

MAYOR
Michael L Alvarez

MAYOR PRO TEM
David L. Cohn



TOWN COUNCIL
Robert W. Allen
Christopher M. King
Darlene T. Luther
David K. Waddell

Indian Trail Town Council Meeting
May 28, 2013
Civic Building
6:30 p.m.

1. CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE

2. ADDITIONS AND DELETIONS

3. MOTION TO APPROVE AGENDA

4. PRESENTATIONS

- a. Public Safety Committee Annual Report

5. PUBLIC COMMENTS

6. CONSENT AGENDA

- a. Approval of May 14, 2013 draft minutes
- b. Approval of Tinsley & Terry Audit Contract and Rep. Letter
- c. Budget Amendments
- d. Approval of a Resolution directing the Town Clerk to investigate the sufficiency of the proposed voluntary Annexation Petition # 136
- e. Approval of the Certificate of Sufficiency
- f. Approval of a Resolution setting the Public Hearing date for Annexation # 136 to June 11, 2013. Location: Hwy 74 and the Chestnut Parkway PIN # 07-105-005-90; Applicant: Property Owners

7. PUBLIC HEARINGS

- a. 2013-2014 Fiscal Year Budget

action

8. BUSINESS ITEMS

None

9. DISCUSSION ITEMS

- a. Discuss conduct and false allegations made by Mayor Alvarez toward Sheriff Lt. Coble, Council Members and other allegations where he has shown no proof of guilt – *this item was requested by Council Member Cohn*

10. MANAGERS REPORT

11. COUNCIL COMMENTS

12. CLOSED SESSION

action

13. ADJOURN

action

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

AS A COURTESY, PLEASE TURN CELL PHONES OFF WHILE MEETING IS IN PROGRESS

The Town of Indian Trail is committed to providing all citizens with the opportunity to participate fully in the public meeting process. Any person with a disability who needs an auxiliary aid or service in order to participate in this meeting may contact the Town Clerk at least 48 hours prior to the meeting. The e-mail address is townclerk@admin.indiantrail.org; the phone number is 704-821-2541



Town of Indian Trail
Minutes of Town Council

May 14, 2013

Civic Building

6:30 P.M.

The following members of the governing body were present:

Mayor: Michael L. Alvarez

Council Members: Robert Allen, David Cohn, Christopher King, Darlene Luther, and David Waddell.

Staff Members: Town Manager Joe Fivas, Town Clerk Peggy Piontek, Town Attorney Keith Merritt, Director of Community & Economic Development Kelly Barnhardt, Planning Director Shelley DeHart, Finance Director Marsha Sutton, Tax Collector Janice Cook, Director of Engineering and Public Works Scott Kaufhold, Director of Human Resources Miriam Lowery, Senior Planner Rox Burhans, and Public Information Officer/Events Coordinator Rebecca Carter.

CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Alvarez led in the Pledge of Allegiance and announced there are openings on Indian Trail Boards and Committees.

ADDITIONS AND DELETIONS

Christopher King made a motion to approve adding Site solutions as item 8a and move the other items down one (a to b etc.).

Council voted unanimously in favor of the motion.

David Waddell made a motion to approve adding Council Budget Schedule as item 8f.

Council voted unanimously in favor of the motion.

MOTION TO APPROVE AGENDA

Christopher King made a motion to approve the agenda.

Council voted unanimously in favor of the motion.

PRESENTATIONS

a. Proclamation for Indian Trail Presbyterian Church

Mayor Alvarez read the Proclamation and presented it to Reverend Jim Johns **(COPY ATTACHED HERETO AND MADE A PART OF THE RECORD)**

b. Union County Council on Aging

Linda Smosky and Don Helms Representatives for Council of the Aging requested donations from the Town of Indian Trail and provided their history and overall mission and goal, which is to giving the senior citizens in Union County the opportunity to stay here. Ms. Smosky explained the many services the organization provides, funding opportunities and statistics on various matters.

c. Presentation to Bill Smith, Union County Urban Forrester for his work on the Mayor's Tree Initiative

Mayor Alvarez explained the Mayor's Tree Initiative, thanking Mr. Smith for his assistance and support. He presented Mr. Smith with a collage of photographs from the project. Mayor Alvarez thanked Ms. DeHart and staff for their hard work on this project.

d. Recycling Update by Waste Pro

Jennifer Herring a representative for Waste Pro provided statistics on the recycle waste increase and saving of trees, energy, and space as a result of providing residents the larger recycling container.

e. Lupus Awareness Month Proclamation

Mayor Alvarez read the Proclamation. **(COPY ATTACHED HERETO AND MADE A PART OF THE RECORD)**

PUBLIC COMMENTS

Art Spurr, 4300 Woodcreek Court, Indian Trail, NC spoke on high density housing advising that crime was increased where he came from in Compton, Ca once it was offered. Vandalism increased 200% when Meridian Apartments were put up. He expressed his concern that Indian Trail does not have operational risk management programs when an event is being held. He proposed that the Public Safety Committee be tasked with making up a risk management plan and procedures for the town.

Amanda Faulkenberry, 519 Picketts Circle, Indian Trail, NC explained a situation on a recent Public Information Request, describing duplicates that were printed. She advised she has yet to receive an explanation on the duplicates and is questioning why it was not noticed. She suggested that be provided suggestions on how to improve the process.

Jerry Morse, 271 Unionville Indian Trail Road, Indian Trail, NC advised he is a concerned citizen trying to improve Indian Trail and the quality of life. He started to get involved when the Animal Control Ordinance came up and then the Law Enforcement contract came up. He would like everyone to feel comfortable speaking their mind and not be judged.

Michael Faulkenberry, 519 Picketts circle, Indian Trail, NC stated the Public Comments Policy informs residents that they are being recorded by the Town but that not only are the citizens being recorded they are also being videoed by a town official. He will be submitting a Public Information Request tomorrow for copies of the videos by Robert Allen. He stated a comment made by Mr. Merritt in 2009.

CONSENT AGENDA

- a. Approval of April 23, 2013 draft minutes
- b. Tax Report for Month End April 2013 **(COPY ATTACHED HERETO AND**

MADE A PART OF THE RECORD)

- c. MSLO Rocky River Road **(COPY ATTACHED HERETO AND MADE A PART OF THE RECORD)**
- d. Budget Amendments **(COPY ATTACHED HERETO AND MADE A PART OF THE RECORD)**

Christopher King made a motion to approve the Consent Agenda.
Council voted unanimously in favor of the motion.

PUBLIC HEARINGS

None

BUSINESS ITEMS

- a. Site Solutions - This item was added as a result of a motion made under Additions and Deletions

Mr. Fivas advised we are here today to provide Council with some ideas and thoughts for consideration. With the hopes that they will provide direction on where they want to go with the design. Mr. Fivas explained that both Council and staff have mentioned that this park should have both active and passive amenities and Site Solutions has created some new ideas.

Jeff Ashbaugh provided the concept designs for Chestnut Park, explaining both the active and passive amenities. Council had a discussion on the amenities and by consensus Council agreed that Site Solutions and staff were on the right track in designing the concept.

- b. Town Manager Budget Recommendation

Mr. Fivas advised what you will see in the overall budget is a continuation of projects we have been discussing for a while. A key point is this is a draft and we will be happy to make whatever changes suggested. He thanked the Council, residents and staff for their hard work, advising we have one of the most efficient governments with approximately 30 employees. Mr. Fivas stated that most of this budget discusses tackling traffic congestion issues. He presented to Council the Towns accomplishments, budget process, population growth, tax classification, organization chart, municipal tax rates for towns our size, debit service ratio, intergovernmental ration, a penny chart showing how each penny is spent, town revenues and an expense summary. Mr. Fivas provided some highlights from the past year: law enforcement contract, pathways 2 progress initiative, and reduction of solid waste expenditures and an overview of most departments.

Council had a lengthy discussion with Mr. Fivas, topics included: infrastructure, current debt and the purpose and benefits of the Capital Reserve Fund. Mr. Fivas announced that the proposed budget will be available for the public on the Town website, with the Town Clerk and at the Indian Trail Library after 5:00 pm tomorrow.

c. Council requested Community Center/Municipal Center Financing Information

Mr. Fivas explained staff did some basic analysis and are willing to do more if requested. He advised there are many different options: installment purchase loans or bonds. Mr. Fivas advised to move forward you are looking at a mix of options, there has been a fund put together that can be used to build a Municipal Center (\$1,400,000), it's a start and is accruing interest; he explained the many ways it can be used. Mr. Fivas gave cost estimates to finance \$4,000,000 for 5, 10 & 15 years.

d. Council Consideration of Approval of Indian Trail Citizen Academy

Rebecca Carter explained how the academy would work, its benefits to both the citizens and staff. Council discussed graduation, course information, applicants and the possibility of it being applied to community service hours.

Robert Allen made a motion to approve the development and implementation of the program. Council voted unanimously in favor of the motion.

e. Prohibitive Costs and policies of obtaining public information - *This matter was requested by Council Member Waddell*

Mr. Waddell explained this is the result of what Ms. Faulkenberry referred to in Public Comments. Mr. Waddell feels the two sides are: cost must be charged for basic materials the other side is that this is public information and should not create a hardship on the individuals requesting it. He explained that you can receive a hard copy of the information or digital copy and provided the inconveniences of digital copies. Mr. Waddell suggested that staff address the junk mail, procedures and duplications. Mr. Fivas provided the explanation on the duplications and advised that staff removed all duplications and advertisements resolving the issue. Council had a lengthy discussion on this matter requesting that Mr. Merritt review the current policy and bring back suggested policy options to assist in the resolution of this problem.

f. Council Budget Schedule - This item was added as a result of a motion made under Additions and Deletions

Mr. Fivas explained that there was conversation about amending the budget schedule that Council adopted on March 26, 2013 and requested that Council provide staff with direction on how to proceed with the schedule. By consensus Council directed staff to continue with the adopted schedule.

DISCUSSION ITEMS

None

MANAGERS REPORT

Mr. Fivas complimented Ms. Sutton and Ms. Smith on putting the budget together, advising this is simply a starting point and staff will make any changes requested by Council. He complimented all other staff members for putting their own budget together. He agrees we need to take Risk Management seriously, and we do go through a risk assessment for our events. Mr. Fivas reminded everyone there is another movie night on Friday, Family Fun Day is June 8th and getting ready for the July 4th parade as well.

12. COUNCIL COMMENTS

Mayor Alvarez advised he was at the movie on Friday night and requested that EMS stay for the entire event and to please have a first aid kit available as well. He reminded everyone about the Historical Society Spaghetti Dinner Fund Raiser being held at VFW on Friday, May 17th.

Mr. Waddell said when the budget comes out he encouraged the public look at it and if you have any ideas, reservations, concerns to let them know, this is your town, we're doing your business, we work for you. This and the ballot box as a resident of the town you have a responsibility to look things over and be represented.

Ms. Luther stated that Waste Pro cost savings really jumped out a \$2,500,000 over a five year savings along with increased and better services. That savings could fund one third of our parks.

Mr. Allen stated he had the pleasure of attending the Sun Valley JROTC Navy Ball stating it was incredible and explained some highlights of the event. He thanked the Town Clerk for the Proclamation she created for him to present to them advising the Commanders were touched

and very appreciative. Mr. Allen explained the many things the JROTC does for our community, they are an asset to be cherished and it was his pleasure to acknowledge them.

Mr. Cohn stated as Council Members we have ipads and gadgets up here but requested when someone makes a presentation, let's not use our ipads and be respectful to those that are presenting. He stated that the savings with Waste Pro is great, thanked staff for what they do, stating that you work hard and do a great job, I appreciate you and believes most people in this room do as well. Understand there's a band of 4 up here and now I'm in your band. Back in February we were a band and were screaming at each other, we work hard up here and do the right thing for Indian Trail. We don't think alike but we all have the same goal in mind for the betterment of our town. He knows apartments are a big topic, when you think about it we think it's not what we need or want but we should at least look at it. If you tell me you don't want them, they won't go up but I'm asking the citizens to sit down, be reasonable and look at it.

Mr. King stated that this evening Mr. Fivas spoke briefly about the financing options with the Community/Municipal Center, we didn't really touch on it, but it is a topic that will he will bring back after the budget is approved

CLOSED SESSION

None

ADJOURN

Christopher King made a motion to adjourn
Council voted unanimously in favor of the motion.

APPROVED:

Michael L. Alvarez, Mayor

Attest:

Peggy Piontek, Town Clerk

DRAFT



TO: Mayor and Town Council

FROM: Joe Fivas

DATE: May 28, 2013

SUBJECT: Annual Approval of Audit Contract and Rep Letter

With the end of the year approaching it is time again to prepare for our end of year financial audit by our auditors, Tinsley and Terry. The Local Government Commission (LGC) approval is required for all contracts and invoices for audit services in the state of North Carolina, including special audits and agreed-upon procedures for local governments. As part of their approval process the LGC requires the following:

- Approval of the audit contract and rep letter by the governing board; and,
- The Mayor's signature indicating approval on the contract and rep letter.

Staff is recommending the Council approve the attached contract for services.

TINSLEY & TERRY, CPAS, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

May 9, 2013

To Town Council and Members of Management of
Town of Indian Trail
PO Box 2430
Indian Trail, NC 28079

We are pleased to confirm our understanding of the services we are to provide the Town of Indian Trail for the year ended June 30, 2013. 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 Indian Trail as of and for the year ended June 30, 2013. 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 Indian Trail'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 Indian Trail'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 Indian Trail'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:

- 1) Schedule of expenditures of federal and state awards.
- 2) Schedule of Ad Valorem Tax Receivable
- 3) Analysis of Current Tax Levy
- 4) Combining and Individual Fund Financial Statements
- 5) Budgetary Schedules

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. The objective also includes reporting 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 in accordance with *Government Auditing Standards*.

- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996, OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* and the State Single Audit Implementation Act.

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance and OMB Circular A-133 in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of OMB Circular A-133, and the State Single Audit Implementation Act and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. We will make reference Potter & Company's audit of the Town of Indian Trail Alcoholic Beverage Control Board in our report on your financial statements. 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 or the Single Audit compliance opinions 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 a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements, schedule of expenditures of federal and state awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal and state awards in accordance with the requirements of OMB Circular A-133 and the State Single Audit Implementation Act. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal and state awards, and related notes. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal and state awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal and state awards, and related notes prior to their issuance and have accepted responsibility for them. You agree to assume all management responsibilities for any nonaudit services we provide; oversee the services by designating an individual, Marsha Sutton, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements 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 ensuring that management is reliable and financial information is reliable and properly recorded. 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. You are also responsible for arranging access to the component unit's auditors.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and 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 entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for preparation of the schedule of expenditures of federal and state awards in conformity with OMB Circular A-133 and the State Single Audit Implementation Act. You agree to include our report on the schedule of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and state awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with OMB Circular A-133; (2) that you believe the schedule of expenditures of federal and state awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (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 schedule of expenditures of federal and state awards.

You are also responsible for the preparation of the other 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. 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 for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or 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. With regard to using the auditor's report, you understand that you must obtain our written consent to reproduce or use our report in bond offering official statements or other documents.

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 entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any 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 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 the financial statements and related matters.

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 internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

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, *Government Auditing Standards*, and OMB Circular A-133.

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 Indian Trail's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Town of Indian Trail's major programs. The purpose of these procedures will be to express an opinion on the Town of Indian Trail's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

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

You agree that any dispute that may arise regarding the meaning, performance or enforcement of this engagement will, prior to resorting to litigation, be submitted to mediation, and that the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall be administered within the county of Mecklenburg, according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to North Carolina law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.

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.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal and state awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Tinsley & Terry, CPAs, P.A. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to North Carolina Department of Transportation 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 Tinsley & Terry, CPAs, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

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

We expect to begin our audit on approximately August 5, 2013 and to issue our reports no later than October 31, 2013. Clare Meyer 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 standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$17,000. Our standard 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 payable on presentation. We reserve the right to suspend services if payments to our firm are not up to date. 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.

We appreciate the opportunity to be of service to the Town of Indian Trail 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. A copy of our most recent peer review report for the year ended April 30, 2012 is attached.

Very truly yours,

Tinsley + Terry, CPAs, P.A.

Tinsley & Terry, CPAs, P.A.

RESPONSE:

This letter correctly sets forth the understanding of the Town of Indian Trail.

Management signature: _____

Title: _____

Date: _____

Signature: _____

Mayor: _____

Date: _____



System Review Report

August 22, 2012

To the Shareholders

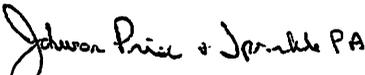
Tinsley & Terry, CPA's, P.A.

and the Peer Review Committee of the North Carolina Association of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Tinsley & Terry, CPA's, P.A. (the firm) in effect for the year ended April 30, 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. 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 the *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting auditing practice of Tinsley & Terry, CPA's, P.A. in effect for the year ended April 30, 2012, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Tinsley & Terry, CPA's, P.A. has received a peer review rating of *pass*.


Johnson Price Sprinkle PA

Johnson Price Sprinkle PA

79 Woodfin Place, Suite 300 • Asheville, NC 28801 • 828.254.2374 • Fax 252.9994 • www.jpspa.com

An Independent Member of the BDO Seidman Alliance.

CONTRACT TO AUDIT ACCOUNTS
Of Town of Indian Trail
 Governmental Unit

On this 9th day of May, 2013, Tinsley & Terry, CPAs, P.A.
 Auditor

19109 W. Catawba Ave., Ste 116, Cornelius, NC 28031

Mailing Address

_____ , hereinafter referred to as

the Auditor, and Town Council of Town of Indian Trail, hereinafter referred
 Governing Board Governmental Unit
 to as the Governmental Unit, agree as follows:

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 for the period beginning July 1, 2012, and ending June 30, 2013. 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 discretely presented component units, 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 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).
3. This contract contemplates an unqualified opinion being rendered. If financial statements are not prepared in accordance with GAAP, or the statements fail to include all disclosures required by GAAP, please provide an explanation for that departure from GAAP in an attachment.
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 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*, 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, 2013. 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] The process for

Contract to Audit Accounts (cont.) Town of Indian Trail
(Name of Governmental Unit)

invoice approval has changed. 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 through the portal at: <http://nctreasurer.slgfd.leapfile.net>. Subject line should read "Invoice - only. The PDF invoice marked 'approved' with approval date will be returned by email to the Auditor for them 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 Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the LGC, the following 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:

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

Audit \$13,750

Preparation of the annual financial statements \$3,250

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 \$ 12,750

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.
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 are used in the preparation of official statements for debt offerings (the Auditors' opinion is not included), 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.

The LGC's process for submitting contracts, audit reports and Invoices are 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: <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>

In addition, if the OSA designates certain programs to be audited as major programs, a turnaround document and a representation letter addressed to the OSA shall be submitted to the LGC.

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

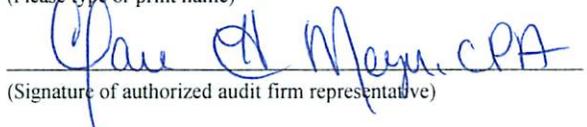
Contract to Audit Accounts (cont.) Town of Indian Trail
(Name of Governmental Unit)

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 ENGAGEMENT LETTER
- 18. A separate contract should not be made for each division to be audited or report to be submitted. A separate contract must be executed for each component unit which is a local government and for which a separate audit report is issued.
- 19. The contract must be executed, pre-audited, physically signed by all parties and submitted in PDF format including Governmental Unit and Auditor signatures 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 April 2013. 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.)
- 23. **All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.**

Audit Firm Signature:
Firm Tinsley & Terry, CPAs, P.A.

By Clare H. Meyer, CPA
(Please type or print name)


(Signature of authorized audit firm representative)

Email Address of Audit Firm:
clarem@bellsouth.net

Date _____

Governmental Unit Signatures:
By Michael Alvarez, Mayor
(Please type or print name and title)

(Signature of Mayor/Chairperson of governing board)

Date _____

Date Governing Body Approved Audit Contract - G.S. 159-34(a)
Governmental Unit Signatures (continued):

Unit Signatures (continued): N/A
(Chair of Audit Committee- please type or print name)

(Signature of Audit Committee Chairperson)

Date _____
(If Governmental Unit has no audit committee, this section should be marked "N/A.")

This instrument has been preaudited 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.

Marsha Sutton, Finance Director
Governmental Unit Finance Officer (Please type or print name)

(Signature)

Email Address of Finance Officer
financedirector@admin.indiantrail.org

Date _____
(Preaudit Certificate must be dated.)



TO: Mayor and Town Council
FROM: Joe Fivas
CC: Marsha Sutton
DATE: May 28, 2013
SUBJECT: Budget Amendments for May 28th Meeting

Please find attached budget amendments processed for the month of May. Please feel free to call, email, come in or ask any questions you may have regarding these matters.

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

WHEREAS, petition requesting annexation (Annexation #136) of an area described in said petition (07105005090) was received on the 28th day of May, 2013, by the Town Council; and

WHEREAS, N.C.G.S. Chapter 160A, Article 4A, Parts 1 and 4 provide that the sufficiency of the petition shall be investigated by the Town Clerk of the Town of Indian Trail, North Carolina before further annexation proceedings may take place; and

WHEREAS, the Town Council of the Town of Indian Trail, North Carolina deems it advisable to proceed in response to this request for annexation;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Indian Trail, North Carolina that:

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

Michael Alvarez, Mayor

ATTEST:

Peggy Piontek, Town Clerk

PETITION REQUESTING A CONTIGUOUS ANNEXATION

DATE: 4/9/13

To the Town Council of the Town of Indian Trail, North Carolina:

1. We, the undersigned owners of real property, respectfully request that the area described in paragraph 2 below be annexed to the Town of Indian Trail, North Carolina.
2. The area to be annexed is contiguous to the primary limits of the Town of Indian Trail, North Carolina and the boundaries of such territory are as follows:

SEE ATTACHED DESCRIPTION OF BOUNDARIES
(Copy of Deed or other source containing legal description of properties requesting annexation)

NAME (print or type)	ADDRESS	SIGNATURE
1. <u>PAUL AUBRY</u>	<u>2605 N. ARGYLE ST. PORTLAND, OR 97217</u>	
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

PETITION REQUESTING A CONTIGUOUS ANNEXATION

DATE: 4-11-13

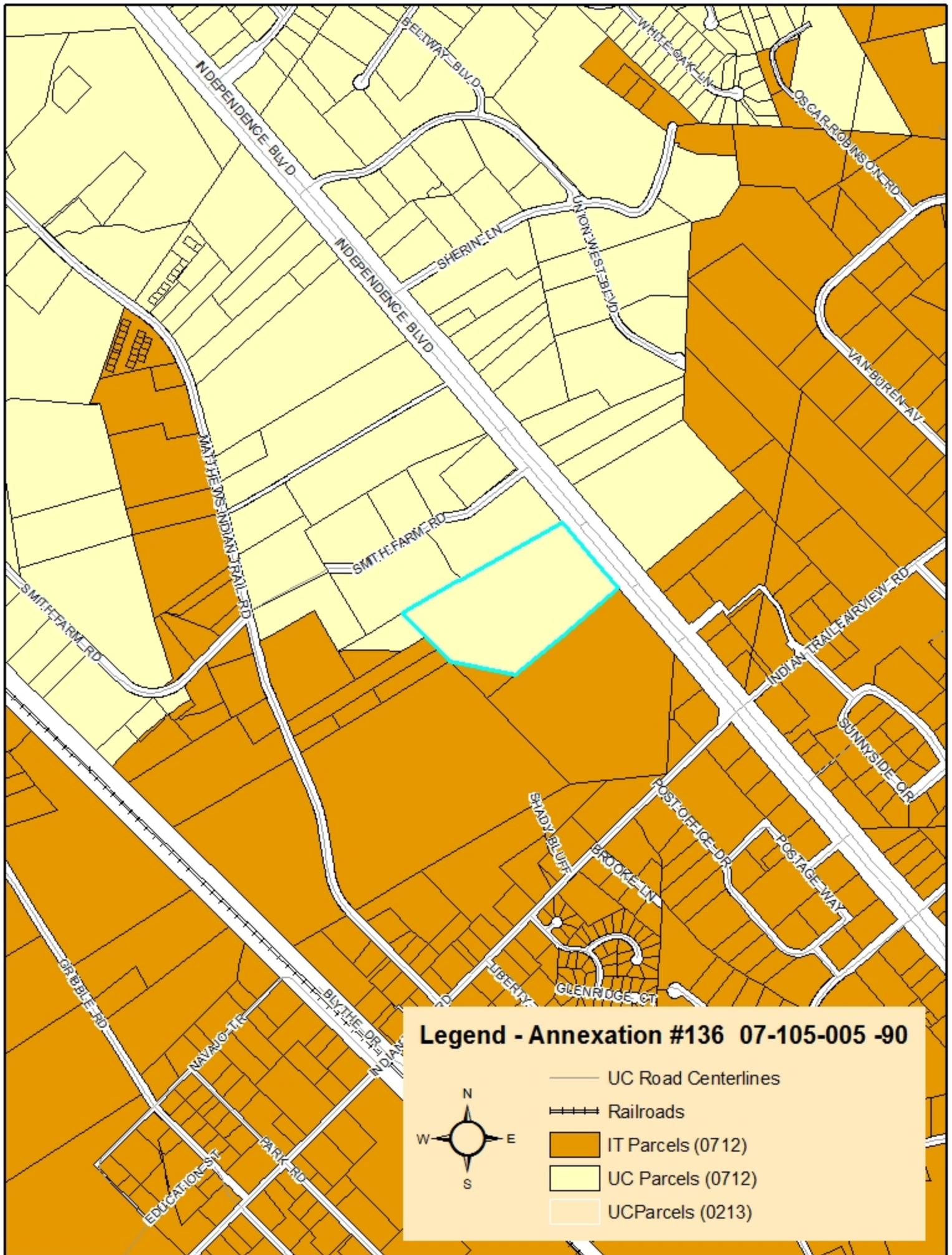
To the Town Council of the Town of Indian Trail, North Carolina:

1. We, the undersigned owners of real property, respectfully request that the area described in paragraph 2 below be annexed to the Town of Indian Trail, North Carolina.
2. The area to be annexed is contiguous to the primary limits of the Town of Indian Trail, North Carolina and the boundaries of such territory are as follows:

SEE ATTACHED DESCRIPTION OF BOUNDARIES

(Copy of Deed or other source containing legal description of properties requesting annexation)

NAME (print or type)	ADDRESS	SIGNATURE
1. <u>Dorothy Allison Lemmond Garner</u>	<u>324 BUBBLING WELL MATTHEWS NC 28105</u>	<u>Dorothy Allison Lemmond Garner</u>
2. <u>LONZO SCOTT Garner</u>	<u>324. BUBBLING WELL RD MATTHEWS NC 28105</u>	<u>Lonzo Scott Garner</u>
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____



Beginning at an existing iron pin, said pin being the north west corner of the Rea Nelson Lemmond property as recorded in book 877 page 179 of the Union County Public Registry, said point also having North Carolina Grid Coordinates of North 490371.71 feet and East 1502456.79 feet; thence with the Rea Nelson Lemmond line S49° 44'36"W 1088.10 feet to an existing iron pin, said iron being the south western corner of the Rea Nelson Lemmond property as recorded in deed book 877 page 179 of the Union County Registry; thence N44°32'12W 327.85 feet with the Town of Indian Trail property as recorded in book 5468 page 01 to an existing iron pin said iron being the south east corner of the JD Armstrong and Larry A McKinney property as recorded in book 1203 page 591 of the Union County Registry; thence with the Armstrong and McKinney and the Dianne B. Hartis and Sylvia P. Smith property lines N44°56'53"W 218.58 feet to an existing iron pipe, said iron being the south east corner of the JD Armstrong and Larry A McKinney property as recorded in book 5698 page 421 of the Union County Registry; thence with the Armstrong and McKinney property line N45° 14'13"W 211.43' to an existing iron pin locate in the JD Armstrong and Larry A McKinney property as recorded in book 665 page 586 of the Union County Registry; thence with the Armstrong and McKinney property line N58° 45'38"E 381.35 feet and N60° 00'44"E 785.36feet to an existing iron pin located on the right of way of U.S. Highway 74; thence with the right of way of U.S. Highway 74 S40°11'35"E 555.64 feet to the point and place of beginning and containing 16.82 Acres as per survey by Lawrence Associates dated May 17, 2013. LESS AND EXCEPT the portion of the foregoing property described as Union County Tax ID 07105005 80.

CERTIFICATE OF SUFFICIENCY
ANNEXATION #136

To the Town Council of the Town of Indian Trail, North Carolina:

I, Peggy S. Piontek, Town Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-31.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Indian Trail, North Carolina, this the 28th day of May, 2013.

Peggy S. Piontek, Town Clerk

Beginning at an existing iron pin, said pin being the north west corner of the Rea Nelson Lemmond property as recorded in book 877 page 179 of the Union County Public Registry, said point also having North Carolina Grid Coordinates of North 490371.71 feet and East 1502456.79 feet; thence with the Rea Nelson Lemmond line S49° 44'36"W 1088.10 feet to an existing iron pin, said iron being the south western corner of the Rea Nelson Lemmond property as recorded in deed book 877 page 179 of the Union County Registry; thence N44°32'12W 327.85 feet with the Town of Indian Trail property as recorded in book 5468 page 01 to an existing iron pin said iron being the south east corner of the JD Armstrong and Larry A McKinney property as recorded in book 1203 page 591 of the Union County Registry; thence with the Armstrong and McKinney and the Dianne B. Hartis and Sylvia P. Smith property lines N44°56'53"W 218.58 feet to an existing iron pipe, said iron being the south east corner of the JD Armstrong and Larry A McKinney property as recorded in book 5698 page 421 of the Union County Registry; thence with the Armstrong and McKinney property line N45° 14'13"W 211.43' to an existing iron pin locate in the JD Armstrong and Larry A McKinney property as recorded in book 665 page 586 of the Union County Registry; thence with the Armstrong and McKinney property line N58° 45'38"E 381.35 feet and N60° 00'44"E 785.36feet to an existing iron pin located on the right of way of U.S. Highway 74; thence with the right of way of U.S. Highway 74 S40°11'35"E 555.64 feet to the point and place of beginning and containing 16.82 Acres as per survey by Lawrence Associates dated May 17, 2013. LESS AND EXCEPT the portion of the foregoing property described as Union County Tax ID 07105005 80.

PETITION REQUESTING A CONTIGUOUS ANNEXATION

DATE: 4/9/13

To the Town Council of the Town of Indian Trail, North Carolina:

1. We, the undersigned owners of real property, respectfully request that the area described in paragraph 2 below be annexed to the Town of Indian Trail, North Carolina.
2. The area to be annexed is contiguous to the primary limits of the Town of Indian Trail, North Carolina and the boundaries of such territory are as follows:

SEE ATTACHED DESCRIPTION OF BOUNDARIES
(Copy of Deed or other source containing legal description of properties requesting annexation)

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6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

PETITION REQUESTING A CONTIGUOUS ANNEXATION

DATE: 4-11-13

To the Town Council of the Town of Indian Trail, North Carolina:

1. We, the undersigned owners of real property, respectfully request that the area described in paragraph 2 below be annexed to the Town of Indian Trail, North Carolina.
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2. <u>LONZO SCOTT Garner</u>	<u>324. BUBBLING WELL RD MATTHEWS NC 28105</u>	<u>Lonzo Scott Garner</u>
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

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

WHEREAS, petition requesting annexation of the areas described herein have been received; and

WHEREAS, the Town Council has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

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

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Indian Trail, North Carolina that:

Section 1. A public hearing on the question of annexation of the area described herein will be held at Town of Indian Trail Civic Building at 6:30 P.M. on the 11th day of June, 2013.

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

See Attached Metes and Bounds- Annexation 136

Section 3. Notice of the public hearing shall be published in a newspaper having general circulation in the Town of Indian Trail, North Carolina, at least ten (10) days prior to the date of the public hearing.

Michael L. Alvarez, Mayor

ATTEST:

Peggy Piontek, Town Clerk

ANNEXATION 136

Beginning at an existing iron pin, said pin being the north west corner of the Rea Nelson Lemmond property as recorded in book 877 page 179 of the Union County Public Registry, said point also having North Carolina Grid Coordinates of North 490371.71 feet and East 1502456.79 feet; thence with the Rea Nelson Lemmond line S49° 44'36"W 1088.10 feet to an existing iron pin, said iron being the south western corner of the Rea Nelson Lemmond property as recorded in deed book 877 page 179 of the Union County Registry; thence N44°32'12W 327.85 feet with the Town of Indian Trail property as recorded in book 5468 page 01 to an existing iron pin said iron being the south east corner of the JD Armstrong and Larry A McKinney property as recorded in book 1203 page 591 of the Union County Registry; thence with the Armstrong and Mckinney and the Dianne B. Hartis and Sylvia P. Smith property lines N44°56'53"W 218.58 feet to an existing iron pipe, said iron being the south east corner of the JD Armstrong and Larry A McKinney property as recorded in book 5698 page 421 of the Union County Registry; thence with the Armstrong and McKinney property line N45° 14'13"W 211.43' to an existing iron pin locate in the JD Armstrong and Larry A McKinney property as recorded in book 665 page 586 of the Union County Registry; thence with the Armstrong and McKinney property line N58° 45'38"E 381.35 feet and N60° 00'44"E 785.36feet to an existing iron pin located on the right of way of U.S. Highway 74; thence with the right of way of U.S. Highway 74 S40°11'35"E 555.64 feet to the point and place of beginning and containing 16.82 Acres as per survey by Lawrence Associates dated May 17, 2013. LESS AND EXCEPT the portion of the foregoing property described as Union County Tax ID 07105005 80.