



Board of Commissioners Meeting
May 27, 2015
PD Community Room
6:30 PM

- I. **COMMENCEMENT**
 - A. Call to Order
 - B. Ceremonial Opening
 - C. Adoption of Agenda
- II. **PUBLIC COMMENTS**
- III. **CONSENT AGENDA**
 - A. Approval of the April Tax Report
 - B. Approval of Planning Board Member Resignation
 - C. Approval of Potter & Company Contract for FY 14.15 Audit (\$20,700)
- IV. **RECOGNITIONS & REPORTS**
 - A. Mayor's Report
 - B. Commissioner's Report
 - C. Manager's Report
- V. **OLD BUSINESS**
 - A. Consideration of Strategic Goals & Objectives for FY 15.16
Presenter: [Steve Maher](#)
- VI. **BOARD REAPPOINTMENTS & VACANCIES**
 - A. Beautification Committee – 2 Vacancies
 - B. Historic Preservation Committee – 3 Reappointments
 - C. Parks & Recreation Advisory Board – 1 Reappointment
 - D. Parks & Recreation Advisory Board – 1 Vacancy
 - E. Planning Board – 1 Vacancy
- VII. **CLOSED SESSION**
 - A. Personnel, contractual matters and to seek legal counsel per G. S. 143.318.11: Personnel, Contractual Matters and Real Estate
- VIII. **ADJOURNMENT**

To speak concerning an item on the Agenda, please print your name and address on the signup sheet on the counter prior to the meeting. Each speaker will be limited to 3 minutes.

PLEASE SILENCE YOUR CELL PHONES WHILE MEETING IS IN PROGRESS



**Monthly Tax Report
APRIL, 2015**

TAX YEAR	NET TAXES BILLED	DISCOVERIES/ BILLED	LIENS ADDED TO BILLS	ADVERTISING/ INTEREST	TOTAL CHARGES	YTD COLLECTIONS	PERCENT COLLECTED	BALANCE DUE
2014	\$ 5,452,304.05			\$ 744.25	\$ 5,453,048.30	\$ 5,369,149.80	98.46%	\$ 83,898.50
2013	\$ 4,814,067.40			\$ 268.90	\$ 4,814,336.30	\$ 4,775,040.97	99.18%	\$ 39,295.33
2012	\$ 4,497,238.88			\$ 167.85	\$ 4,497,406.73	\$ 4,466,695.07	99.32%	\$ 30,711.66
2011	\$ 4,337,433.37			\$ 128.31	\$ 4,337,561.68	\$ 4,314,574.92	99.47%	\$ 22,986.76
2010	\$ 4,285,004.94			\$ 113.48	\$ 4,285,118.42	\$ 4,264,193.75	99.51%	\$ 20,924.67
2009	\$ 4,120,188.89			\$ 83.81	\$ 4,120,272.70	\$ 4,103,778.50	99.60%	\$ 16,494.20

OTHER YEARS TAX COLLECTIONS 04/01/15 to 04/30/15

<u>YEAR</u>	<u>TAX PAID</u>	<u>Amount Owed</u>
2008	\$ 21.10	\$ 13,470.75
2007	\$ -	\$ 7,913.90
2006	\$ -	\$ 7,145.65
2005	\$ -	\$ 5,518.10

2014-2015 MOTOR VEHICLE TAX DEPOSITS 07/01/14 TO 04/30/2015: \$ 377,743.53

2014-2015 PRIVILEGE LICENSE PAID 07/01/14 TO 04/30/15: \$ 7,463.86

Ann F. Sutton

Certified Tax Collector

Melody Shuler

From: Lori Oakley
Sent: Wednesday, May 20, 2015 2:23 PM
To: Melody Shuler
Cc: Warren Wood; Greg Mahar
Subject: FW: Meeting

FYI

Lori Oakley, CZO

Planning & Zoning Administrator
Town of Waxhaw
P.O. Box 617
1150 N. Broome St. (we have moved)
Waxhaw, NC 28173
(t) 704.843.2195 ext. 230
(f) 704.243.3276
www.waxhaw.com

Pursuant to North Carolina General Statutes, Chapter 132, email correspondence to and from this address may be considered public record under the North Carolina Public Records Law and may be disclosed to third parties.

From: John Cannamela [<mailto:jc@infraredsurvey.com>]
Sent: Wednesday, May 20, 2015 2:03 PM
To: Lori Oakley
Subject: Re: Meeting

I am formerly resigning from the planning board.

Thank You
John Cannamela
Infraredsurvey.com
HVAC ,Energy ,Building diagnostics
704.200.6367



TOWN OF WAXHAW

P.O. Box 6
317 N. Broome St. Waxhaw, N.C 28173
Telephone (704) 843-2195 Fax (704) 843-2196
www.waxhaw.com

Hours: Monday-Friday 8:00 a.m. to 5:00 p.m.

MAYOR
DAUNE GARDNER

TOWN COMMISSIONERS
MICHAEL STEWART (Mayor Pro-Tem)

PAUL FITZGERALD
JOHN HUNT
STEVE MAHER
JAMES WARNER

TOWN MANAGER
WARREN WOOD

TOWN CLERK
MELODY SHULER

May 20, 2015

To: Mayor Daune Gardner
Town of Waxhaw Board of Commissioners

From: Ann Sutton 
Certified Tax Collector, Deputy Finance Officer
Finance Division

Re: Audit Contract for the year ending June 30, 2015

Please consider Potter & Company, CPA as our auditors for the year ending June 30, 2015.

The contract is attached for your review. The amount of the contract is \$20,700.

Included with the contract are the Engagement Letter and Potter & Company's System Review Report.

Thank you.

CONTRACT TO AUDIT ACCOUNTS

Of Town of Waxhaw
Primary Governmental Unit

Discretely Presented Component Unit (DPCU) if applicable

On this 14 day of May, 2015,

Auditor: Potter & Company, PA Auditor Mailing Address: 114 North Church Street
Monroe, NC 28112 Hereinafter referred to as The Auditor

and Board of Commissioners (Governing Board(s)) of Town of Waxhaw
(Primary Government)

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

1. The Auditor shall audit all statements and disclosures required by generally accepted accounting principles (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning July 1, 2014, and ending June 30, 2015. 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 will be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCU's, 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 generally accepted auditing standards. 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 Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated workpapers may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and/or workpapers 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 CPA Board).

County and Multi-County Health Departments: The Office of State Auditor will designate certain programs that have eligibility requirements to be considered major programs in accordance with OMB Circular A-133 for the State of North Carolina. The LGC will notify the auditor and the County and Multi-Health Department of these programs. A County or a Multi-County Health Department may be selected to audit any of these programs as major.

3. If an entity is determined to be a component of another government as defined by the group audit standards - the entity's auditor will 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 unqualified opinion being rendered. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government*

Discretely Presented Component Unit's (DPCU) if applicable

Auditing Standards. The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract (See Item 22). **If the audit firm received a peer review rating other than pass**, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

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

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the State and Local Government Finance Division (SLGFD) within four months of fiscal year end. Audit report is due on: October 31, 2015. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay must be submitted to the secretary of the LGC for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relates to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor will make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report must include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. **Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC.** (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work must be submitted by email in PDF format to the Secretary of the LGC for approval. The invoices must be sent to: lgc.invoice@nctreasurer.com. Subject line should read "Invoice – [Unit Name]. The PDF invoice marked 'approved' with approval date will be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. In consideration of the satisfactory performance of the provisions of this contract, the Primary Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. **Fees listed on signature pages.**
10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall include documentation either in the notes to the audited financial statements or as a separate report submitted to the SLGFD along with the audit report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor should be aware that any other bond compliance statements or additional reports required in the authorizing bond documents need to be submitted to the SLGFD simultaneously with the Governmental Unit's audited financial statements unless otherwise specified in the bond documents.

Discretely Presented Component Unit's (DPCU) if applicable

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

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

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

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time and/or compensation as may be agreed upon by the Governing Board and the Auditor
15. If an approved contract needs to be varied or changed for any reason, the change must be made in writing, signed and dated by all parties and pre-audited if the change includes a change in audit fee. This document and a written explanation of the change must be submitted by email in PDF format to the Secretary of the LGC for approval. The portal address to upload your amended contract and letter of explanation documents is <http://nctreasurer.slgfd.leapfile.net> No change shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.
16. Whenever the Auditor uses an engagement letter with the Governmental Unit, Item #17 is to be completed by referencing the engagement letter and attaching a copy of the engagement letter to the contract to incorporate the engagement letter into the contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract will control. Engagement letter terms are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item #22 of this contract. Engagement letters containing indemnification clauses will not be approved by the LGC.

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

See attached engagement letter

18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU must be named along with the parent government on this audit contract. Signatures from the DPCU Board chairman and finance officer also must be included on this contract.
19. The contract must be executed, pre-audited, physically signed by all parties including Governmental Unit and Auditor signatures and submitted in PDF format to the Secretary of the LGC. The current portal address to upload your contractual documents is <http://nctreasurer.slgfd.leapfile.net> Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of February, 2015. These instructions are subject to change. Please check the NC Treasurer's web site at www.nctreasurer.com for the most recent instructions.
20. The contract is not valid until it is approved by the LGC Secretary. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.
21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
22. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item 16 for clarification).

SIGNATURE PAGES FOLLOW

Contract to Audit Accounts (cont.) Town of Waxhaw
Governmental Unit

Discretely Presented Component Unit's (DPCU) if applicable

Town of Waxhaw - FEES

Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards] \$2,500

Audit \$10,700

Preparation of the annual financial Statements \$7,500

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

The 75% cap for interim invoice approval for this audit contract is \$ \$15,525
** NA if there is to be no interim billing

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

Audit Firm Signature:
Potter & Company, PA

Name of Audit Firm

By John W. Kapelar, CPA

Authorized Audit firm representative name: Type or print

John W. Kapelar, CPA
Signature of authorized audit firm representative

Date 5.14.15

jkapelar@gotopotter.com

Email Address of Audit Firm

Governmental Unit Signatures:
Town of Waxhaw

Name of Primary Government

By Daune Gardner, Mayor

Mayor / Chairperson: Type or print name and title

Signature of Mayor/Chairperson of governing board

Date _____

By _____

Chair of Audit Committee - Type or print name

Signature of Audit Committee Chairperson

Date _____

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

Town of Waxhaw

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

(a)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

By Warren Wood

Primary Governmental Unit Finance Officer:

Type or print name

Primary Government Finance Officer Signature

Date _____

(Pre-audit Certificate must be dated.)

Email Address of Finance Officer

Date Primary Government Governing Body

Approved Audit Contract - G.S. 159-34(a)

Contract to Audit Accounts (cont.) Town of Waxhaw
Governmental Unit
Discretely Presented Component Unit's (DPCU) if applicable

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

FEEES

Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards] _____

Audit _____

Preparation of the annual financial Statements _____

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

The 75% cap for interim invoice approval for this audit contract is \$ _____
**** NA if there is to be no interim billing**

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

DPCU Governmental Unit Signatures:

Name of Discretely Presented Government _____

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

Signature of Chairperson of DPCU governing board _____

Date _____

By _____
Chair of Audit Committee - Type or print name

Signature of Audit Committee Chairperson _____

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

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

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

By _____
DPCU Finance Officer:
Type or print name

Primary Government Finance Officer Signature _____

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

Email Address of Finance Officer _____

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

Contract to Audit Accounts (cont.)

Governmental Unit

Discretely Presented Component Unit's (DPCU) if applicable

Steps to Completing the Audit Contract

1. Complete the Header Information – **NEW: If a DPCU is subject to the audit requirements as 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 issued for the DPCU and is to be included in the Primary Government's audit, the DPCU must be named with the parent government on this Audit contract. The Board chairman of the DPCU also must sign the Audit contract.**
2. Item No. 1 – Complete the period covered by the audit
3. Item No. 6 – Fill in the audit due date. For Governmental Unit (s), the contract due date can be no later than 4 months after the end of the fiscal year, even though amended contracts may not be required until a later date.
4. Item No. 8 – if the process for invoice approval instructions changed, the Auditor should make sure he and his administrative staff are familiar with the current process. Instructions for each process can be found at the following link. <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>
5. Item No. 9 – **NEW: Please note that the fee section has been moved to the signature pages, Pages 5 & 6.**
6. Item No. 16 – If there is a reference to an engagement letter or other document (ex: Addendum), has the engagement letter or other document been acknowledged by the Governmental Unit and attached to the contract submitted to the SLGFD?
 - a. Do the terms and fees specified in the engagement letter agree with the Audit contract? *“In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract will control.”*
 - b. Does the engagement letter contain an indemnification clause? **The audit contract will not be approved if there is an indemnification clause – refer to LGC Memo # 986.**
7. Complete the fee section for BOTH the Primary Government and the DPCU (if applicable) on the signature pages, please note:
 - The cap on interim payments is 75% of the current audit fee for services rendered if the contracted fee amount is a fixed amount. If any part of the fee is variable, interim payments are limited to 75% of the prior year's total audit fee. If the contract fee is partially variable, we will compare the authorized interim payment on the contract to 75% of last year's actual approved total audit fee amount according to our records. There is a report of audit fees paid by each governmental unit on our web site: <https://www.nctreasurer.com/slg/Pages/Non-Audit-Services-and-Audit-Fees.aspx> - Auditors and Audit Fees.
Please call or email Steven Holmberg of our office at 919-807-2394 steven.holmberg@nctreasurer.com if you have any questions about the fees on this list.
 - For variable fees for services, are the hourly rates or other rates clearly stated in detail? If issued separately in an addendum, has the separate page been acknowledged in writing by the Governmental Unit?

Contract to Audit Accounts (cont.)

Governmental Unit

Discretely Presented Component Unit's (DPCU) if applicable

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



POTTER & COMPANY
CERTIFIED PUBLIC ACCOUNTANTS

May 14, 2015

Town of Waxhaw
P.O. Box 6
Waxhaw, North Carolina 28173

We are pleased to confirm our understanding of the services we are to provide the Town of Waxhaw for the year ended June 30, 2015. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Waxhaw as of and for the year ended June 30, 2015. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Waxhaw's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Waxhaw's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis

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

1. Individual fund financial statements
2. Other schedules
3. Schedule of expenditures of federal and state awards

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles

and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Town of Waxhaw and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Town of Waxhaw's financial statements. Our report will be addressed to the Mayor and the Board of Commissioners of the Town of Waxhaw. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and compliance will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Town of Waxhaw is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

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

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent

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

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

Audit Procedures—Internal Control

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

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

Audit Procedures—Compliance

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

Other Services

We will also assist in preparing the financial statements and related notes of the Town of Waxhaw in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met;

following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements..

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

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

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

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

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from

those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

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

Engagement Administration, Fees, and Other

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

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

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

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

We expect to begin our audit in August of 2015, upon receipt of required information, and to issue our reports no later than October 31, 2015. John W. Kapelar is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our hourly rates plus out-of-pocket costs (such as report reproduction, word processing, typing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$20,700 as stated on the signature page of the LGC's Contract to Audit Accounts. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all

time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

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.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2012 peer review report accompanies this letter.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

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

Very truly yours,

Potter & Company, P.A.



John W. Kapelar
Certified Public Accountant

RESPONSE:

This letter correctly sets forth the understanding of the Town of Waxhaw.

By: _____

Title: _____

Date: _____



System Review Report

May 29, 2013

To the Shareholders
Potter & Company, P.A.
and the Peer Review Committee
of the North Carolina Association of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Potter & Company, P.A. (the firm) in effect for the year ended December 31, 2012. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

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

In our opinion, the system of quality control for the accounting and auditing practice of Potter & Company, P.A. in effect for the year ended December 31, 2012, has been 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*. Potter & Company, P.A. has received a peer review rating of *pass*.

J. D. Cloud & Co. L.L.P.
Certified Public Accountants



POTTER & COMPANY
CERTIFIED PUBLIC ACCOUNTANTS

May 14, 2015

Mrs. Ann Sutton
Town of Waxhaw
PO Box 6
Waxhaw, North Carolina 28173

Dear Ann,

Enclosed is a copy of the audit contract for the year ending June 30, 2015 as well as an engagement letter for 2015. Please have these signed and return to us so we can submit to the LGC for approval.

Please let me know if you have any questions.

Sincerely,

John W. Kapelar
Certified Public Accountant

Enclosures

PROPOSED
TOWN OF WAXHAW FY2015-2016
VISION, MISSION, VALUES, STRATEGIC PRIORITIES, GOALS
AND OBJECTIVES

This document is the result of the Waxhaw Board of Commissioners **Vision, Mission** and **Values** refinement process, and their subsequent identification of 7 **Strategic Initiatives** they wish to undertake in the fiscal year ahead. The Board also agreed on **Goals** associated with their Strategic Initiatives. After the Goals were identified by the Board, staff worked to develop quantifiable or attainable **Objectives** to fulfill these Goals. Additionally, each of these Objectives has a “Responsible Party” assigned to ensure accountability and completion of each Objective.

The definition of each “Responsible Party” category is as follows:

- Board – Pure policy level decision, or within the Board’s sole realm of decision making authority.
- Management – Operational decision within the organization.
- Management & Board – Recommendation by management to the Board with final Board approval required.
- Town Attorney & Board – Recommendation by Town Attorney to the Board with final Board approval required.

Vision

Waxhaw is a friendly vibrant and prosperous Town where history and creativity build an enduring, safe and healthy community for people of all ages to live, learn, work, play or grow a business.

Mission

The unique character of Waxhaw is preserved and enhanced through responsibly serving residents, visitors and the business community with integrity and innovation.

Values

- **Accountability** – Taking personal responsibility for our actions and decisions as well as their consequences, in order to establish trust between and among elected officials, Town staff, and the community at large.
- **Innovation** – Applying progressive thinking, creativity, and adaptability to continually improve all areas of operations, resulting in a more agile and efficient organization.
- **Integrity** – Fortright, honest and respectful in our interactions with each other and the public at all times, building and reinforcing confidence in our ability to consistently deliver high quality service and results.
- **Professionalism** – Behaving responsibly and proactively in our delivery of services to the public, characterized by the quality and diligence with which it is carried out.
- **Respect** – Acting in a manner that demonstrates awareness, acknowledgement, and acceptance of the value and difference in people, in roles, and in organizations.
- **Stewardship** – Responsible management of resources entrusted to our care using sound and responsive decision making to ensure services, programs and tax policies are affordable and sustainable over time.
- **Teamwork** – We cooperate, coordinate and work together and with our partners in the best interests of the Town of Waxhaw.

Strategic Initiatives, Goals and Objectives

Strategic Initiative: Strong Financial Performance

Provide financial resources in a prudent and responsible manner through traditional and alternative sources of revenue, effective budgeting, and cost control with a focus on maintaining a healthy fund balance.

Goal: Create Revenue Sustainability in the Annual Budget.

- Project revenues in a conservative manner.
Responsible Party: Management/Board
- Prepare a five year revenue projection and update those projections annually.
Responsible Party: Management
- When investing Town funds, safety and liquidity will take precedence over yield.
Responsible Party: Management
- Evaluate the need for a Special Census in anticipation of the State moving Sales Tax revenue to a per capital distribution basis.
Responsible Party: Management
- Fund Balance Appropriated shall not exceed an amount that management can reasonably expect to save during the year, except in cases of emergencies, or for one-time capital expenses.
Responsible Party: Management/Board
- Fund Balance will not be used to fund on-going operational expenses.
Responsible Party: Management/Board

Goal: Identify and Prioritize Capital Needs.

- With the Annual Budget, staff will recommend a Five-Year Capital Improvement Plan which will list each capital project, the estimated cost, the proposed funding source and the anticipated year in which the project is to occur.
Responsible Party: Management/Board
- When funding capital items, priority will be placed on the replacement of existing equipment, maintaining existing facilities, and making enhancements to existing facilities.
Responsible Party: Management/Board
- Capital projects related to new facilities not currently in existence will require the identification of a specific funding source.
Responsible Party: Management/Board

Goal: Appropriately Account for Town Funds.

- Annually, an independent certified public accounting firm will issue an official opinion on the Town's annual financial statements to the Board of Commissioners.
Responsible Party: Board
- The Board of Commissioners will create an Audit Committee of two Board members to meet with the auditors and discuss their findings.
Responsible Party: Board
- Financial systems will be maintained to monitor revenues and expenditures on a monthly, quarterly, and annual basis.
Responsible Party: Management
- Staff will provide a Financial Summary Report at a Board of Commissioners meeting on a quarterly basis.
Responsible Party: Management

Goal: Use Debt in a Responsible Manner.

- When financially feasible, the Town's first choice for financing capital projects will be pay as you go.
Responsible Party: Management/Board
- Capital projects financed through the issuance of bonds or through an installment purchase contract (N.C.G.S. 160-A 20) shall be financed for a period not to exceed the anticipated useful life of the project.
Responsible Party: Management/Board

Goal: Maintain Healthy Reserves.

- The Town will strive to maintain an Undesignated General Fund Balance equal to seven months (58%), of the general operating budget. These funds will be used to avoid cash flow interruptions, generate investment income, eliminate the need for short-term borrowing, and for use in the case of unanticipated emergencies.
Responsible Party: Management/Board
- In the Annual Budget, the Town will strive to reserve the equivalent of up to 2 pennies on the Town's property tax rate for the purpose of funding capital expenditures on a pay-as-you-go basis.
Responsible Party: Management/Board
- The Town will establish a General Fund Contingency Reserve to provide for unanticipated expenditures of a nonrecurring nature to meet unexpected increases in service delivery costs. This reserve will be budgeted at an amount up to 1% of recurring General Fund revenues estimated for that fiscal year.
Responsible Party: Management/Board

Strategic Initiative: Ensure Operational Excellence

Plan, allocate resources, and operate all departments effectively and efficiently in order to meet the citizen's needs for local government services.

Goal: Provide Exceptional Customer Service and Communication.

- Each employee's performance evaluation will reflect a focus on customer service.
Responsible Party: Management
- Any annual employee salary increases will be merit based as to encourage exceptional employee customer service and performance. The employee performance evaluation cycle will begin July 1st of each year.
Responsible Party: Management
- Establish an employee recognition program to recognize, reward and encourage exceptional customer service and performance.
Responsible Party: Management
- Utilize regular Town Manager/Employee meetings to enhance communication within the organization.
Responsible Party: Management

Goal: Identify Board of Commissioner and Town Manager Responsibilities and Protocols.

- In order to create a working environment where Board/Manager responsibilities and protocols are clearly defines and understood, conduct a Workshop on this topic.
Responsible Party: Management/Board
- Memorialize the agreed upon results of this workshop into Board of Commissioner/Town Manager Protocol Manual.
Responsible Party: Management/Board

Goal: Invest in Town Employees.

- Provide internal training opportunities for supervisors as well as front line staff.
Responsible Party: Management
- Require key staff to be active members of their State-wide professional associations.
Responsible Party: Management
- Promote and fund higher educational opportunities which will benefit employees and the Town.
Responsible Party: Management
- Implement the Salary Study results recently prepared by the COG.
Responsible Party: Management/Board

- Implement career development program for high performing employees.
Responsible Party: Management/Board

Goal: Measure the Performance of Town Services.

- The Town will develop performance metrics and productivity ratios to measure the performance of Town services.
Responsible Party: Management
- To the degree possible, these performance measures will be benchmarked against measures from other jurisdictions.
Responsible Party: Management
- Explore the possibility of participating in the North Carolina Performance Measurement and Benchmarking Project.
Responsible Party: Management

Goal: Improve Operational Effectiveness and Efficiency.

- Through the Annual Budget process make recommendations regarding organizational structure changes that will create a more effective and efficient organization.
Responsible Party: Management/Board
- Through the Annual Budget process create new cost centers (new Departments and Divisions) in order to capture the true cost of all Town services.
Responsible Party: Management/Board
- After the first 90-100 days of the Town Manager's employment, he will present his assessment of the Town's strengths and weaknesses and make recommendations to the Board for improvement.
Responsible Party: Management

Strategic Initiative: Improve Core Infrastructure and Services

Support and enhance the quality of life for residents by delivering responsive and efficient services to all neighborhoods and maintaining reliable and cost-effective infrastructure and systems in a manner that emphasizes customer satisfaction, public service, and good stewardship of natural and fiscal resources.

Goal: Assess the Condition of Critical Infrastructure within the Town.

- Contract with an engineering firm to conduct an assessment of public infrastructure installed by developers without inspection oversight.
Responsible Party: Management
- Contract with an engineering firm to conduct an assessment of Town-owned street surfaces for the purpose of prioritizing street resurfacing projects.
Responsible Party: Management

- Determine the current street resurfacing schedule compared to the needed street resurfacing schedule.
Responsible Party: Management
- Work with Union County to determine the cause of water and sewer infrastructure issues in the downtown area.
Responsible Party: Management

Goal: Properly Maintain Critical Infrastructure within the Town.

- Contract with an engineering firm for assistance in developing an on-going street and associated infrastructure construction inspection program.
Responsible Party: Management
- Implement a street and associated infrastructure construction inspection program.
Responsible Party: Management/Board
- Develop a legal process by which streets and the associated infrastructure can be turned over to the Town when desired by property owners abutting that infrastructure.
Responsible Party: Town Attorney/Board
- Develop a plan with Union County to correct water and sewer infrastructure issues in the downtown area.
Responsible Party: Management

Goal: Improve Traffic Congestion and Traffic Safety.

- Review Hwy. 16 Corridor Plan and Downtown Plan for traffic impact.
Responsible Party: Management
- Determine if there are any transportation projects in Waxhaw that would qualify for the NCDOT's Congestion Mitigation and Air Quality Program (CMAQ).
Responsible Party: Management
- Determine if there are any Transportation Projects in Waxhaw that would qualify for the NCDOT's Spot Safety Program.
Responsible Party: Management
- Have a specific assessment conducted on Kensington Drive to determine the proper type of road this should be, and create design alternatives that will improve the road condition and safety.
Responsible Party: Management/Board

Strategic Initiative: Promote Meaningful Community Building and Engagement

Engage our citizens to create an inclusive community where there is a sense of belonging, a place where there is trust, and where people know their neighbors.

Goal: Provide Consistent and Meaningful Internal and External Communication.

- Provide a weekly electronic Town Manager report to the Board of Commissioners and key staff.
Responsible Party: Management
- Distribute The Village News on a monthly basis.
Responsible Party: Management
- Update the Town's website design including improved mobile access.
Responsible Party: Management
- Expand the Town's Social Media presence.
Responsible Party: Management
- Have a "Town of Waxhaw" promotional presence in downtown events.
Responsible Party: Management
- Increase "electronic" communication between the Waxhaw Police Department and the citizens of Waxhaw.
Responsible Party: Management
- Develop a promotional campaign to educate citizens on the many services the Town provides.
Responsible Party: Management

Goal: Develop and Promote Town Legislative Priorities.

- Annually, the Board of Commissioners will meet to develop and adopt a list of legislative priorities for the Town.
Responsible Party: Board
- Evaluate the Town's legislative reach with, NCLM, COG, regional partners, State Legislators, etc...
Responsible Party: Board
- Have a strong Waxhaw Board of Commissioners presence at the annual Town Hall Day in Raleigh.
Responsible Party: Board

Goal: Support High Functioning Boards and Committees - TO BE DEVELOPED

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Strategic Initiative: Implement Quality of Life Services our Community Desires

Enhance Waxhaw's reputation for safety and maintaining our small town identity by providing a vibrant downtown, pedestrian friendly community, extensive park and greenspace system, and recreational and cultural activities.

Goal: Provide a Safe Community.

- Increase participation in the Neighborhood Watch Program.
Responsible Party: Management
- Promote the many special programs offered by the Waxhaw Police Department to the citizens of Waxhaw.
Responsible Party: Management
- Increase staff resources for the Police Department's Community Policing Division.
Responsible Party: Management Recommendation/Board Approval
- Work with Union County Schools to improve school safety zones.
Responsible Party: Management
- Support the Waxhaw Fire Department in their desire to increase their level of service through an increase in their Fire Tax Rate.
Responsible Party: Board
- Town Manager will appoint a staff liaison to the Waxhaw Volunteer Fire Department.
Responsible Party: Management

Goal: Offer High Quality Recreation Facilities.

- Complete the Operations and Maintenance Agreement with the YMCA.
Responsible Party: Management/Board
- Assuming the results of the due diligence process come back favorable, complete the property purchase with Wells Fargo related to the YMCA agreement.
Responsible Party: Board
- Develop options for expanding parking at Nesbit Park.
Responsible Party: Management
- Create a dedicated Parks Maintenance position with the FY15-16 Annual Budget.

Responsible Party: Management/Board

Goal: Offer High Quality Cultural and Recreational Programs.

- Engage the Museum of the Waxhaws to see if there is a willingness to develop cultural recreation programming with the Town.
Responsible Party: Management
- Create a Parks and Recreation handbook to describe park facilities and recreation programs offered by (or in conjunction with) the Town.
Responsible Party: Management

Strategic Initiative: Develop Productive and Strategic Partnerships.

We will build an active, vibrant community for residents of all ages through quality services, facilities, and programs through partnerships that meet the highest standards of excellence.

Goal: Build and Strengthen Strategic Partnerships.

- Work with Union County Public Schools to see if there is a more centralized location for the Alternate School.
Responsible Party: Management
- Work with Union County to identify how their new Parks and Recreation Master Plan will impact Waxhaw.
Responsible Party: Management
- Work with Southern Piedmont Community College to see if there is an interest in expanding classes and programs to Waxhaw.
Responsible Party: Management

Goal: Communicate with Local and Regional Partners.

- Hold a joint meeting with surrounding jurisdictions that are willing to meet and discuss forming partnerships around common interests and goals.
Responsible Party: Board
- Hold a meeting with our State Representatives, NCDOT, and surrounding jurisdictions to discuss local transportation issues.
Responsible Party: Board

Goal: Create Financial Partnerships.

- When feasible, the Town will seek financial partnerships with organizations in the community as a means of providing services in the most cost-effective way.
Responsible Party: Management/Board
- When improving or constructing Town-owned facilities, the Town will seek financial partnerships, when feasible, with organizations or individuals who benefit from those facilities in order to limit the use of public funds and to maximize the benefit of those funds.
Responsible Party: Management/Board

TO BE UPDATED:

Strategic Initiative: Implement Intelligent Growth and Economic Development Strategies

To enhance the quality of life of the citizens by pursuing a balanced tax base by targeting businesses that will contribute sustainable, environmentally sensitive development and by planning for orderly growth and development.

Goal: Promote Economic Development, Jobs, and Tax Base Diversification.

- Upon completion of the update to the Comprehensive Plan, create a staff/consultant/Planning Board based process to develop a new recommended UDO.
Responsible Party: Management/Board
- The UDO process will also involve a community review and community input process before adoption.
Responsible Party: Management/Board
- Receive an annual work plan and presentation of accomplishments from the Waxhaw EDC.
Responsible Party: Board

Goal: Support Downtown Development and Downtown Activities.

- Become a member of the NC Main Street Program.
Responsible Party: Management/Board
- Invest in a full-time Main Street Coordinator.
Responsible Party: Management/Board
- Main Street Coordinator will review the organizational structure of the Waxhaw Main Street program as it relates to other Town Boards and Committees and develop recommendations for improvement.
Responsible Party: Management/Board
- Conduct a downtown parking study to determine parking needs in the downtown area.
Responsible Party: Management/Board
- Engage downtown Board and Commission stakeholders to get input on the best use of the McDonald House.
Responsible Party: Management
- Begin implementation of the Wayfinding Plan.
Responsible Party: Management
- Identify the highest and best use of Town-owned property in the downtown area.
Responsible Party: Board

Goal: Continue to Streamline the Permitting, Development and Inspection Process.

- Develop Performance Measures and identify benchmark partners to determine performance.
Responsible Party: Management

- Develop a customer survey for customers of the permitting, development and building inspection services to gauge satisfaction of these services.

Responsible Party: Management



Town of Waxhaw

Appointment to Town Boards / Committees Application

The Waxhaw Town Board of Commissioners believes that all citizens have the right to participate in making town decisions. By being appointed to Town Boards, citizens are able to help make valuable decisions about and for The Town of Waxhaw. Below is a list of Waxhaw boards. The Board of Commissioners make appointments at different times. Your application will remain active for two years. Below is a list of Town Boards appointed by the Commissioners. Please indicate below which board you are interested in being appointed.

- | | | |
|---|--|--|
| <input type="checkbox"/> ABC Board | <input checked="" type="checkbox"/> Beautification | <input type="checkbox"/> Board of Adjustment |
| <input type="checkbox"/> Planning Board | <input type="checkbox"/> Parks & Rec. Advisory Board | <input type="checkbox"/> Downtown Neighborhoods Advisory Committee |
| <input type="checkbox"/> Volunteer | <input type="checkbox"/> Historic Commission | <input type="checkbox"/> Providence Road Corridor Advisory Committee |

Full Name LINDA ERWIN
 Address 4106 CITATION DR Phone 704-256-9733 Cell 201-315-9528
 E-mail Address L.ERWIN2000@YAHOO.COM Fax Number N/A
 Employment RETIRED - BANK OF AMERICA Job Title VICE PRESIDENT
 Years Employed 40
 Education Background HIGH SCHOOL - DEGREE IN BANKING
 Years as a Waxhaw Citizen 2 yrs AIB

What information would you like the Board to know concerning your interest in serving?
I LIVED IN BAYONNE, N.J. FOR 34 YRS. I FELT THAT I SHOULD BE INVOLVED IN THE COMMUNITY. FOR 34 YRS. I SERVED ON MANY BOARDS TO BENEFIT THE TOWN + NON-PROFITS
 Are you currently serving on or have served on any public board or commission?
 If so, please list below with dates.

Board BAYONNE ECON. DEV. AGENCY Date _____
BAYONNE BEHAVIORAL CENTER _____
BABER-SIMPSON AUTISM AWARENESS _____

Date: ~~4/20/14~~ 4/20/15 Signature: Linda Erwin over



Since 1889

Town of Waxhaw

Application for Boards & Committees

APPLICANTS ARE REQUIRED TO BE RESIDENTS OF THE TOWN OF WAXHAW

- ABC Board
- Beautification Committee
- Board of Adjustment
- Comprehensive Plan Steering Committee
- Financial Advisory Committee
- Historic Preservation Committee
- I.T. Advisory Committee
- Parks & Recreation Advisory Board
- Planning Board
- Small Town Main Street Committee

Full Name: Leslie Kellam Years as a Waxhaw Resident: 1 year

Home Address: 2105 Trace Creek Drive

City: Waxhaw State: NC Zip: 28173

Home Phone: 704-617-7396 Cell Phone: same

Email Address: LeslieNichole214@yahoo.com

Current Employment: Bank of America - Senior Auditor

Education: UNC Charlotte - BSBA in Finance & BS in Accounting

Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction? [X] NO [] YES (If yes, please explain complete disposition below.)

Have you ever been convicted of a misdemeanor or felony in any jurisdiction within the last ten years? [X] NO [] YES (If yes, please explain complete disposition below.)

Is there any possible conflict of interest that would prevent you from fairly and impartially discharging your duties within the last ten years? [X] NO [] YES (If yes, please explain conflict below.)

Why are you interested in serving on this board or committee?

Interested in preserving the history of Waxhaw and have a genuine interest in history

Please describe any background or abilities that qualify you to serve on this board or committee.

Previous experience on WHPC & HOA experience

List any boards you are currently serving on:

Camperly Neighborhood HOA
WHPC

List any boards you have served on in the past:

WHPC
DAN'S LAKE HOA

I understand that this application is a public record and is subject to disclosure upon request pursuant to North Carolina Public Records Law (NCGS 132-1). I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize and consent to a background check and to the investigation and verification of all statements contained herein. I further authorize that all information concerning my qualifications to be investigated and release all parties from all liability for any damages that may result from this investigation. I understand and agree that any misstatements shall be cause for removal from any board or committee.

Signature:

Deslin Keller

Date:

5/7/15

Please Submit To: Melody Shuler, Town Clerk, PO Box 6, Waxhaw, NC 28173
E-mail to mshuler@waxhaw.com or fax to (704) 843-2196



Since 1889

Town of Waxhaw

Application for Boards & Committees

APPLICANTS ARE REQUIRED TO BE RESIDENTS OF THE TOWN OF WAXHAW

- ABC Board, Beautification Committee, Board of Adjustment, Comprehensive Plan Steering Committee, Financial Advisory Committee, Historic Preservation Committee, I.T. Advisory Committee, Parks & Recreation Advisory Board, Planning Board, Small Town Main Street Committee

Full Name: RICHARD NEAL MATHER Years as a Waxhaw Resident: 5

Home Address: 109 ESSAU RD

City: WAXHAW State: NC Zip: 28123

Home Phone: 704 - 256-4871 Cell Phone:

Email Address: dmather@logosjms.net

Current Employment: RETIRED

Education: BA SO.IL. UNIV - HISTORY POST GRADUATE - HISTORY - UNIV. OF WASHINGTON

Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction? [X] NO [] YES (If yes, please explain complete disposition below.)

Have you ever been convicted of a misdemeanor or felony in any jurisdiction within the last ten years? [X] NO [] YES (If yes, please explain complete disposition below.)

Is there any possible conflict of interest that would prevent you from fairly and impartially discharging your duties within the last ten years? [X] NO [] YES (If yes, please explain conflict below.)

Why are you interested in serving on this board or committee?

I AM INTERESTED IN HISTORY

Please describe any background or abilities that qualify you to serve on this board or committee.

HISTORICAL MASON & CARPENTER

List any boards you are currently serving on:

HISTORIC PRESERVATION

List any boards you have served on in the past:

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Signature:

Richard Mather

Date:

5-12-15

Please Submit To: Melody Shuler, Town Clerk, PO Box 6, Waxhaw, NC 28173

E-mail to mshuler@waxhaw.com or fax to (704) 843-2196



Since 1889

Town of Waxhaw

Application for Boards & Committees

APPLICANTS ARE REQUIRED TO BE RESIDENTS OF THE TOWN OF WAXHAW

- ABC Board
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- Financial Advisory Committee
- Historic Preservation Committee
- I.T. Advisory Committee
- Parks & Recreation Advisory Board
- Planning Board
- Small Town Main Street Committee

Full Name: Helena Moore Years as a Waxhaw Resident: 4.5 yrs

Home Address: 2700 Merryvale Way

City: Waxhaw State: NC Zip: 28173

Home Phone: 704 256-9152 Cell Phone:

Email Address: moore3boyz@aol.com

Current Employment: Wells Fargo

Education: B.S. Shaw University MBA Drexel University

Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction? [X] NO [] YES (If yes, please explain complete disposition below.)

Have you ever been convicted of a misdemeanor or felony in any jurisdiction within the last ten years? [X] NO [] YES (If yes, please explain complete disposition below.)

Is there any possible conflict of interest that would prevent you from fairly and impartially discharging your duties within the last ten years? [X] NO [] YES (If yes, please explain conflict below.)

Why are you interested in serving on this board or committee?

I support/believe in civil duties & responsibility. I am committed to historic preservation.

Please describe any background or abilities that qualify you to serve on this board or committee.

I manage large scale project and heavily involved in process improvement / change management.

List any boards you are currently serving on:

N/A

List any boards you have served on in the past:

Waxhaw Historic Preservation Commission

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Signature:

Date:

5-14-2015

Please Submit To: Melody Shuler, Town Clerk, PO Box 6, Waxhaw, NC 28173
E-mail to mshuler@waxhaw.com or fax to (704) 843-2196



Since 1889

Town of Waxhaw

Application for Boards & Committees

APPLICANTS ARE REQUIRED TO BE RESIDENTS OF THE TOWN OF WAXHAW

- ABC Board
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- Financial Advisory Committee
- Historic Preservation Committee
- I.T. Advisory Committee
- Parks & Recreation Advisory Board
- Planning Board
- Small Town Main Street Committee

Full Name: George William Reavis	Years as a Waxhaw Resident: 15 years
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Home Address:
3508 Buckeye Court

City: Waxhaw	State: N.C.	Zip: 28173
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Home Phone: 704-243-0919	Cell Phone: 704-605-4305
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Email Address:
georgereavis@carolina.rr.com

Current Employment:
Retired 40 years Rea Brothers Inc.

Education:
13 years

Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?
 NO YES (If yes, please explain complete disposition below.)

Have you ever been convicted of a misdemeanor or felony in any jurisdiction within the last ten years?
 NO YES (If yes, please explain complete disposition below.)

Is there any possible conflict of interest that would prevent you from fairly and impartially discharging your duties within the last ten years?
 NO YES (If yes, please explain conflict below.)

Why are you interested in serving on this board or committee?

Being a resident for 15 years I have watched Waxhaw grow. I would like to be on the planning side for the present and future amenities for out town.

Please describe any background or abilities that qualify you to serve on this board or committee.

Strong construction background. Have been a part of bringing entire retirement communities together.

List any boards you are currently serving on:

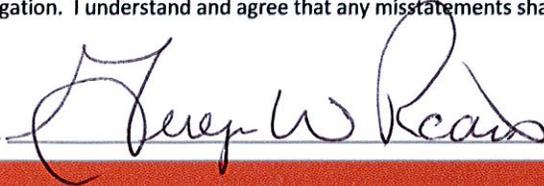
ABC Board. Park and Recreation Advisory Board

List any boards you have served on in the past:

None

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Signature:



Date:

April 28, 2015

Please Submit To: Melody Shuler, Town Clerk, PO Box 6, Waxhaw, NC 28173

E-mail to mshuler@waxhaw.com or fax to (704) 843-2196

Save and Submit



Since 1889

Town of Waxhaw
Application for Boards & Committees

APPLICANTS ARE REQUIRED TO BE RESIDENTS OF THE TOWN OF WAXHAW

- ABC Board
Beautification Committee
Board of Adjustment
Comprehensive Plan Steering Committee
Financial Advisory Committee
Historic Preservation Committee
I.T. Advisory Committee
Parks & Recreation Advisory Board
Planning Board
Small Town Main Street Committee

Full Name: Justin Richard Newton
Years as a Waxhaw Resident: 8.2

Home Address: 8100 Penman Springs Drive

City: Waxhaw
State: NC
Zip: 28173

Home Phone: 704 243 6581
Cell Phone: 704 560 2330

Email Address: jnew35@gmail.com

Current Employment: Motorola Mobility Inc - Senior Project manager

Education: BA in Business from Strayer University

Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?
[checked] NO [] YES (If yes, please explain complete disposition below.)

[Empty box for explanation]

Have you ever been convicted of a misdemeanor or felony in any jurisdiction within the last ten years?
[checked] NO [] YES (If yes, please explain complete disposition below.)

[Empty box for explanation]

Is there any possible conflict of interest that would prevent you from fairly and impartially discharging your duties within the last ten years?
[checked] NO [] YES (If yes, please explain conflict below.)

[Empty box for explanation]

Why are you interested in serving on this board or committee?

As an active member in the community (See Below) I want to see Waxhaw grow and make our town as attractive and sought after place to live.

Please describe any background or abilities that qualify you to serve on this board or committee.

I have a business Program Management background that has served me for over 15 years at my Job at Motorola that will hopefully help this board with time and resource management duties.

List any boards you are currently serving on:

VP of the Board Waxhaw Athletic Association as well as current Flag Football commissioner
VP of board Providence Grove HOA
I am also the current 8th grade Head Coach at Cuthbertson Middle School Football team.

List any boards you have served on in the past:

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Signature: _____

Justin Newton

Digitally signed by Justin Newton
DN: cn=Justin Newton, o, ou,
email=jnew35@gmail.com, c=US
Date: 2015.04.14 12:04:20 -04'00'

Date: _____

Please Submit To: Melody Shuler, Town Clerk, PO Box 6, Waxhaw, NC 28173
E-mail to mshuler@waxhaw.com or fax to (704) 843-2196

Save and Submit