Regular Meeting**
 - B. **Approve Minutes - Closed Session**
 - C. **FY 2020 Audit Contract**
 - D. **Tax Refunds**
11. **COMMISSIONER CONCERNS**
12. **ADJOURNMENT**

Please note that to speak during **CITIZENS CONCERNS/COMMENTS** or **PUBLIC COMMENT**, please use the signup sheet provided before the Board meeting and list your name, address and topic. Each speaker will be allowed 3 minutes to speak. A "hard

stop" will occur after 3 minutes for each speaker. Any information displayed must be submitted to the Town Clerk within 48 hours prior meeting.

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: February 17, 2020

To: Mayor and Board of Commissioners

From: Andrew Grant, Town Manager

Action Requested:

Don Mitchell will give a presentation on ElectriCities priorities for FY21.

Manager's Recommendation:

Hear presentation.

ATTACHMENTS:

Name:	Description:	Type:
 ElectriCities.pdf	FY21 Priorities	Presentation



Town of Cornelius Proposed FY 2021 Budget

February 17, 2020

System Planning Study Highlights

- **Completed 10 Year System Study**
- Determine Current and Future (10 Year) System Requirements, Constraints, and Needs. Develop Capital Requirements to Meet Future System Needs
- **Current System lacks Capacity for now and Future**
- New Substation Needed- \$3,000,000 FY21-FY23
- Renovate Zion Road Substation- \$732,000 FY24-FY25
- Main Street- \$564,000 FY21-FY28
- Growth, Regulatory, Maintenance- \$624,600 FY21-FY29
- FY21 Capital- \$460,200
- Total Capital- \$4,900,000 FY21-FY29

- **Cost of Service Study**
 - To Be Completed Late February 2020
 - Use System Study Capital Requirements
 - Develop Fund Balance Minimum and Target Levels
 - Determine if Existing Rates are Properly Recovering Costs
 - Review if Rates can be Adjusted to Cost Basis
 - Project Rate Path/Financing to Meet Future Requirements



- **OSMOSE Inspected 744 Poles**
 - 222 Poles With Decay- 29.8%
 - 118 Treated Should Last 10 Years
 - 104 Rejected- 14%
 - Rejected Poles- Strengthened or Replaced
 - Replaced- \$2500/pole Average- \$260,000
 - Strengthened- \$800/pole Average- \$83,200
 - Evaluating Numbers for Replacement/Strengthening
 - Approximately 200 Poles to be Inspected FY21



Electric System Maintenance

- Typical Annual Electric System Maintenance Man-hour Requirements

<u>Cornelius Maintenance Activities</u>				
Maintenance Activity	Number	Frequency	Man-Hours	Annual Man-Hours
Residential Patrol-Repair	3450	0.25	2	1725
Commercial Patrol-Repair	499	0.5	4	998
Switches-Operate-Lubricate	50	1	20	1000
Substation Inspections	1	52	6.5	338
Meter Inspections	3949	0.25	0.25	247
Circuit Balancing	5	2	45	450
Voltage Regulator Maintenance	5	0.2	80	80
Street Light Patrols	1	2	20	40
Backbone Feeder Inspection	5	1	30	150
			Total	5,028

- These Maintenance Items are Currently NOT Being Performed

Electric System Maintenance Needs



Broken Secondary
Pedestal and Base. Hole in
base allows access to
energized conductors.

Electric System Maintenance Needs

Secondary Pedestal- Hole through side. Base has broken- Top can be removed exposing energized conductors.



Electric System Maintenance Needs

Secondary Pedestal with hole.
Energized Conductors inside.



Electric System Maintenance Needs



Primary Cabinet with hole. Energized Primary Cables inside Cabinet.

Electric System Maintenance Needs



Transformer in a bush

Electric System Maintenance Needs

Broken Transformer Pad.
Possible Access to energized
conductors/damage to
transformer.



Electric System Maintenance Needs

- Allocate Additional Labor Resources in 2020-2021 to Begin Addressing Maintenance Issues.
- Focus on:
 - Regulator Maintenance
 - Substation Patrols
 - Residential Patrols-Repairs
 - Commercial Patrols-Repair
- Add 3200 man-hours to Address Maintenance
- \$181,500 Increase to Salaries and Benefits
- If Not Completed Additional Outages, Major Repairs, Higher Costs, Potential Injuries.



Electric System Substation Maintenance

- Add recurring \$46,700 for Substation Maintenance
- Substation Maintenance Not being Performed
- Annual Maintenance Items
 - Rebuild Voltage Regulators-1 Set Per Year @ \$15,000
 - Contract Substation Maintenance Crew 2 Weeks @ \$24,400
 - Oil Testing @ \$2,400
 - Parts Misc. Maintenance \$4,900

- Electricities Overhead 13% Human Resources
Total Cost Allocated to Cornelius/Huntersville
- HR Charges Phased in Since FY19
- FY19-3%, FY20-7%, FY21-10%- (\$51,600)
- One More Year of Phase in
- HR Assumed Full Staff of 4 for FY21 (Not Full Previously)
- FY 21 Also Includes Safety and Training Staff Costs
- FY 20 Safety Audits Revealed Significant Issues
- FY 21 Renewed Safety Emphasis
- More Frequent Safety and Training Presence
- Additional Safety Training

- FY21 Includes Potential 4% Merit Increase
- Formal Apprenticeship Program- Career Ladder for Line Technicians to Train/Advance to Journeyman Level- 5 Steps/Pay Increases
- Market Study-
 - Completion Mid 2020
 - Preliminary Data- Line Technician Pay Below Market
 - Implementation- TBD Late 2020

Major Capital Projects – FY21

Description/Location	Cost
Cornelius Woods	\$102,500
Cain Art Center	\$50,000
*New Substation	\$108,000
*Mecklenburg Regional Rec	\$102,000
*Utility Line Burial	\$144,000
*Asset/Pole Replacement	\$150,000
Other Projects/Misc.	\$170,000
Vehicles	\$265,000
Total	\$1,091,500
* Items from System Study 10 Year Capital Plan	



- **Questions?**

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: February 17, 2020

To: Mayor and Board of Commissioners

From: Andrew Grant, Town Manager

Action Requested:

Hold a Closed Session to discuss a contractual matter under attorney-client privilege.

Manager's Recommendation:

Hold a Closed Session.

ATTACHMENTS:

Name:	Description:	Type:
No Attachments Available		

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: February 17, 2020

To: Mayor and Board of Commissioners

From: Andrew Grant, Town Manager


Action Requested:

County Manager Dena Diorio will give a presentation on Livable Meck.

Manager's Recommendation:

Hear presentation.

ATTACHMENTS:

Name:	Description:	Type:
 Livable Meck County Manager Presentation to Cornelius February 17.pdf	Livable Meck	Presentation



LIVABLE MECK

BETTER...TOGETHER.



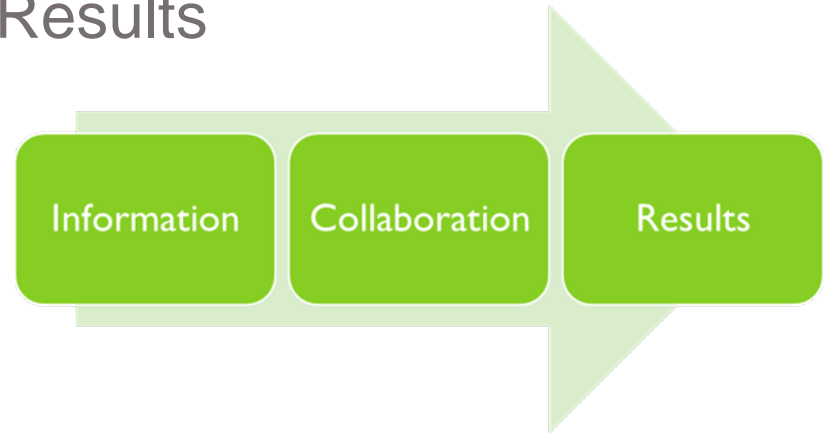
DENA DIORIO
MECKLENBURG COUNTY MANAGER





TODAY'S PRESENTATION

- ▶ Brief History of Livable Meck
- ▶ **Voice of the Community** Results
- ▶ New Quality of Life Plan
- ▶ Plan into Action





WHAT IS LIVABLE MECK?



Overview

- ▶ Community growth – **anticipate 1 million more by 2030***
- ▶ Need for a community-wide plan
- ▶ Foundation For The Carolinas, City of Charlotte, and Mecklenburg County

Intent

- ▶ Protect and enrich the quality of life within our community.
- ▶ Create an **engagement infrastructure**.
- ▶ Increase coordination; foster innovation and creativity.
- ▶ Avoid duplication of efforts; address service gaps.
- ▶ Learn more at www.livablemeck.com.





MECKLENBURG COUNTY'S ROLE



Convener

Partner

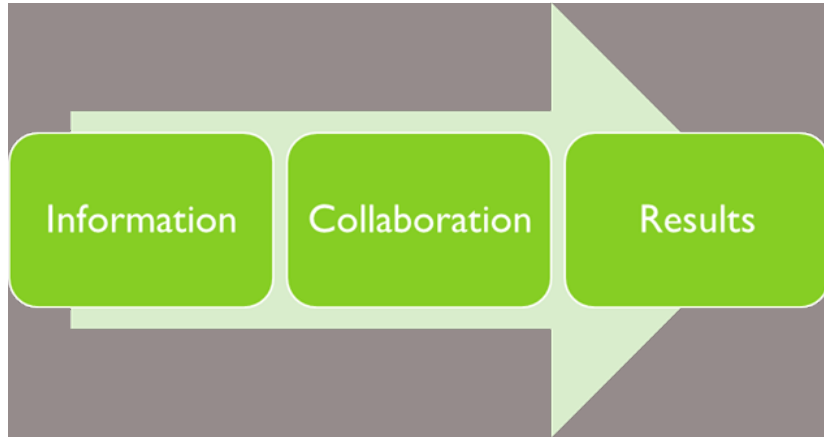


REBECCA J. HERBERT
COMMUNITY ENGAGEMENT & STRATEGY MANAGER





VALUE TO PARTNERS



Collaboration Techniques

- ▶ Engagement Cafés – Foster open communication and sharing within a comfortable environment. Focuses on a guiding principle or strategy. 2-3 hours, 3-4 times each year.
- ▶ Lunch & Learn – On-site and condensed opportunity on a specific topic. 90-minutes, 1-2 times each year.
- ▶ Social Media
- ▶ Facilitation Services

VALUE TO PARTNERS

INFORMATION	COLLABORATION	RESULTS
Mental Health Stigma	Engagement Café with Novant, Atrium, and Forest Hill Church	Mental Health First Aid Certification (16 Partner Organizations)
Untapped talent pool; population rates of individuals with disabilities	Engagement Café with Autism After 18, NC Vocational Rehab, and Leadership NC	Pilot employment programs (2 Partner Organizations)
Need for computer training for low income residents	Identified Partner who specializes in digital inclusion and training	Digital Accelerator Program expands to include low income residents in Pineville
Recycling rates/behaviors	Facilitated meetings between Arts & Science Council and Mecklenburg Solid Waste to address behaviors	“Art of Recycling” program sponsored temporary public art at 2 libraries, a recreation center, and the Community Resource Center

VOICE OF THE COMMUNITY

- ▶ *Summary Video on www.livablemeck.com*



VOC BY THE NUMBERS

5

Research
Methods

50

Engagement
Opportunities

4,200

Participants
Engaged

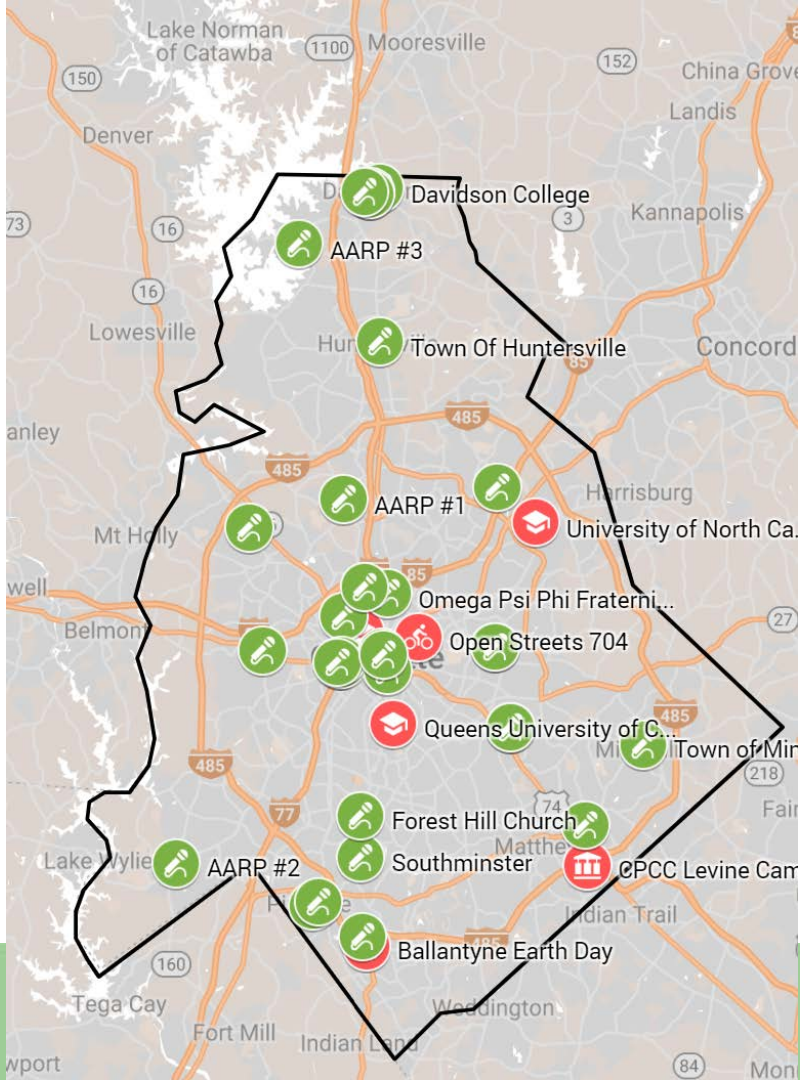
THANK YOU!

**Northwood
Sustain Charlotte
Davidson UMC
Southminster
Town of Davidson
Town of Huntersville
Town of Matthews
Town of Mint Hill
Town of Pineville
Matthews Chamber of
Commerce
Matthews Human Services
Council
Aldersgate
UNC Charlotte
Goodwill of the Southern
Piedmont
Cokesbury UMC
Open Streets 704**

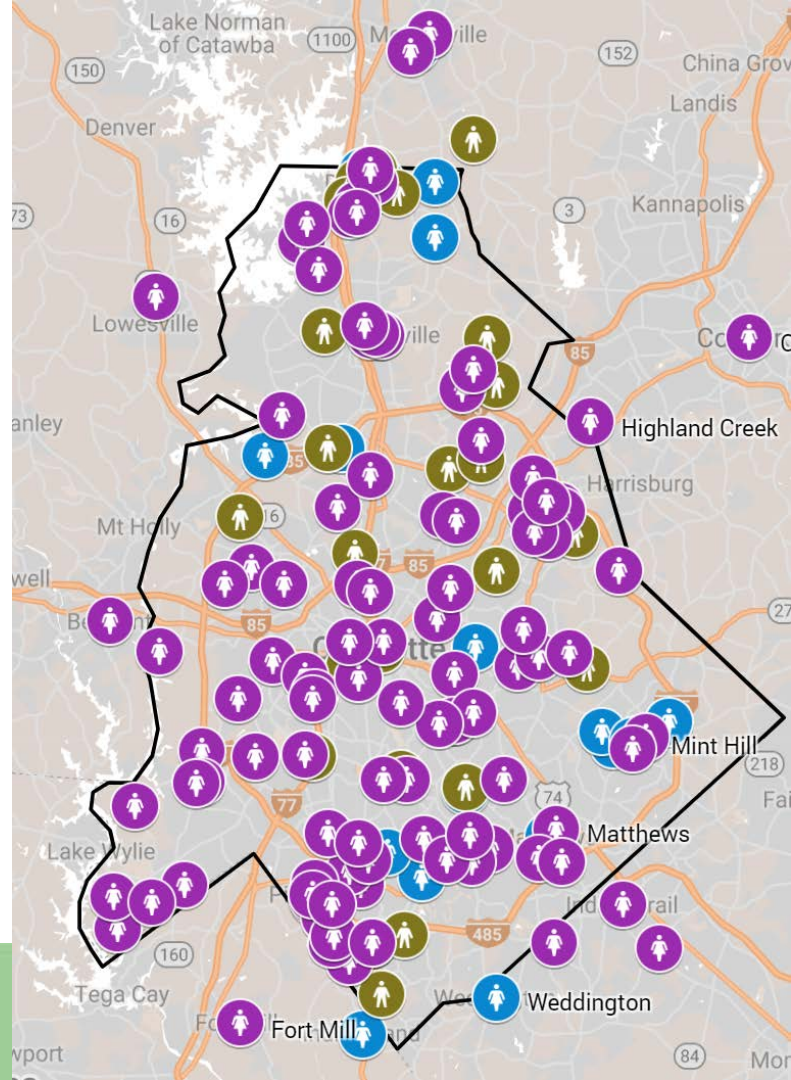
**AARP
Omega Psi Fraternity
Davidson College
Queens University
Pineville Neighbors Place
Promising Pages
Derita Neighborhood Association
Urban Institute
CMG Retiree Association
Centralina COG
GenerationNation
Discovery Place
Queen City Unity
Ada Jenkins Center
Forest Hill Church
International Sandwich Festival
Davidson Connections
Resident Culture Brewery Run
Club**

**Digital Charlotte
Johnson C. Smith University
Charlotte Literacy
Roundtable
265 Point Total Fitness
Trees Charlotte
Matthews Police
Department
Air Quality Business
Coalition
Belk Foundation
Young Democrats
Mecklenburg County DSS
Mecklenburg County CJS
Mecklenburg County CSS
Mecklenburg County
LUESA
A Mighty Fortress Lutheran
Church**

Engagement Locations



Participant Neighborhoods



Wave 1 – Reviewed 8 Guiding Principles, Prioritized, Identified What's Missing, & Envisioned the Great Community

A light blue downward-pointing arrow indicating the flow from Wave 1 to Wave 2.

Wave 2 – Reviewed Wave 1 Revisions, Prioritized, Refined, & Envisioned the Great Community

A light blue downward-pointing arrow indicating the flow from Wave 2 to Wave 3.

Wave 3 – Reviewed Wave 2 Results, Finalized, and Identified a Path Forward



KEY COMMUNITY PRIORITIES & DEFINITIONS



VISION OF A GREAT COMMUNITY

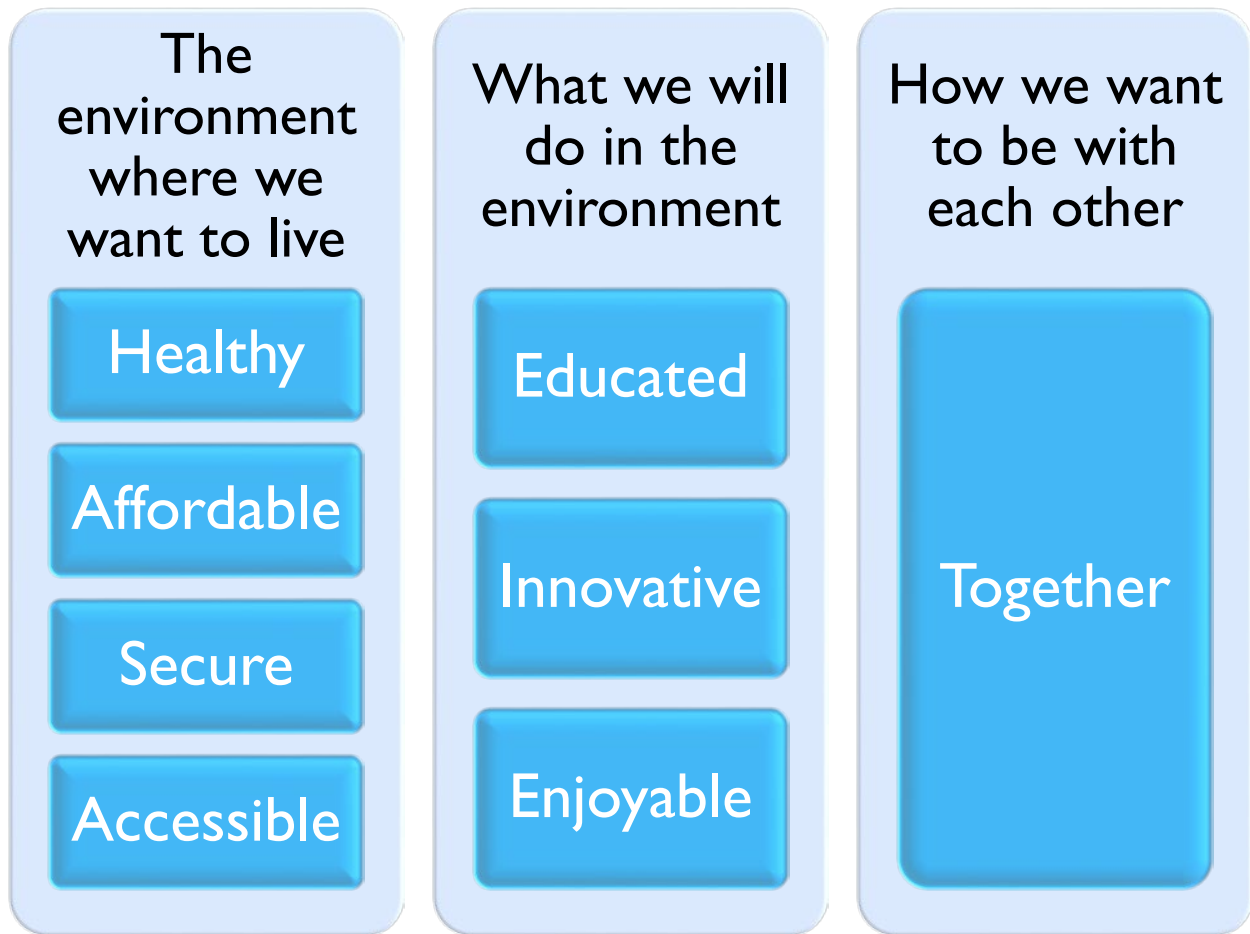
- ▶ Residents want to live in a healthy, accessible, affordable, and safe community.
- ▶ They want to live in a community with a togetherness, a unity, with opportunities for all. Those could be opportunities for businesses, for jobs, for recreation, entertainment, or education...
- ▶ ...and the community and its residents are prepared for what those opportunities and the future may bring.

WHAT NEEDS TO HAPPEN...KEY PHRASES FROM FORUMS AND SURVEYS





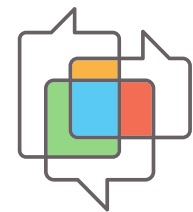
THE LIVABLE MECK PLAN



COMMUNITY



PROGRESS REPORT



LIVABLE
MECK



PROGRESS REPORT

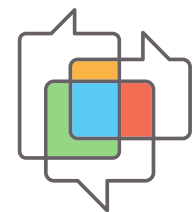
- Voice of the Community (page 4)
- **Livable Meck Plan** (pages 8-9)
- Results (pages 10-25)
- Quality of Life Explorer (page 26)

WHAT'S NEXT IN 2020

- ▶ **Stay Involved!**
- ▶ **Engagement Cafés**
 - Skilled trades education and employment opportunities (Spring 2020)
- ▶ **Workshops/Webinars for Partners**
 - Webinar on February 12, 2020
 - Workshops upon request
 - Webinar and workshops offer “how to” assistance for using the VOC results and Livable Meck Plan in planning, operations, etc.
- ▶ **Earth *Month* 2020 – Celebrating the 50th anniversary of Earth Day**



THANK YOU!



LIVABLE
MECK

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: February 17, 2020

To: Mayor and Board of Commissioners

From: Troy Fitzsimmons, PARC Director


Action Requested:

Hear a presentation regarding a donation of three automated external defibrillators (AEDs) from Operation Sweet Tooth and recognize Mr. Greg Latini for his foundation's generous donation.

Manager's Recommendation:

Hear presentation.

ATTACHMENTS:

Name:	Description:	Type:
 AED_Donation_Recognition.pdf	AED donations	Presentation



AUTOMATED EXTERNAL DEFIBRILLATOR (AED) DONATION FROM OPERATION SWEET TOOTH



Cornelius Town Board
February 17, 2020



Background

- According to the Centers for Disease Control (CDC), cardiac arrest is an important public health issue with widespread incidence:
 - In 2015, more than 350,000 people experienced out-of-hospital cardiac arrest with a mortality rate of 70-90%.
- Installing AEDs at parks has proven to save lives.
- No AED program was currently in place at our parks.
- Greg Latini with Operation Sweet Tooth offered to donate three AEDs to Cornelius PARC to initiate an AED program.



AED donation saves life at Huntersville park



By Robin Kanady, FOX 46 Charlotte

Posted Apr 26 2019 08:27PM EDT
Video Posted Apr 26 2019 06:25PM EDT

HUNTERSVILLE, N.C. (FOX 46 CHARLOTTE) - Some Good Samaritans saved a man's life at a Huntersville park Thursday using an automated external defibrillator put in place by a man who lost his 8-year-old daughter to a heart disease.

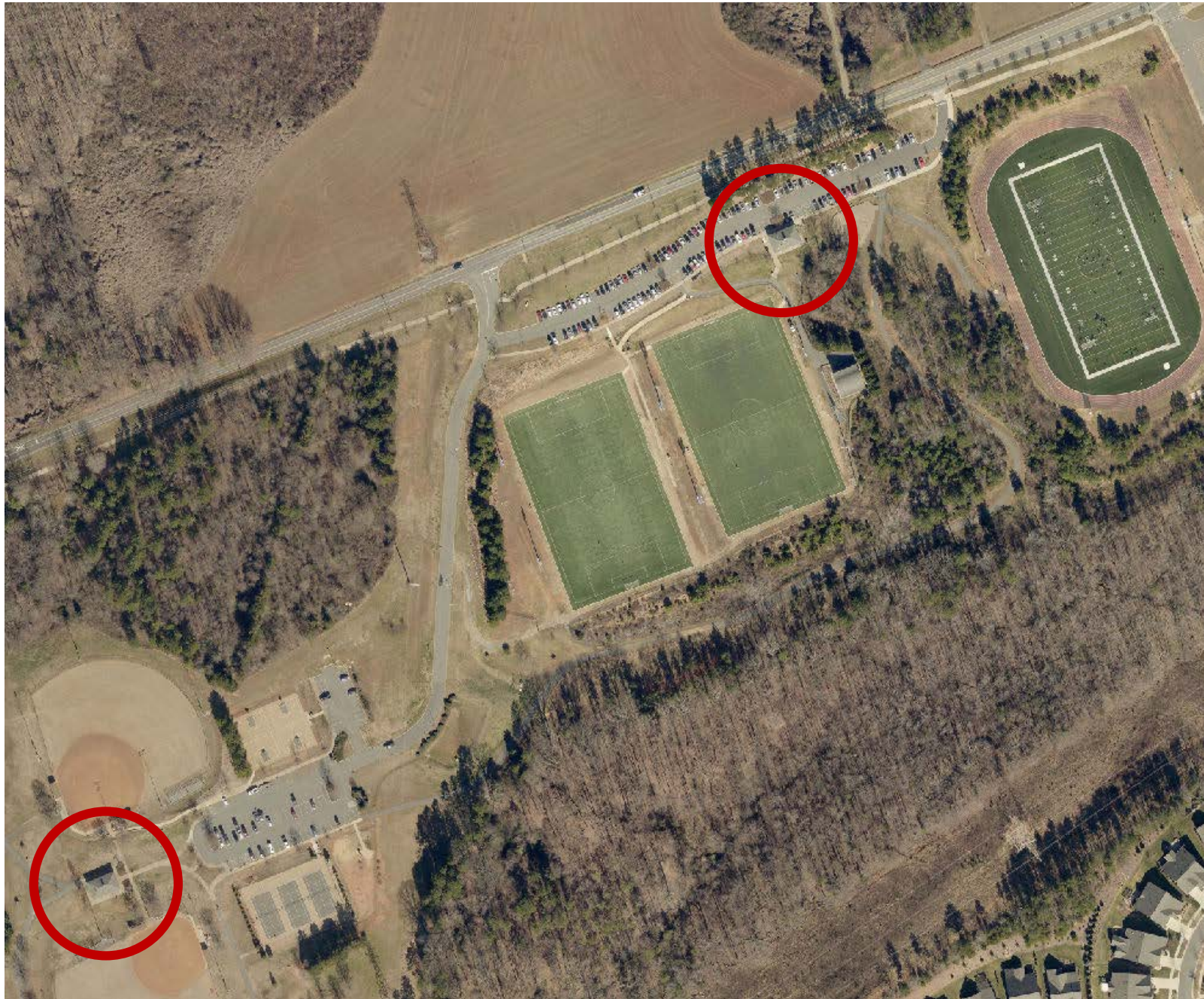


Locations

Westmoreland Athletic Complex

1. Shelter/restroom building, centrally located





Bailey Road Park

2. Shelter/restroom building, near football and soccer fields
3. Shelter/restroom building, near baseball fields, disc golf course, and tennis and basketball courts



REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: February 17, 2020

To: Mayor and Board of Commissioners

From: Andrew Grant, Town Manager


Action Requested:

PARC Commission Chairperson Scott Higgins will introduce the LKN Area Safer Cycling program.

Manager's Recommendation:

Hear presentation.

ATTACHMENTS:

Name:	Description:	Type:
 LKN_Area_Safer_Cycling.pptx	Safer Cycling	Presentation



LKN Area Safer Cycling

Our Dream

“We have a dream to make our Lake Norman Area a safer place for all road users (car driver, motorcyclists, cyclists, pedestrians, kids on bikes, moms with strollers”

Our Mission

“To encourage and drive advocacy for the safety of all road users throughout the Lake Norman Area and to effectively collaborate with our town councils and law enforcement in our Area to drive positive change and improvements for our current and future road users”

REQUEST FOR BOARD ACTION

 **Print**

Date of Meeting: February 17, 2020

To: Mayor and Board of Commissioners

From: Aaron Tucker, Planning Director

Action Requested:

Receive public input for a request by Sitetec Inc. for an amendment to a previous conditional rezoning to develop 6.152 acres of commercial property at 11140 Bailey Road (PID# 00533102), directly behind the Circle K. The parcel is currently owned by Circle K Stores Inc. and are currently zoned Conditional Zoning (CZ). The proposed development will include five flex space buildings totaling 58,800 sf.

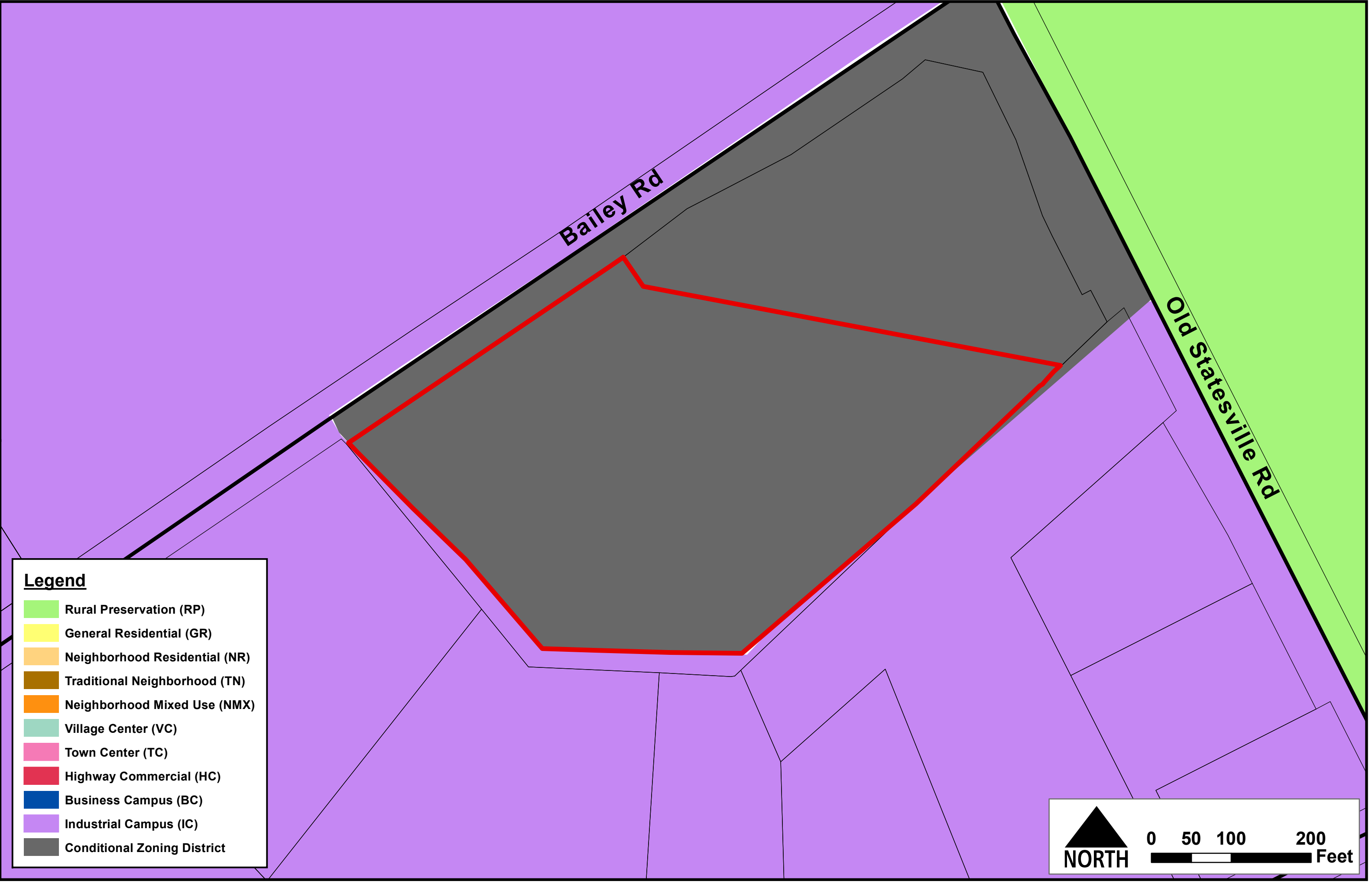
Staff is currently performing the first review of the site plan. The TIA for the project is currently in development by Ramey Kemp and Associates. As an amendment, no new community meeting is required.

Manager's Recommendation:

Conduct Public Hearing #1.

ATTACHMENTS:

Name:	Description:	Type:
 Bailey_Road_Flex_Space_Zoning.pdf	Zoning Map	Backup Material
 Bailey_Road_Flex_Space_LU.pdf	Land Use Map	Backup Material
 Bailey_Road_Flex_Space_Vicinity.pdf	Vicinity Map	Backup Material
 Bailey_Road_Flex_Space_Property.pdf	Property Map	Backup Material
 BAILEY_ROAD_FLEX_SITE_REZONING_Site_Plan.pdf	Site Plan	Backup Material
 BaileyRd-Renderings1.pdf	Elevations	Backup Material
 REZ_02-20_Baile_Road_Flex_Space.pdf	Staff Presentation	Presentation



Legend

- Rural Preservation (RP)
- General Residential (GR)
- Neighborhood Residential (NR)
- Traditional Neighborhood (TN)
- Neighborhood Mixed Use (NMX)
- Village Center (VC)
- Town Center (TC)
- Highway Commercial (HC)
- Business Campus (BC)
- Industrial Campus (IC)
- Conditional Zoning District

NORTH

0 50 100 200 Feet

Legend

Rural Conservation

Public Parks and Open Space

Low Density Rural

Low Density Single Family

Medium Density Single Family Only

Medium Density Residential

Civic/Institutional

Neighborhood Commercial

Highway Commercial

Urban Mixed Use

Waterfront Mixed Use

Village Center

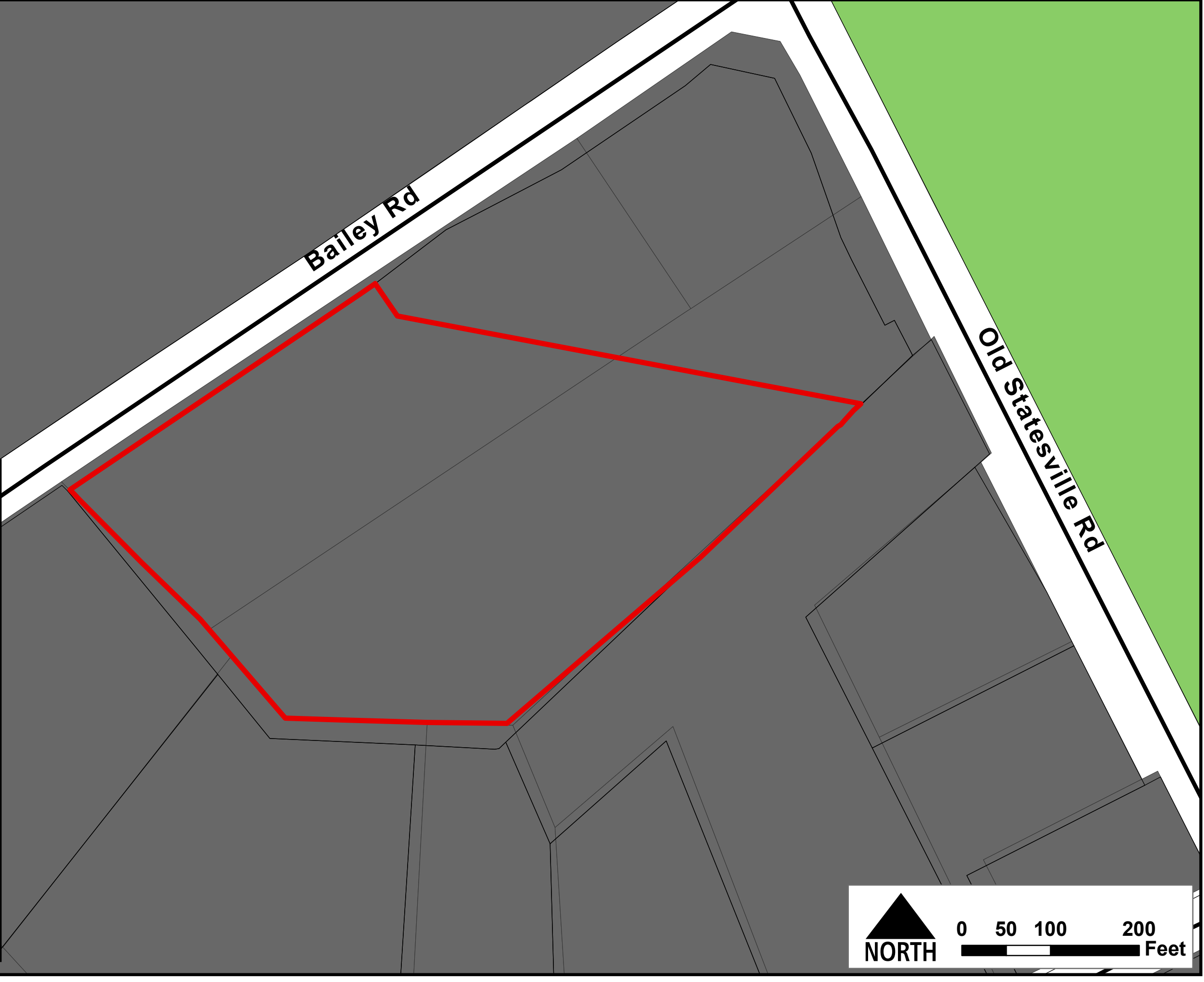
Town Center

Corporate Office

Business Campus

Industrial

TBD





Glenashley Dr

Celestine Ln

Bailey Rd

Old Statesville Rd

Treynorth Dr

Starcreek Dr

Bailey Park Nature Dr

Morehampton Av

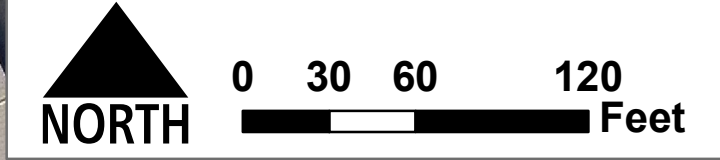
Coulter Py

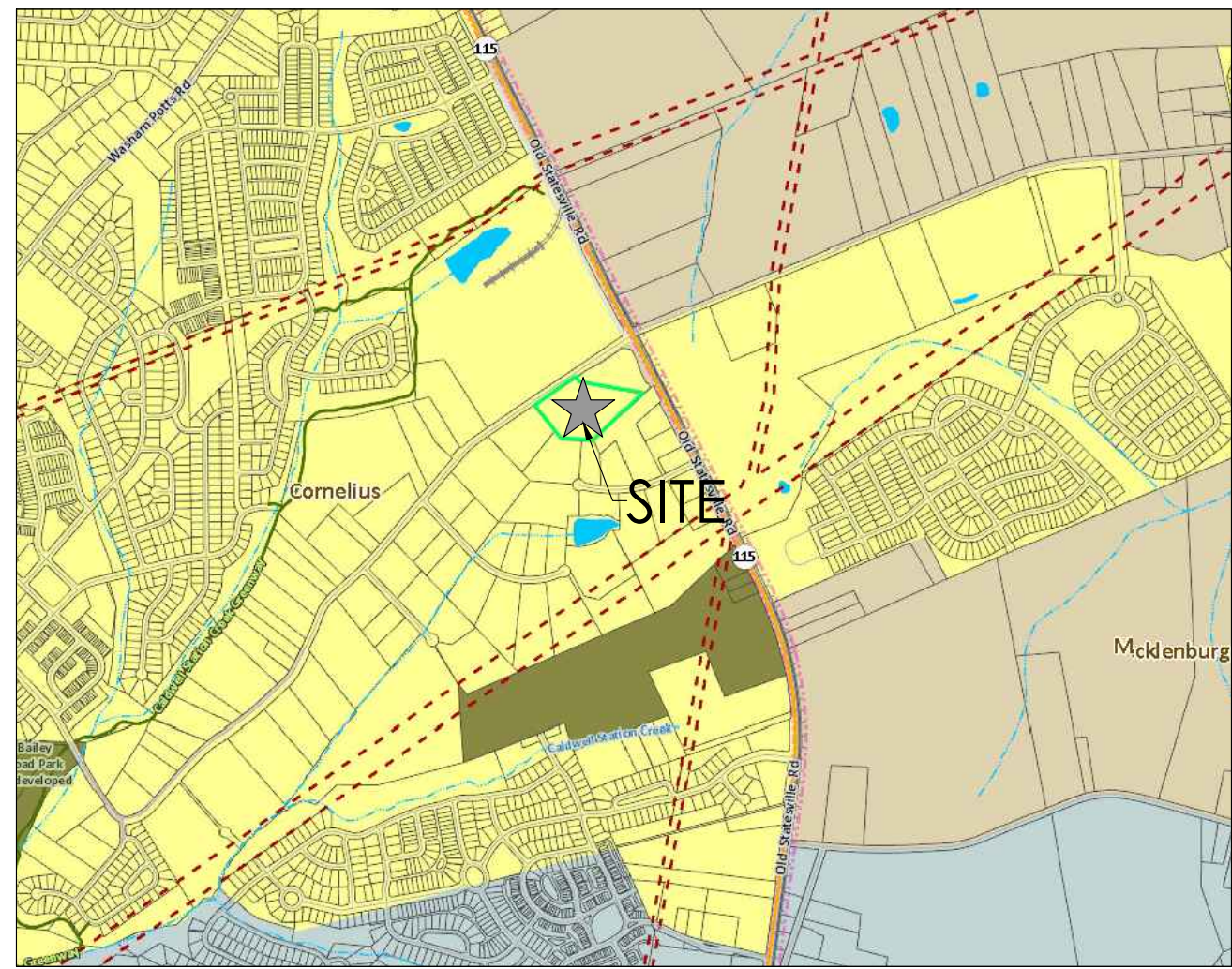


NORTH

0 160 320 640 Feet

Bailey Rd





VICINITY MAP

SCALE: N.T.S.

LANDSCAPE REQUIREMENTS

TYPE F (PARKWAY BUFFER)

- MIN. 25' WIDE BUFFER LOCATED BETWEEN BUILDING AND ROW
- A MIX OF LARGE CANOPY TREES, SMALL CANOPY TREES, DECIDUOUS SHRUBS AND EVERGREEN SHRUBS WILL BE USED

TYPE C

INTERIOR OF PARKING AREAS:

- NO PARKING SPACE TO BE MORE THAN SIXTY FEET (60') FROM THE BASE OF A CANOPY TREE

PARKING AREA PERIMETER:

- MIN. 10' WIDE BUFFER OFFSET FROM BACK UP CURB
- SHRUB PLANTINGS SHALL HAVE NO UNOBSTRUCTED OPENINGS WIDER THAN 4". AT LEAST 75% OF THE REQUIRED SHRUBS SHALL BE EVERGREEN SPECIES LOCALLY ADAPTED TO THE AREA.

TYPE D

- TREES SHALL RUN PARALLEL TO THE STREET WITHIN A PLANTING STRIP OF CONSISTENT WIDTH LOCATED BETWEEN THE CURB AND SIDEWALK.
- LARGE CANOPY TREES SHALL BE PLACED 40' O.C.

SITE PLAN NOTES

1. NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED UNTIL THE PROPOSED DEVELOPMENT IS IN COMPLIANCE WITH THE APPROVED PLAN IN ACCORDANCE WITH SECTION 9.9.3 OF THE TOWN OF CORNELIUS.
2. SITE LIGHTING WILL BE SUBMITTED AND APPROVED AT TIME OF SITE PLAN REVIEW.
3. SIGN PERMITS WILL BE PER SEPARATE SUBMITTAL.
4. ARCHITECTURAL FOOTPRINT IS FOR INFORMATIONAL PURPOSES ONLY. REFER TO ARCHITECT'S PLANS FOR FINAL LAYOUT AND DIMENSIONS.
5. DUMPSTERS WILL BE PLACED AT REAR OF PROPERTY. SCREENING PROVIDED.
6. DUE TO THE NATURE OF A FLEX SPACE, SOME AREAS DELINEATED AS PARKING MAY BE DESIGNATED AS SERVICE AREA, AND SOME SERVICE AREA MAY BE DESIGNATED AS PARKING.

SITE DATA	
LOCATION:	11140 BAILEY ROAD PARCEL 005-331-02 CORNELIUS, MECKLENBURG COUNTY 28031
ZONING:	CONDITIONAL ZONING DISTRICT
USE:	VACANT
CONTACT:	HENSONFOLEY (JAY HENSON) 704-875-1615
ITEM	PROVIDED
SITE ACREAGE	6.150 AC
TOTAL BUILDINGS	5
TOTAL SQ. FT. - BUILDINGS	58,800 SF
SOIL TYPE	HeB, MO, CeB2
FEMA MAP NUMBER	3710464200K
FEMA EFFECTIVE DATE	09/02/2015
WATERSHED	MCDOWELL
REQ. PARKING	27/1000 SQ FT MIN TO 4/1000 SQ FT MAX 125 MIN/ 250 MX
REQ. ADA PARKING	9 REQUIRED
PARKING TOTAL PROVIDED	154 SPACES
ADA PARKING PROVIDED	11 SPACES
MIN. DRIVE AISLE WIDTH	AS NOTED
MIN. DRIVEWAY RADIUS	AS NOTED

IMPERVIOUS SUMMARY			
ITEM	SQUARE FOOT	ACRES	PERCENTAGE OF TOTAL SITE
TOTAL SITE AREA	267988	6.15	N/A
EXISTING IMPERVIOUS	0	0.00 AC	0.00 %
PROPOSED BUILDINGS (BUA)	58,800 SF	1.35 AC	21.94 %
PROPOSED CONCRETE (BUA)	23,774 SF	0.55 AC	8.87 %
PROPOSED ASPHALT (BUA)	98,722 SF	2.27 AC	36.84 %
TOTAL BUA ON SITE	181,296 SF	4.16 AC	67.65 %
TOTAL PERVIOUS	86,692.00 SF	1.99 AC	32.35 %

N/F
TOYBOX PROPERTIES, LLC
PIN # 005-331-33
DB 26893 PG 789
LOT 23, MB 35 PG 9
ZONED: IC

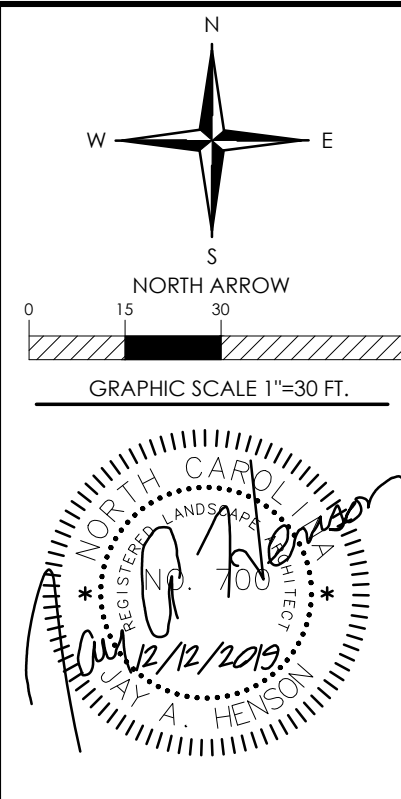
N/F
TREYNORTH PROPERTIES LLC
PIN # 005-331-33
DB 30459 PG 515
LOT 22, MB 35 PG 9
ZONED: IC

N/F
GGG&B LLC
C/O STEVE GENTRY
PIN # 005-331-05
DB 21063 PG 676
MB 47 PG 663
ZONED: IC(CD)

N/F
CIRCLE K STORE INC.
PIN #005-331-02
DB 30614 PG 815
LOT 1, MB 60 PG 971
AREA: 267,988.5 SF / 6.152 AC
ZONED: CZ

N/F
CIRCLE K STORE INC.
PIN # 005-331-24
DB 30614 PG 818
LOT 2, MB 60 PG 971
ZONED: CZ

HensonFoley
Landscape Architecture Civil Engineering
8712 Lindholm Dr Suite 202A, Huntersville, NC 28078
p: 704.875.1615 | www.hensonfoley.com
NC ENGINEERING BOARD LICENSE #: C-3781
NC LANDSCAPE ARCHITECTURE BOARD LICENSE #: C-399

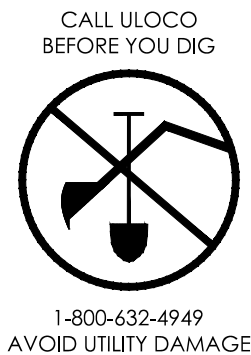


BAILEY ROAD FLEX
PIN #005-331-02
11140 BAILEY ROAD, TOWN OF CORNELIUS, DEWEES TOWNSHIP, NC 28031

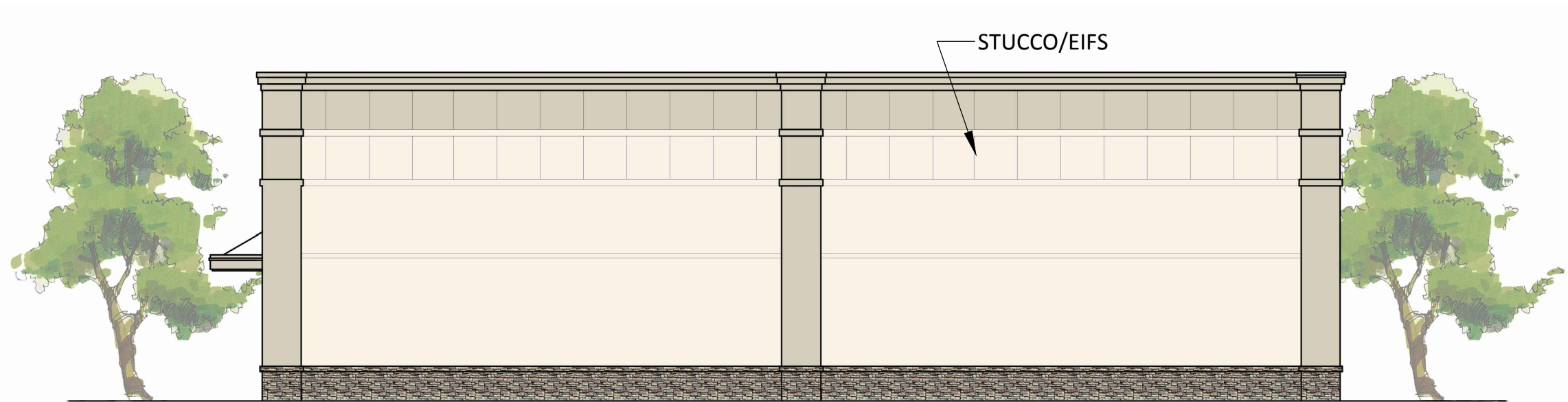
SITE PLAN

REVISIONS:	

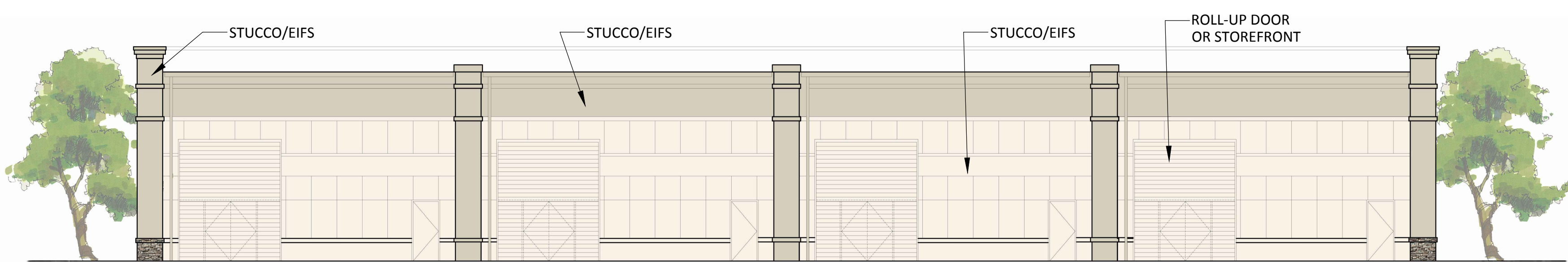
203 SITE PLAN.DWG	
PROJECT NUMBER:	219051
DATE: 11/01/2019	DRAWN BY: MM
SHEET	Z03 OF 04



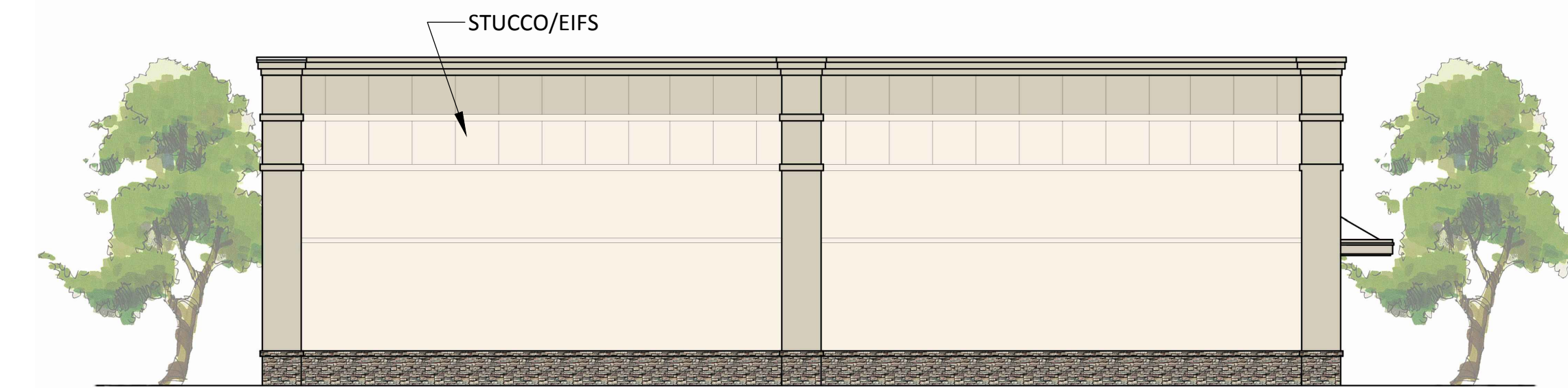
1. CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ASSURING THAT EXISTING UTILITIES ARE LOCATED PRIOR TO BEGINNING CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES USING FLAGMEN, ETC., AS NECESSARY TO INSURE SAFETY TO THE PUBLIC.
3. ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE REPLACED ACCORDING TO STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION.
4. SHORING WILL BE ACCORDING TO OSHA TRENCHING STANDARDS PART 1926 SUBPART P, OR AS AMENDED.



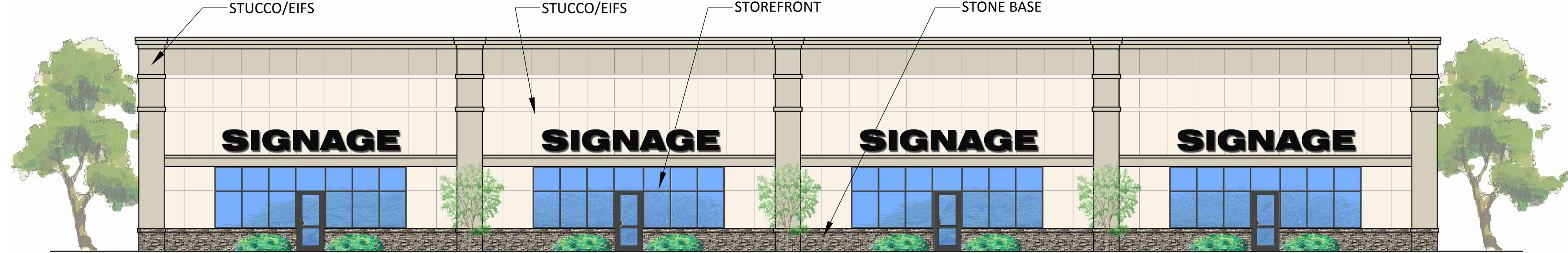
7 Right Elevation (4-Tenant Bldg)
Scale: 1/8"=1'-0"



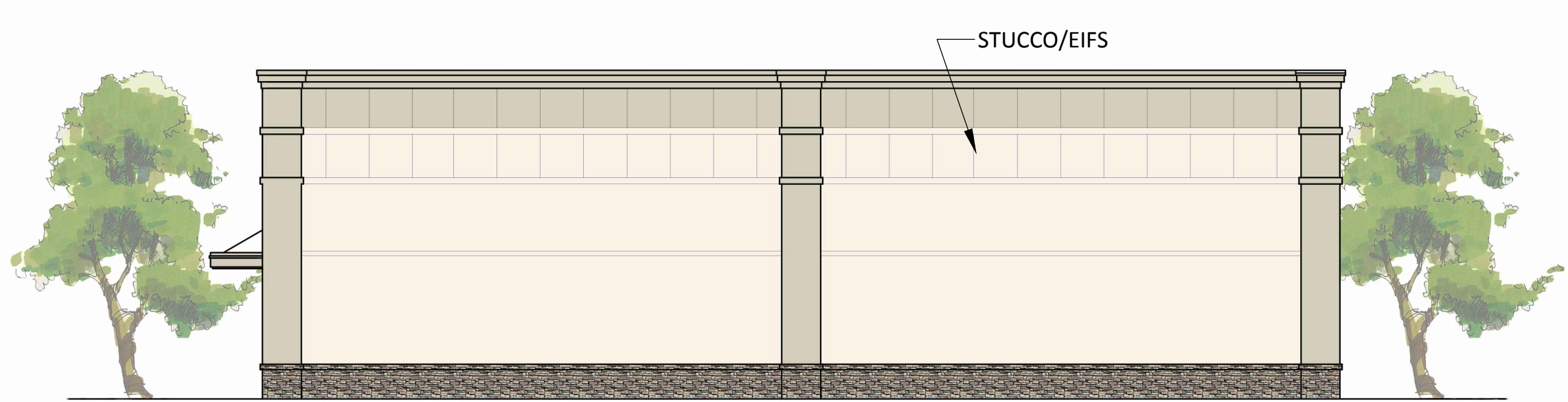
8 Rear Elevation (4-Tenant Bldg)
Scale: 1/8"=1'-0"



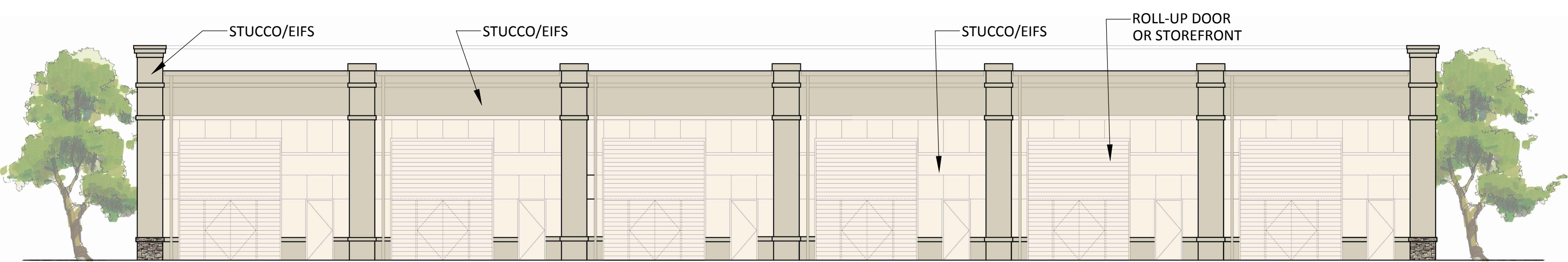
6 Left Elevation (4-Tenant Bldg)
Scale: 1/8"=1'-0"



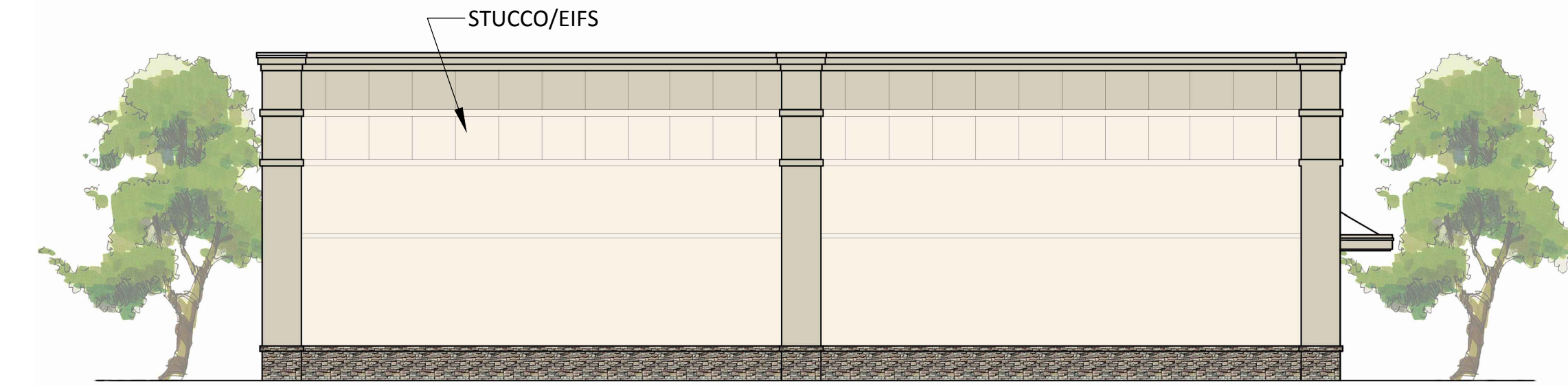
5 Front Elevation (4-Tenant Bldg)
Scale: 1/8"=1'-0"



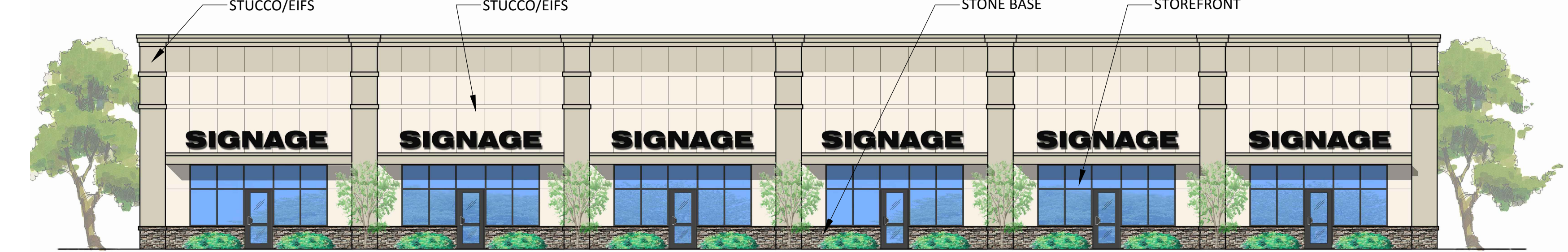
3 Right Elevation (6-Tenant Bldg)
Scale: 1/8"=1'-0"



4 Rear Elevation (6-Tenant Bldg)
Scale: 1/8"=1'-0"



2 Left Elevation (6-Tenant Bldg)
Scale: 1/8"=1'-0"



1 Front Elevation (6-Tenant Bldg)
Scale: 1/8"=1'-0"

Architect



Professional Seals

Project Number

Set Version

Revision Record

Date Description

Project Name

Bailey Rd. Flex Buildings
by Sitec, Inc.
Huntersville, NC

Sheet Title

Elevation
Renderings

Sheet Number

A200

Bailey Road Flex Site

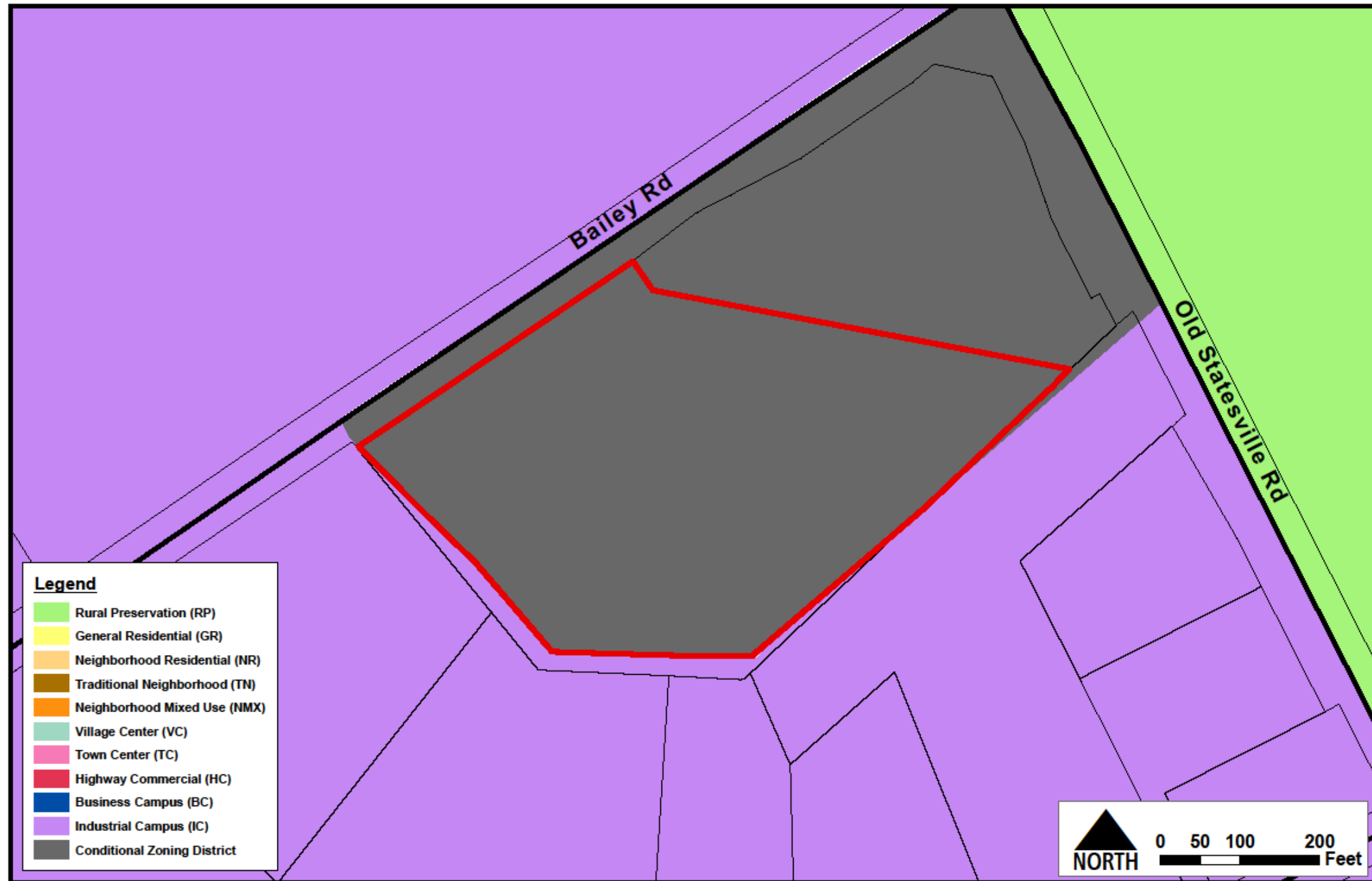
REZ 02-20

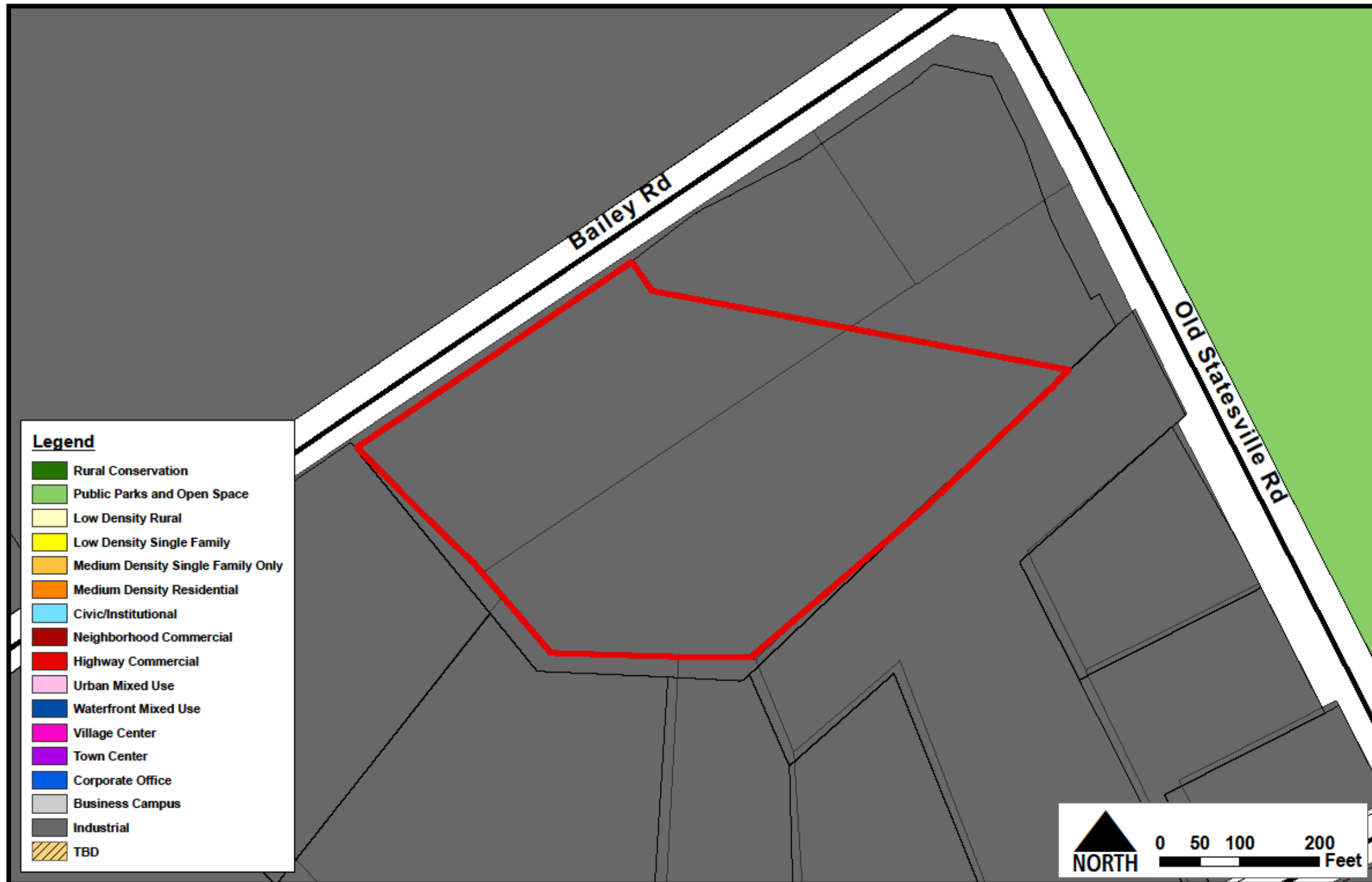
Public Hearing #1



REZ 02-20 Bailey Road Flex Site

- Location: 11140 Bailey Road (PID#: 00533102)
- Property size: 6.152 acres
- Existing Zoning: CZ (Conditional Zoning) approved for two office buildings totaling 33,000 sq. ft.
- Proposed Use: Five buildings totaling 58,800 sq. ft. to be used as flex space.
- The Land Use Plan allows for light manufacturing and assembly, processing facilities, laboratory, warehouse, and distribution uses as Primary Land Uses. The Land Use Plan allows for small scale commercial uses as secondary land uses.









Bailey Rd



NORTH

0 30 60 120
Feet



HensonFoley
 Consulting
 4772 Lindholm Dr Suite 200A, Huntersville, NC 28078
 704.875.1414 | www.hensonfoley.com

NORTH ARROW
 GRAPHIC SCALE 1"=100'

BAILEY ROAD FLEX
 PIN 0005-331-02
 11140 BAILEY ROAD, TOWN OF CORNELIUS, DEWEES TOWNSHIP, NC 28031

RENDERED SITE PLAN

REVISIONS:

331.021 PLAN 002
 PROJECT NUMBER: 202001
 DATE: 11/01/2021
 DRAWN BY: MMR
 SHEET: **R01** OF **04**

- CALL 800-450-4500 BEFORE YOU DIG
-
1. CONTRACTOR IS FULLY RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND ALL NECESSARY UTILITIES PRIOR TO BEGINNING CONSTRUCTION.
 2. CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES AND FLAGGERS, ETC., AS NECESSARY TO MAINTAIN SAFETY TO THE PUBLIC.
 3. ALL FURNISHMENTS, CONCRETE OR ASPHALT, ARE TO BE REPLACED ACCORDING TO STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION.
 4. SHORING WILL BE ACCORDING TO OSHA REGULATIONS (SEE SHEET 1 OF 4 FOR DETAILS).

Architectural elevation drawing of a building facade. The drawing shows a long, low structure with a series of vertical columns and horizontal bands. Labels with arrows point to specific features: 'STUCCO/EIPS' is labeled three times, pointing to the upper horizontal bands and the columns. 'ROLL-UP DOOR OR STOREFRONT' is labeled once, pointing to a large, recessed area on the right side of the facade. The drawing is flanked by two stylized trees.

Architectural elevation drawing of a building facade. The drawing shows a series of vertical columns and horizontal bands. Labels with arrows point to specific features: 'STUCCO/EIPS' points to the upper horizontal band, 'STUCCO/EIPS' points to the lower horizontal band, and 'ROLL-UP DOOR OR STOREFRONT' points to a large opening between columns. The drawing is flanked by two stylized green trees.

[illegible]

REZ 02-20 Bailey Road Flex Site

- PDRC – March 4, 2019
- Town Board public hearing #1 – February 17, 2020
- ARB – TBD
- Planning Board – TBD
- Town Board public hearing #2 and potential final decision – TBD

REQUEST FOR BOARD ACTION

 **Print**

Date of Meeting: February 17, 2020

To: Mayor and Board of Commissioners

From: Wayne Herron, Deputy Manager

Action Requested:

NCDOT has provided the municipal agreement for the Catawba/US21 Dual Roundabout (C-5621) project.

The agreement notes the costs breakdown and responsibilities for the NCDOT and the Town. The agreement notes the following:




- Total Project Costs = \$17,441,000
- Town Required Match = \$502,000 (please note the attached letter indicating the Town has already paid the required match and NCDOT confirms receipt)

The Town must provide concurrence to construction cost prior to NCDOT awarding the construction contract. If the project costs exceed the available funds, the Town will be responsible for 100% of the costs of any overages.

Manager's Recommendation:

Approve the NCDOT Municipal Agreement for Catawba/US 21 Dual Roundabouts (C-5621).

ATTACHMENTS:

Name:	Description:	Type:
 C-5621_NCDOT_Municipal_Agreement.pdf	NCDOT Municipal Agreement	Backup Material
 C-5621_Town_Funding_Acknowledgement.pdf	NCDOT Funding Receipt Letter	Backup Material
 C-5621_Rdy_phm_op_2.pdf	Project Map	Backup Material

NORTH CAROLINA
MECKLENBURG COUNTY

SUPPLEMENTAL AGREEMENT

DATE: 1/31/2020

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: C-5621

AND

WBS ELEMENTS: PE 50146.1.F1
ROW 50146.2.1
CON 50146.3.1

TOWN OF CORNELIUS

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department", and the Town of Cornelius, hereinafter referred to as the "Municipality."

WITNESSETH:

WHEREAS, the Department and the Municipality on 9/4/2015, entered into a certain Project Agreement for the original scope: the design and construction of a roundabout at the intersection of US 21 and Catawba Avenue (SR 2697) in Cornelius, programmed under Project C-5621; and,

WHEREAS, the parties have agreed to modify the original project scope for correction in SR route, expand the scope of the project to include an additional roundabout and increase funding for the Project; and,

WHEREAS, the Municipality shall abandon municipal maintenance of Holiday Lane to the Department upon completion of the Project.

NOW THEREFORE, the parties wish to supplement the aforementioned Agreement whereby the following provisions are amended:

SCOPE

1. The project consists of the construction of two roundabouts located north of SR 5544 (Catawba Avenue) on Holiday Lane, and south of SR 5544 (Catawba Avenue) on US 21. Catawba Avenue was incorrectly identified as SR 2697 in the parent agreement.

MAINTENANCE

6. Upon completion of the Project:

- A. The Department shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highways", and departmental criteria.
- B. The improvement(s) on the existing State Highway System shall be a part of the State Highway System and owned and maintained by the Department.
- C. The Department will be responsible for maintenance of Holiday Lane upon completion of the project. The Municipality shall document to the Department by executed Resolution the abandonment of Holiday Lane. The Municipality shall submit the executed Resolution with the partially executed agreement.

FUNDING

7. The Municipality shall participate in the costs of the Project as follows:

- A. Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of funds, the Department shall participate up to a maximum amount of \$16,939,500, as detailed below. The Municipality shall provide a local match, as detailed in the REVISED FUNDING TABLE below, and all costs that exceed the total estimated cost, pursuant to Section 7E of this Agreement.

REVISED FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
Congestion Mitigation and Air Quality (CMAQ)	\$2,006,000	80%	\$502,000 Local	20%
CMAQ	\$11,947,200	80%	\$2,986,300 State	20%
<i>Sub-totals</i>	\$13,953,200		\$3,488,300	
Total Estimated Cost		\$17,441,500		

- E. The Department shall review estimated total project costs with the Municipality prior to requesting authorization for the Right of Way (ROW) phase and prior to awarding a construction contract. Should it be determined by the Department at the aforementioned time(s), or at any time prior to completion of the work, that the total cost of the project will exceed the total funded amount of \$17,441,500, the Department shall cease all work and obtain written authorization from the Municipality to incur costs above the funded amount. The Municipality is not responsible for any expenditure by the Department over \$17,441,500 for which advance written authorization from the Municipality has not been obtained. Should actual expenses then exceed the total funded amount, the Department shall bill the Municipality for the difference upon completion of the work. Reimbursement to the Department shall be made within sixty (60) days of invoicing by the Department. The Department shall charge a late payment penalty and interest on any unpaid balance due in accordance with G.S. 147-86.23.
- F. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment herein above provided, NCGS § 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by NCGS § 136-41.1 until such time as the Department has received payment in full under the reimbursement terms set forth in this Agreement.
- G. The inclusion and payment for any work included in this Project which is determined to be a betterment shall be addressed under a Supplemental Municipal Agreement if the need arises. The Municipality intends to aesthetically improve the Project in the center island and at other Project areas pursuant to a betterment supplemental Municipal Agreement between the Department and the Municipality.

OTHER PROVISIONS

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

Except as hereinabove provided, the Agreement heretofore executed by the Department and the Municipality on 9/4/2015, is ratified and affirmed as therein provided.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

TOWN OF CORNELIUS

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization. No Change

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

Town of Cornelius

Attn: Mr. Wayne Herron

PO Box 399

Cornelius, NC 28031

DEPARTMENT OF TRANSPORTATION

BY: _____

(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

February 4, 2020

Town of Cornelius
PO Box 399
Cornelius, NC 28031

Subject: Town Match towards C-5621

Mr. Wayne Herron,

This letter is to document that the Town of Cornelius has already contributed it's \$502,000.00 of local match towards the project. The supplement to the municipal agreement increases the total funding of the project. The Town of Cornelius is still responsible for all overruns.

Sincerely,


Sean Epperson, PE
NCDOT

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
716 WEST MAIN STREET
ALBEMARLE, NC 28001

Telephone: (704) 983-4400
Fax: (704) 982-3146
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
716 WEST MAIN STREET
ALBEMARLE, NC 28001



OCTOBER 10, 2018



OCTOBER 10, 2018

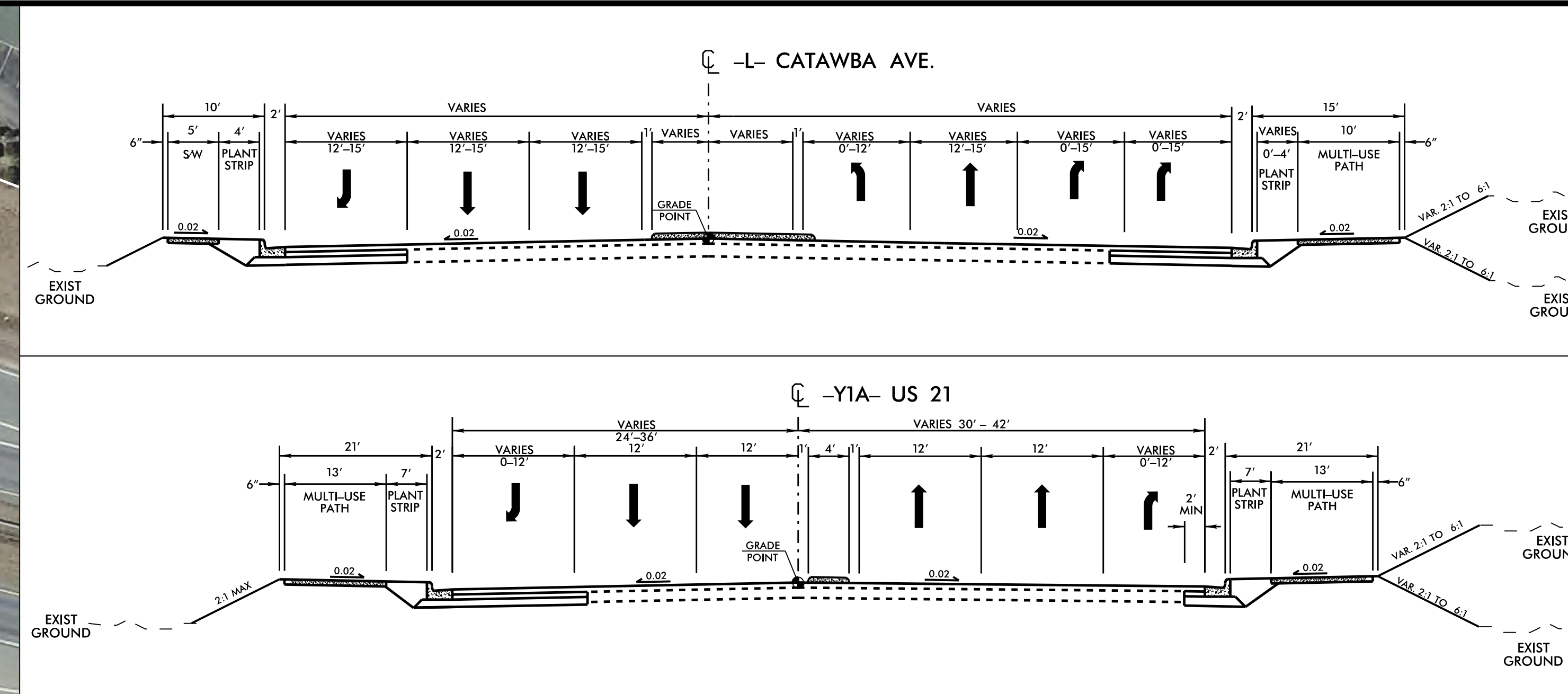
PUBLIC MEETING MAP
TIP NO. C-562
MECKLENBURG COUNTY
INTERSECTION IMPROVEMENTS
AT SR 2679 (CATAWBA AVE.)
AND U.S. 21 (STATESVILLE RD.)



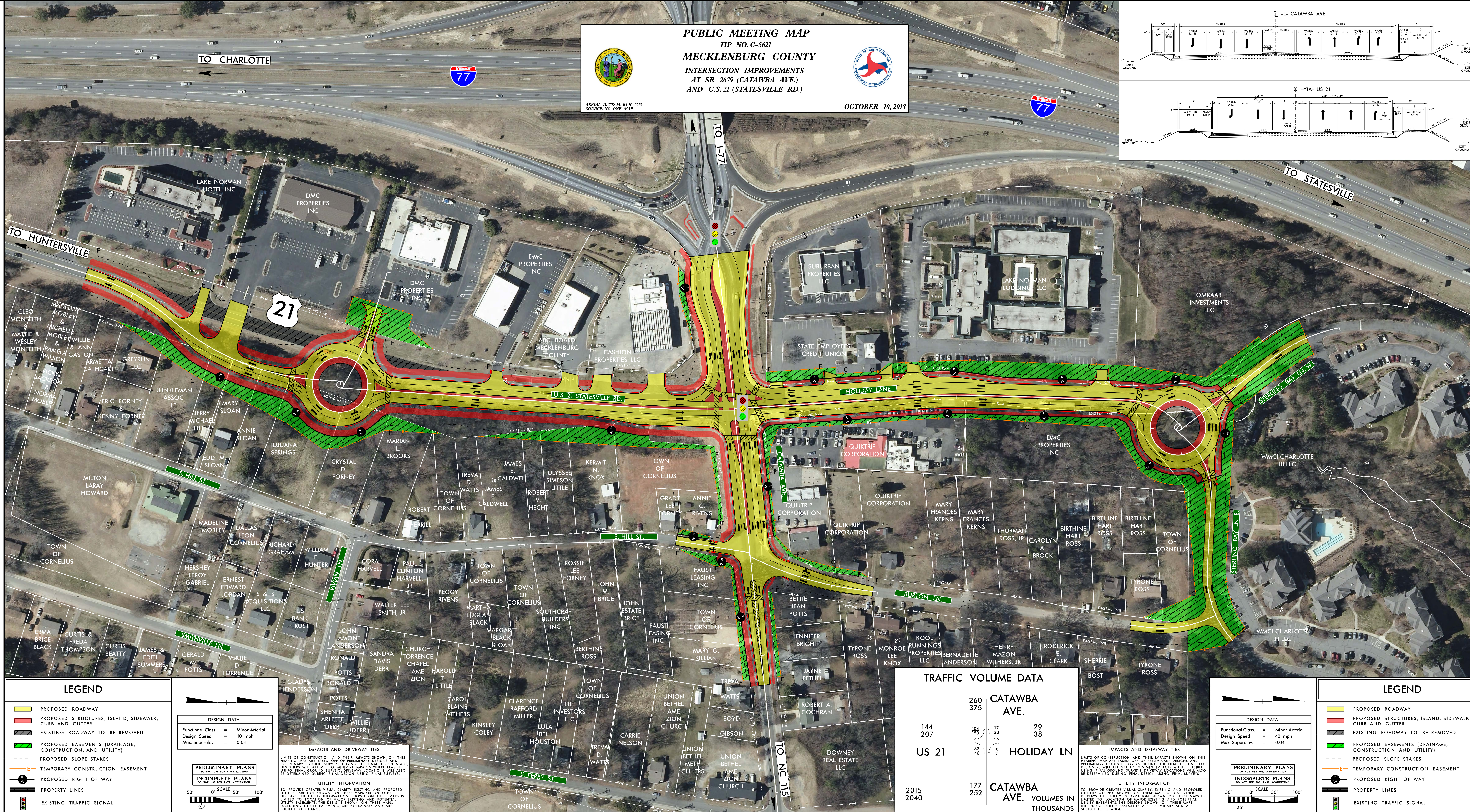
AERIAL DATE: MARCH 2015
SOURCE: NC ONE MAP



OCTOBER 10, 2018



OCTOBER 10, 2018



LEGEND	
	PROPOSED ROADWAY
	PROPOSED STRUCTURES, ISLAND, SIDEWALK, CURB AND GUTTER
	EXISTING ROADWAY TO BE REMOVED
	PROPOSED EASEMENTS (DRAINAGE, CONSTRUCTION, AND UTILITY)
	PROPOSED SLOPE STAKES
	TEMPORARY CONSTRUCTION EASEMENT
	PROPOSED RIGHT OF WAY
	PROPERTY LINES
	EXISTING TRAFFIC SIGNAL

DESIGN DATA	
Functional Class	= Minor Arterial
Design Speed	= 40 mph
Max. Superelev.	= 0.04

PRELIMINARY PLANS	
DO NOT USE FOR CONSTRUCTION	
INCOMPLETE PLANS	
DO NOT USE FOR R.F.W. ADJUSTMENT	

50'	0'	50'	100'
25'			

LIMITS OF CONSTRUCTION AND THEIR IMPACTS SHOWN ON THIS MAP ARE BASED OFF OF PRELIMINARY DESIGN AND PRELIMINARY GROUND SURVEYS. DURING THE FINAL DESIGN STAGE, DESIGNERS WILL ATTEMPT TO MINIMIZE IMPACTS WHERE FEASIBLE. UTILITY EASEMENTS, DRIVEWAY LOCATIONS WILL ALSO BE DETERMINED DURING FINAL DESIGN USING FINAL SURVEYS.	
IMPACTS AND DRIVEWAY TIES	
UTILITY INFORMATION	
TO PROVIDE GREATER VISUAL CLARITY, EXISTING AND PROPOSED UTILITIES ARE NOT SHOWN ON THESE MAPS OR ON OTHER DISPLAYS. THE UTILITY INFORMATION SHOWN ON THESE MAPS IS UTILITY EASEMENTS. THE DESIGNERS SHOWN ON THESE MAPS, INCLUDING UTILITY EASEMENTS, ARE PRELIMINARY AND ARE SUBJECT TO CHANGE.	

TRAFFIC VOLUME DATA	
CATAWBA AVE.	
260	375
144	207
104	153
33	48
177	252
29	38
US 21	
HOLIDAY LN	
CATAWBA AVE.	
VOLUMES IN THOUSANDS	

DESIGN DATA	
Functional Class	= Minor Arterial
Design Speed	= 40 mph
Max. Superelev.	= 0.04

PRELIMINARY PLANS	
DO NOT USE FOR CONSTRUCTION	
INCOMPLETE PLANS	
DO NOT USE FOR R.F.W. ADJUSTMENT	

50'	0'	50'	100'
25'			

LEGEND	
	PROPOSED ROADWAY
	PROPOSED STRUCTURES, ISLAND, SIDEWALK, CURB AND GUTTER
	EXISTING ROADWAY TO BE REMOVED
	PROPOSED EASEMENTS (DRAINAGE, CONSTRUCTION, AND UTILITY)
	PROPOSED SLOPE STAKES
	TEMPORARY CONSTRUCTION EASEMENT
	PROPOSED RIGHT OF WAY
	PROPERTY LINES
	EXISTING TRAFFIC SIGNAL

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: February 17, 2020

To: Mayor and Board of Commissioners

From: Julie Niswonger, Finance Director


Action Requested:

Resolution calling for public hearing for proposed extension of General Obligation Town Redevelopment Bond Order. The Bond order was approved by the voters on November 5, 2013 and is currently effective until November 5, 2020. The Local Government Commission has entered an order approving a proposed extension of the maximum time period for issuing bonds under the bond order described above. It is necessary, as a condition to the consideration and adoption of an extension of such bond order, to hold a public hearing on the extension of the bond order in the manner required by the Local Government Bond Act.

Manager's Recommendation:

Approve a Resolution calling for a public hearing on March 2, 2020.

ATTACHMENTS:

Name:	Description:	Type:
 Resolution calling public hearing - Cornelius GO extension (2_17_20).pdf	Resolution Calling Public Hearing	Cover Memo

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF CORNELIUS,
NORTH CAROLINA CALLING A PUBLIC HEARING FOR PROPOSED EXTENSION OF
GENERAL OBLIGATION TOWN REDEVELOPMENT BOND ORDER**

WHEREAS, the Board of Commissioners of the Town of Cornelius, North Carolina (the “Board”) previously adopted the following bond order of the Town of Cornelius, North Carolina (the “Town”), which order was for the following purposes and in the following maximum amount:

\$4,000,000 of bonds to pay the costs of public facilities and infrastructure improvements for the purpose of revitalizing the historic Cornelius area (within one mile radius of the intersection of Catawba Avenue and Main Street), including the acquisition, renovation, construction, reconstruction, improving, providing, furnishing and equipping of community activity and arts centers, outdoor water park, outdoor amphitheater, public gathering spaces, and related amenities, streetscape improvements and beautification of public areas, and the acquisition of any necessary land, rights-of-way and easements;

WHEREAS, such bond order was approved by the voters on November 5, 2013 and is currently effective until November 5, 2020;

WHEREAS, the Local Government Commission has entered an order approving a proposed extension of the maximum time period for issuing bonds under the bond order described above;

WHEREAS, it is necessary, as a condition to the consideration and adoption of an extension of such bond order, to hold a public hearing on the extension of the bond order in the manner required by the Local Government Bond Act;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Cornelius, North Carolina as follows:

Section 1. Call for Public Hearing. Pursuant to and in satisfaction of the requirements of the Local Government Bond Act, the Board will conduct a public hearing at 7:00 p.m., or as soon thereafter as practicable, on March 2, 2020 at Cornelius Town Hall-Assembly Room, 21445 Catawba Avenue, Cornelius, NC 28031 concerning the extension of the bond order as described in this Resolution. Anyone who wishes to be heard on the question of whether the maximum time period for issuing bonds under such order should be extended from seven years to 10 years after such date may appear at the public hearing. The Town Clerk will cause a notice of the public hearing to be published once in a qualified newspaper of general circulation within the Town no fewer than six days prior to the public hearing.

Section 2. Effective Date. This Resolution is effective on the date of its adoption.

STATE OF NORTH CAROLINA)
) SS:
COUNTY OF MECKLENBURG)

I, *Lori Harrell*, Town Clerk of the Town of Cornelius, North Carolina, *DO HEREBY CERTIFY* the attached to be a true and correct copy of a Resolution entitled, “**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF CORNELIUS, NORTH CAROLINA CALLING A PUBLIC HEARING FOR PROPOSED EXTENSION OF GENERAL OBLIGATION TOWN REDEVELOPMENT BOND ORDER**” adopted by the Board of Commissioners of the Town of Cornelius, North Carolina at a regular meeting held on the 17th day of February, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town, this the ____ day of February, 2020.

(SEAL)

Town Clerk
Town of Cornelius, North Carolina

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: February 17, 2020

To: Mayor and Board of Commissioners

From: Lori Harrell, Town Clerk

Action Requested:

Review the minutes from Feb. 3rd - Regular Meeting.

Manager's Recommendation:

Approve minutes.

ATTACHMENTS:

Name:	Description:	Type:
 02-03-20_Regular_Meeting_draft.pdf	Regular Minutes	Cover Memo



BOARD OF COMMISSIONERS

February 3, 2020
MINUTES

PRE-MEETING – 5:45PM

❖ Asset Forfeiture Funds Discussion

Chief Black gave a presentation on the Asset Forfeiture program and the benefits Cornelius has received in the past. He explained how the shared funds can be used to enhance the police department's resources, but not supplant the budget and outlined the \$788K in forfeiture funds that have been spent over the past 5 years. The 2020 expenditure request for \$272,400 was then presented and Chief Black stated that a FY20 budget amendment for consideration of approval on the 7PM agenda was for the asset forfeiture funds of \$272,400.

❖ FY20 Operating and Capital Goals Update

Manager Grant gave a presentation update on the FY20 operating goals and capital projects that included: Arts District planning; Planning projects; funded projects by the Town Roads Bonds; Nannie Potts Lane; Bonus Allocation projects; delayed road projects; street resurfacing/sidewalks; landscaping project for the DDI; Smithville Lane drainage; cross walk safety improvements; garbage service bids; Smithville-Washam Greenway and Westmoreland multipurpose path-Willow Pond stream restoration; Bailey Road Park Tennis and Pickleball Complex/Smithville JV Washam Elementary Linear Park; Plum Creek Greenway; Town park improvements; PARC program offering improvements; new HR Director position; operational budget cuts made; new police vehicles; crash data retrieval tool; video surveillance program; IT updates; ElectriCities update; and the Main Street utility line burial project.

Fire Chief Guerry Barbee gave an update on the fire department's goals, small equipment purchases, and the critical repairs needed for the fire boat.

Cain Center for the Arts Executive Director Justin Dionne gave an overview of what the recurring funds were spent on and that the one-time funding request for a part-time program coordinator has been put on hold until FY21.

❖ Agenda Review

Manager Grant gave an overview of the 7PM agenda items.

REGULAR MEETING – 7:00PM

1. CALL TO ORDER

Mayor Washam called the meeting to order at 7:08PM.

2. DETERMINATION OF QUORUM

All commissioners were present for the meeting.

3. APPROVAL OF AGENDA

Mayor Washam called for a motion to amend the agenda to include item 12A Closed Session to discuss a real estate matter and to hold the Closed Session before item 9D.

Commissioner Miltich made a motion to amend and approve the agenda as requested by Mayor Washam. Commissioner Sisson seconded the motion and it passed unanimously, 5-0.

4. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

American Legion Post 86 Commander Gene McKinney led the pledge after a moment of silence was observed.

5. MAYOR/COMMISSIONERS/MANAGER REPORTS

Commissioner Duke reported on the following:

- Attended the Black History Celebration on Feb. 1st.
- Attended the Connecting Cornelius morning event.

Commissioner Ross reported on the following:

- Attended the Smithville Coalition meeting.
- Attended the Black History Celebration.
- Attended the VLN meeting.

Commissioner Bilodeau reported on the following:

- Held a communications meeting for the Peninsula Property Owners Association on Jan. 23rd with Town staff and Cornelius police present. The discussion was focused around the Town's Land Use Plan and patrol within the Town.
- Attended the Smithville Coalition Community meeting on Jan. 27th.
- Attended the North Meck Economic Mobility Coalition event on Jan. 30th. There were approximately 200 attendees representing all three towns in north Mecklenburg. The topics covered were affordable housing, access to affordable healthcare, transportation and education.
- Attended the Connecting Cornelius morning event.

Commissioner Miltich reported on the following:

- Participated in a conference call with CPSM on Jan. 22nd to begin reviewing the recommendations made for the police department.
- Attended the LDCAB meeting on Jan. 27th where buffer requirements for microbreweries were discussed, along with the transient housing policy regulations (no more than 21 days are allowed per year to rent your home).
- Attended the Connecting Cornelius morning event.

Commissioner Sisson reported on the following:

- Attended the Planning Board meeting Jan. 13th to hear the Washam Potts Townhomes project.
- Attended the Pre-Development meeting on Jan. 14th where a proposal for a residential development off Bailey Road was reviewed.
- Attended the LDCAB meeting on Jan. 17th.

- Attended the Connecting Cornelius morning event.
- Chamber update – Optimize Chiropractic ribbon cutting will be held on Feb. 8th; Lake Norman WINS meeting will be held at Harvey's on Feb. 11th (8:30AM); Power luncheon featuring Mark Johnson, the North Carolina Superintendent of Public Instruction, will speak on vocational education and how students are being prepared for their careers; recognize an Education of the Year for CMS; Lunch N Learn featuring Dan Houston "Get in your Zone and Stay There" will be held on Feb. 11th (11:30AM); and Focus Friday will be held on Feb. 21st (8:30AM) featuring the Chamber's 2020 Legislative Agenda.

Manager Grant reported on the following:

- Mecklenburg County's FY21 community budget workshop will be held at Town Hall on Feb. 8th (10AM-12PM). You must register at [MeckBudgetWorkshops.Eventbrite.com](https://meckbudgetworkshops.eventbrite.com).
- The Antiquity Greenway is in the running for the NCDOT "Mobi MVP Award", visit [Cornelius.org](https://cornelius.org) to access the link and vote (you can vote up to 3 times a day).
- The Town's first ever HR Director Jared Azzone started his employment with the Town on Jan. 27th.
- Congratulations to Officer Mutarelli, Cpl. Dietrich and Sgt. Prescott for receiving their Advanced Law Enforcement Certificates from North Carolina Criminal Justice Training and Standards.
- Welcomed new Patrol Officers Sara Cruz and Dominic Saladino.

Mayor Washam reported on the following:

- Attended the CATS introduction of the new rapid bus service called MetroRAPID. Service will begin on Feb. 3rd and will run weekdays from 5:11AM-9:45PM.
- Attended the North Meck Economic Mobility Coalition event on Jan. 30th.
- Attended and participated in the Black History Celebration on Feb. 1st.
- Connecting Cornelius morning event had a record number of attendees.

6. CITIZEN CONCERNS/COMMENTS

Rose Salazar – 19246 Dutch Iris, shared her thoughts on having an entertainment and/or amusement facility in Town (e.g., Frankie's in Huntersville).

Rex Butler – 10610 Conistan Place – stated that he has a substantial Black History collection and asked if the Town would be able to accommodate some of it for display.

7. MAYORAL PROCLAMATIONS

A. The Four Chaplains of the Dorchester

American Legion Post 86 Commander Gene McKinney gave a history overview of the four Chaplains that lost their lives while saving others when the Dorchester sank in 1943.

Mayor Washam executed a Proclamation recognizing the first Sunday in February (Feb. 9th) as the Four Chaplains Day.

8. PUBLIC HEARING AND CONSIDERATION OF APPROVAL

A. REZ 10-19 Washam Potts Townhomes

Mayor Washam called for a motion to open public hearing #2 for rezoning case REZ 10-19 Washam Potts Townhomes. The public notice is attached hereto.

Commissioner Miltich made a motion to open public hearing #2. Commissioner Sisson seconded the motion and it passed unanimously, 5-0.

Planning Director Aaron Tucker gave the staff presentation for the rezoning request to build 27 townhomes on 6.82 acres located at 10212 Washam Potts Road. He gave an overview of the most recent site plan with additional proposed buffers. The Planning Board and staff are recommending approval with 9 conditions.

Attorney Susan Irvin, representing Blue Heel Development, gave an overview of the proposed property and identified the existing densities and townhomes in Oakhurst and Glenridge developments. She highlighted all of the changes that have been made since the project review began in February, 2019. The townhomes will generate less traffic than single family detached homes, it provides more open space and buffers, the dog park and gazebo have been removed from the plan, and it will have a higher price point/buyer profile.

Mayor Washam asked what the price point would be. Attorney Irvin stated \$350K-\$450K. Mayor Washam asked if the townhomes could be shifted back more from Washam Potts. Attorney Irvin explained that by moving the townhomes back, the cul-de-sac would shift back as well and would then interfere with the view of the adjacent property owners.

Commissioner Sisson asked if there were any other homes that are as close to Washam Potts as the proposed townhomes. Attorney Irvin stated that she believed the new Classica development might be around the same or closer to Washam Potts.

Mayor Washam asked what the property value impact will be on Washam Potts. Attorney Irvin explained the price points. Deputy Manager Herron stated that the proposed price points are higher than what's being sold in Oakhurst and Glenridge.

Mayor Washam invited the public to speak and the following comments were made:

Kevin Hurd – 10142 Allison Taylor Court, stated that he has learned a lot throughout the rezoning process. Mr. Hurd had a site map with single-family homes displayed to show what the density should represent for the property. The proposed townhome rezoning does not fit, therefore, should not be approved.

Paul McDougall – 10213 Washam Potts, expressed his concerns with protecting land owners' privacy and property values. The townhomes sit too close to Washam Potts and will stand out like a sore thumb.

Rex Butler – 10610 Conistan Place, expressed his concerns with the density development along Washam Potts and traffic impacts.

Lilah Peters – 9517 Renick Drive, a student at Bailey Middle School expressed her opposition to the rezoning due to the impacts on the environment, eco system and traffic. She asked the Board to deny the rezoning project.

David Lemasson – 10138 Allison Taylor Court, expressed his opposition to the rezoning.

Robert Fabros – 10125 Meadow Crossing Lane, expressed his opposition to the proposed density and concerns regarding the erosion along the slope near the Glenridge pool deck. He asked the Board to deny the rezoning but if they approved it to make sure that a retaining wall was included in the plans to protect future damage along the area outlined.

Gretel Howell – 10212 Washam Potts, read a statement from the rezoning land owner JoAnn Hipp expressing her desire to sell her land to a developer who is proposing to build what is allowed under the Land Use Plan and rules/regulations of Conditional Zoning. She asked the Board to support her right to sell her property to a developer that is fully compliant with the Land Use Plan and zoning rules and regulations.

Dave Gilroy – 22836 Torrence Chapel Road, stated that he agreed with the comments from the neighbors and urged the Board to use common sense and deny the proposed rezoning.

Kori Lemasson – 10138 Allison Taylor Court, expressed her opposition to the townhomes rezoning and urged the Board to deny the request.

There being no further public comment, Mayor Washam asked the commissioners if they had any additional questions.

Commissioner Miltich asked staff how the density calculation is determined. Planning Director Aaron Tucker stated that the property boundary as a whole is measured and used in calculation as defined in the Land Development Code. Deputy Manager Herron added that the Town follows similar processes and standards for what is being done nationwide; however, the density levels can be controlled by the Town.

Commissioner Bilodeau stated that he appreciated the turnout and passion of the adjacent neighbors throughout the rezoning process. Although change sometimes causes upset, this process proves that communication between the Town, applicant and residents does help in making decisions that are in the best interest for most.

Commissioner Ross asked Planning Director Aaron Tucker if the retaining wall concerns were addressed with the project. Mr. Tucker stated that the area referenced earlier will be looked at and addressed during the construction document phase if it is deemed necessary.

Commissioner Duke stated that he adamantly opposes the approval of the rezoning. He stands by the residents that have voiced their concerns throughout the process and believes that the project is high density and not medium density. He thanked the residents for their comments and hoped the Board will vote to deny the proposed townhomes.

Commissioner Miltich asked Matt Gallagher with Blue Heel if there was any chance in scaling the townhomes down 2 units (27 to 25) as a compromise. Mr. Gallagher stated that he believed the proposed 27 townhomes is a good development plan; therefore he was not in favor of revising the plan. He believes that the final plan addresses the majority of the concerns expressed by the residents of Oakhurst and Glenridge.

There being no further discussion, Mayor Washam called for a motion to close the public hearing.

Commissioner Ross made a motion to close the public hearing. Commissioner Miltich seconded the motion and it passed unanimously, 5-0.

Commissioner Bilodeau made a motion to approve Ordinance #2020-00724 to amend the Land Development zoning map as presented with the 9 conditions. Commissioner Miltich seconded the motion and it passed 4-1, Commissioner Duke was opposed.

Ordinance #2020-00724 is hereby made part of the minutes by reference.

Commissioner Bilodeau made a motion to approve Resolution #2020-00955 declaring REZ 10-19 with the 9 conditions is consistent with the Land Use Plan and is reasonable in the interest of the public. Commissioner Ross seconded the motion and it passed 4-1, Commissioner Duke was opposed.

Resolution #2020-00955 is hereby made part of the minutes by reference.

9. CONSIDERATION OF APPROVAL

A. Transportation Advisory Board Appointments

Planning Director Aaron Tucker explained that all members of the TAB have worked hard for the last two years and everyone is interested in being reappointed for another two year term.

Commissioner Miltich made a motion to approve the reappointments of Maria Carr, Joy Dean, John Eberle, John McAlpine, Lou Raymond and Dave Vieser to the TAB as presented. Commissioner Bilodeau seconded the motion and it passed unanimously, 5-0.

- B. Northcross Drive Extension (U-5108) Donation of Property to NCDOT
Deputy Manager Wayne Herron gave an overview of the donation of property to NCDOT for the Northcross Drive Extension project.

Commissioner Miltich made a motion to approve the donation of property for right-of-way to NCDOT for the Northcross Drive Extension project. Commissioner Duke seconded the motion and it passed unanimously, 5-0.

- C. FY20 Operating Budget Amendment
Finance Director Julie Niswonger explained that the budget amendment is to allocate asset forfeiture funds to cover the following police department purchases: 2 patrol vehicles \$116,400; replacement boat motors \$35,500; field operation equipment \$47,500; special weapons and tactics team equipment \$33,000; and training equipment \$40,000.

Commissioner Ross made a motion to approve Ordinance #2020-00728 to amend the FY20 operating budget as presented. Commissioner Miltich seconded the motion and it passed unanimously, 5-0.

Ordinance #2020-00728 is hereby made part of the minutes by reference.

10. CONSENT AGENDA

- A. Approve Minutes – Closed Session Jan. 21st (Approved 5-0)
B. Approve Minutes – Regular Meeting Jan. 21st (Approved 5-0)

Commissioner Miltich made a motion to approve the Consent Agenda as presented. Commissioner Sisson seconded the motion and it passed unanimously, 5-0.

11. COMMISSIONER CONERNS

- A. Washam Potts Townhomes Approval
Commissioner Duke expressed his frustration with the Washam Potts Townhomes rezoning process and the Board's approval of the project.
- B. Strategic Planning Session
Mayor Washam restated that Thursday, February 6th the Board will hold a special meeting at Jetton Park Waterfront Hall (5:00PM-9:00PM).

12. CLOSED SESSION

- A. Discuss a Real Estate Acquisition Matter
Mayor Washam called for a motion to go into Closed Session to discuss a real estate acquisition matter.

Commissioner Miltich made a motion to go into Closed Session at 9:17PM. Commissioner Duke seconded the motion and it passed unanimously, 5-0.

Upon return from Closed Session at 9:37PM, the Board continued on with item 9D.

9. CONSIDERATION OF APPROVAL

D. Resolution to Acquire Real Property for Safety Improvements

Manager Grant explained the intent of the Resolution to acquire real property for safety improvements at the intersection of Old Jetton Road and Jetton Road. He stated that notification of the improvements will be sent out, signage and road markings will be in place by the end of February, the condemnation will be filed and the concrete median construction should take a couple of months to complete.

Commissioner Miltich made a motion to approve Resolution #2020-00956 to acquire real property for the safety improvements presented. Commissioner Duke seconded the motion and it passed unanimously, 5-0.

Resolution #2020-00956 is hereby made part of the minutes by reference.

13. ADJOURNMENT

There being no further business to discuss, Commissioner Miltich made a motion to adjourn at 9:43PM. Commissioner Sisson seconded the motion and it passed unanimously, 5-0.

Approved this 17th day of February, 2020.

Woody Washam, Jr., Mayor

Lori A. Harrell, Town Clerk

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: February 17, 2020

To: Mayor and Board of Commissioners

From: Lori Harrell, Town Clerk

Action Requested:

Review the minutes from Feb. 3rd - Closed Session.

Manager's Recommendation:

Approve minutes.

ATTACHMENTS:

Name:	Description:	Type:
 02-03-20_Closed_Session.pdf	Closed Session Minutes	Backup Material

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: February 17, 2020

To: Mayor and Board of Commissioners

From: Julie Niswonger, Finance Director

Action Requested:



Approve a contract with Martin Starnes & Associates to audit the Town of Cornelius FY20 financial statements.

Staff has negotiated with Martin Starnes & Associates to audit the current year financial statements. We have agreed upon a fee of \$31,550. There is no fee increase from FY19. This \$31,550 contract price includes \$1,500 in fees associated with single audit additional procedures applicable to Powell Bill and grant funds.

Manager's Recommendation:

Approve audit contract.

ATTACHMENTS:

Name:	Description:	Type:
 2020_Town_of_Cornelius_Contract.pdf	TOC 2020 Audit Contract	Cover Memo
 Town_of_Cornelius_-_2020_Single_Audit_Engagement_Letter.pdf	TOC 2020 Single Audit Engagement Letter	Cover Memo

The of and	Governing Board Board of Commissioners
	Primary Government Unit (or charter holder) Town of Cornelius, NC
	Discretely Presented Component Unit (DPCU) (if applicable) N/A

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

and	Auditor Name Martin Starnes & Associates, CPAs, P.A.
	Auditor Address 730 13th Avenue Dr. SE, Hickory, NC 28602

Hereinafter referred to as Auditor

for	Fiscal Year Ending	Audit Report Due Date
	06/30/20	10/31/20

Must be within four months of FYE

hereby agree as follows:

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

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

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

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

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

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

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

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

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

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

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

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

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

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

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

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools or hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 28 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

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

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the 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.

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

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

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

27. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

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

28. Applicable to charter school contracts only: No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

29. 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).

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

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

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

FEES FOR AUDIT SERVICES

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

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

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

Name:**Title:****Email Address:**

Julie Niswonger

Finance Director

jniswonger@cornelius.org

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees below. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year billings. Should the 75% cap provided below conflict with the cap calculated by LGC staff based on the prior year billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC 3 .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

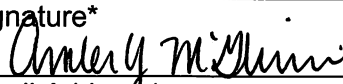
Primary Government Unit	Town of Cornelius, NC
Audit Fee	\$ See fee section of engagement letter
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$ See fee section of engagement letter
Writing Financial Statements	\$ See fee section of engagement letter
All Other Non-Attest Services	\$ N/A
75% Cap for Interim Invoice Approval (not applicable to hospital contracts)	\$ 23,662.50

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval (not applicable to hospital contracts)	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative (typed or printed)*	Signature*
Amber Y. McGhinnis	
Date*	Email Address*
01/28/20	amcghinnis@martinstarnes.com

GOVERNMENTAL UNIT

Governmental Unit*	
Town of Cornelius, NC	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)*	Signature*
Woody Washam, Jr., Mayor	
Date	Email Address
	wtwasham@cornelius.org

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

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

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

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

Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Julie Niswonger, Finance Director	
Date of Pre-Audit Certificate*	Email Address*
	jniswonger@cornelius.org

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

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

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

DPCU – PRE-AUDIT CERTIFICATE

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

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

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

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

PRINT



Koonce, Wooten & Haywood, LLP
CERTIFIED PUBLIC ACCOUNTANTS

Report on the Firm's System of Quality Control

To the Shareholders of Martin Starnes & Associates CPAs, P.A. and the
Peer Review Committee, North Carolina Association
Of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates CPAs, P.A. (the firm) in effect for the year ended December 31, 2017. 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 (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

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. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

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.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates CPAs, P.A. in effect for the year ended December 31, 2017, 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*. Martin Starnes & Associates CPAs, P.A. has received a peer review rating of *pass*.

Koonce, Wooten & Haywood, LLP

Koonce, Wooten & Haywood, LLP

May 3, 2018

Raleigh
4060 Barrett Drive
Post Office Box 17806
Raleigh, North Carolina 27619

919 782 9265
919 783 8937 FAX

Durham
3500 Westgate Drive
Suite 203
Durham, North Carolina 27707

919 354 2584
919 489 8183 FAX

Pittsboro
10 Sanford Road
Post Office Box 1399
Pittsboro, North Carolina 27312

919 542 6000
919 542 5764 FAX

MARTIN ♦ STARNES & ASSOCIATES, CPAs, P.A.

"A Professional Association of Certified Public Accountants and Management Consultants"

January 28, 2020

Julie Niswonger
Town of Cornelius
21445 Catawba Avenue
Cornelius, NC 28031

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Cornelius, NC, as of June 30, 2020, and for the year then ended, and the related notes to the financial statements, which collectively comprise the Town of Cornelius' basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal and State award programs for the period ended June 30, 2020. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal and State award programs.

Accounting principles generally accepted in the United States of America require that certain supplementary information be presented to supplement the 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 required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Law Enforcement Officers' Special Separation Allowance schedules
- Other Post-Employment Benefits' schedules
- Local Government Employees' Retirement System's schedules

Supplementary information other than RSI will accompany the Town of Cornelius' basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual fund financial statements
- Budgetary schedules
- Other schedules
- Schedule of Expenditures of Federal and State Awards

Schedule of Expenditures of Federal and State Awards

We will subject the Schedule of Expenditures of Federal and State Awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the Schedule of Expenditures of Federal and State Awards is presented fairly in all material respects in relation to the financial statements as a whole.

The following additional information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

- Introductory section
- Statistical tables

Data Collection Form (if applicable)

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, Schedule of Expenditures of Federal and State Awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the Federal Audit Clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the Federal Audit Clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

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. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and the direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the Town of Cornelius' basic financial statements. Our report will be addressed to the governing body of the Town of Cornelius. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the Town of Cornelius' major federal and state award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance, and the State Single Audit Implementation Act, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and the State Single Audit Implementation Act and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and the State Single Audit Implementation Act require that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal and state award programs. Our procedures will consist of determining major federal and state programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

Also, as required by the Uniform Guidance and the State Single Audit Implementation Act, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and state award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal and state awards received and expended during the period and the federal and State programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federal and state funded activities;
5. For preparing the Schedule of Expenditures of Federal and State Awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and State Single Audit Implementation Act;
6. For the design, implementation, and maintenance of internal control over federal and state awards;

7. For establishing and maintaining effective internal control over federal and state awards that provides reasonable assurance that the nonfederal and nonstate entity is managing federal and state awards in compliance with federal and state statutes, regulations, and the terms and conditions of the federal and state awards;
8. For identifying and ensuring that the entity complies with federal and state statutes, regulations, and the terms and conditions of federal and state award programs and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations and the terms and conditions of federal and state award programs;
9. For disclosing accurately, currently and completely the financial results of each federal and state award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal and state award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above (including the Schedule of Expenditures of Federal and State Awards), you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information

with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

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

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Fees

Marcie Spivey is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fees for these services are as follows:

Audit Fee	\$ 26,200
Single Audit Fees	1,500
Financial Statement Drafting	3,850
Other Non-Attest Services	-
	<u>\$ 31,550</u>

Our invoices for these fees will be rendered in four installments as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. 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.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the Town of Cornelius' personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

Changing Laws and Regulations

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

Incorrect Accounting Methods or Errors in Client Records

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements.

Failure to Prepare for the Engagement

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

Starting and Stopping Our Work

If we must withdraw our staff because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

Our fees are 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. Our fees for such services range from \$75-\$300 per hour.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

During the course of the engagement, a portal will be in place for information to be shared, but not stored. Our policy is to terminate access to this portal after one year. The County is responsible for data backup for business continuity and disaster recovery, and our workpaper documentation is not to be used for these purposes.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or State agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

We will perform the following nonattest services:

- Draft of financial statements and footnotes
- GASB 34 conversion entries
- Preparation of Data Collection Form

We will not assume management responsibilities on behalf of the Town of Cornelius. However, we will provide advice and recommendations to assist management of the Town of Cornelius in performing its responsibilities.

With respect to the nonattest services we perform as listed above, the Town of Cornelius' management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows:

- We will perform the services in accordance with applicable professional standards.
- This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account codings and approving journal entries.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements and compliance over major federal and state award programs, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Martin Starnes & Associates, CPAs, P.A.

Martin Starnes & Associates, CPAs, P.A.
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the Town of Cornelius by:

Name: _____

Title: _____

Date: _____

REQUEST FOR BOARD ACTION

 **Print**

Date of Meeting: February 17, 2020

To: Mayor and Board of Commissioners

From: Julie Niswonger, Finance Director





Action Requested:

Please find the attached four lists of proposed refunds based upon the information received from the County Assessor. The lists are necessary as a result of value adjustments as performed by the Mecklenburg County Assessor and/or Board of Equalization and Review and corrections as determined by the Mecklenburg County Assessor. Those refunds total = \$1,409.77 (tax) + \$33.46 (interest) = \$1,443.23. As required by Statute, please approve refunds. There are no Board member refunds in this group.

Manager's Recommendation:

Approve tax refunds.

ATTACHMENTS:

Name:	Description:	Type:
 21820T1_Cornelius_refunds_with_interest_2019_12_18.pdf	County List #1	Cover Memo
 21820T2_Cornelius_refunds_no_interest_2019_12_2.pdf	County List #2	Cover Memo
 21820T3_Cornelius_refunds_no_interest_2019_12_2.pdf	County List #3	Cover Memo
 21820T4_Cornelius_refunds_no_interest_2019_12_2.pdf	County List #4	Cover Memo

CORNELIUS Refunds

Bill Number	Parcel #	Adj #	Adj Reason	Additional Owners	Refund Recipient Name	Refund	Interest	Total
0008123541-2019-2019-0000-00	2012 Meridian 341 Boat	581282	BER Decision	CORNETT, VICTORIA LYNN	CORNETT, JEFFREY BLAINE	38.18	0.76	38.94
0001446006-2019-2019-0000-01	00538521	581120	BER Decision		FAGIO, CHRIS ANN	245.86	4.92	250.78
						284.04	5.68	289.72

CORNELIUS Refunds

Bill Number	Adj #	Adj Reason	Type	Refund Recipient Name	Amount
0001402928-2015-2015-0000-00	580644	Sold/Traded	1972 Coronado 27 27'	GONZALEZ, ALEXANDRA	\$ 2.21
					\$ 2.21

CORNELIUS Refunds

Bill Number	Parcel #	Adj #	Adj Reason	Additional Owners	Refund Recipient Name	Refund	Interest	Total
0001454885-2019-2019-0000-00	00751315	581994	BER Decision		GREAR TERESA	\$ 36.63	\$ 1.01	\$ 37.64
0001407178-2019-2019-0000-00	00113509	581932	BER Decision	HICKS, STEPHANIE J	HICKS, JAMES F JR	\$ 36.85	\$ 1.01	\$ 37.86
0001405725-2019-2019-0000-00	00112143	581896	BER Decision	HIGHSMITH, LETAMARIE	HIGHSMITH, CARLTON LEE	\$ 163.61	\$ 4.50	\$ 168.11
0008081841-2019-2019-0000-00	00507753	581986	BER Decision	ARMISTEAD, CHARLOTTE D	OTT, JAMES L	\$ 60.82	\$ 1.67	\$ 62.49
0001442891-2019-2019-0000-00	00533137	582116	BER Decision		THE FUNGO BUILDING LLC	\$ 232.43	\$ 6.39	\$ 238.82
0001438862-2019-2019-0000-00	00513124	582120	BER Decision	C/O AUTOMOTIVE MANAGEMENT SERVICES	TT OF CORNELIUS INC	\$ 479.96	\$ 13.20	\$ 493.16
						\$ 1,010.30	\$ 27.78	\$ 1,038.08

CORNELIUS Refunds

Bill Number	Parcel #	Adj #	Adjustment Reason	Refund Recipient Name	Refund Amount (\$)
0001449027-2019-2019-0000-00	00705317	581890	Processed In Error	CATHEY, JOHN LECONTE	113.22
					\$ 113.22