



Locust City Council Meeting

Agenda

Joel Huneycutt Community Room

7:00 PM

April 13, 2023

Mayor

Mayor Steve Huber

Council Members

Mayor Pro-Tem Larry Baucom, Mandy Watson, Roger Hypes, Harry Fletcher, Mike Haigler, Barry Sims, and Rusty Efird

Public Hearing: Conditional Rezoning - Riley's Dog Retreat

Public Hearing: Conditional Rezoning - S&S Esthetics

Call to Order:	1. Call to Order	Mayor Huber
	2. Presentation of Colors, Prayer	Mayor Huber
	3. Adopt Agenda	
	4. Minutes - adopt March 9th and 11th minutes	Amy Furr
	• March 9, 2023	
	• March 11, 2023	
Reports:	5. Financial Reports	
	• Financial Summary - March 31, 2023	
	6. Mayor's Report	Mayor Huber
	• Proclamation: National Day of Prayer	
	• Proclamation: National Infertility Awareness Week	
Department Reports:	7. Administrator's Report	Cesar Correa
	• Interlocal Agreement - DEQ ARPA Grant Funds	
	• System Development Fee Study	
	• Audit Contract for FY 2022-2023 Audit	
	• Powell Bill Update & Paving Repairs	
	• Approval of 2023-2024 Capital Equipment	
	• Purchase Orders	
	• Budget Amendments	
	8. Administration/HR	Harry Fletcher
	• Resolution of Intent - City Charter Amendment to Adopt Council-Manager Form of Government	
	9. Parks	Mandy Watson

- | | |
|--|--------------|
| 10. Facilities | Barry Sims |
| • Public Works - Internet & Network Improvements | |
| 11. Public Works | Larry Baucom |
| • Wastewater Flow Report | |
| 12. ABC, Economic Development & Small Business Support | Rusty Efird |
| 13. Public Safety | Roger Hypes |
| • March 2023 Summary | |
| 14. Planning & Zoning | Mike Haigler |
| • Monthly Report | |
| • Conditional Rezoning: Riley's Dog Retreat | |
| • Conditional Rezoning: S&S Esthetics | |
| • Schedule Public Hearings for Conditional Rezonings | |
| 15. Public Comment Period: | |
| 16. Board Closing Comments | |
| 17. Executive Session: Personnel | |
| 18. Adjourn | |

Next Scheduled Council Meeting May 11, 2023



Locust City Council Meeting Minutes

Joel Huneycutt Community Room

7:00 PM

March 9, 2023

Mayor
Council Members

Mayor Steve Huber
Mayor Pro-Tem Larry Baucom, Mandy
Watson, Roger Hypes, Harry Fletcher, Mike
Haigler, Barry Sims, and Rusty Efird

1. Call to Order

Mayor Huber called the meeting to order at 7:00pm

2. Presentation of Colors, Prayer

Mayor Huber led in the Pledge of Allegiance and Mario gave the invocation

3. Adopt Agenda

M/S/A Council Members Harry Fletcher and Roger Hypes (7-0)
Motion to adopt agenda as presented

4. Minutes - adopt February 9, 2023

M/S/A Council Members Harry Fletcher and Larry Baucom (7-0)
Motion to adopt February 9, 2023 minutes

February 9 2023 Minutes

5. Financial Reports

Revenues continue to exceed expenditures in both the general fund and wastewater fund.

Financial Summary - February 2023

6. Mayor's Report

Mayor Huber opened the floor up to Chief Jeff Shew, who introduced the 2 new cadets in BLET; Timothy Flieger, JR and Caleb Whitley.

Introduction: LPD Cadets (Tim Flieger Jr and Caleb Whitley)

7. Administrator's Report

Purchase orders and budget amendments were reviewed.

Chief of Police Jeff Shew gave a review of the 2022/2023 budget year and gave his presentation for the upcoming 2023/2024 budget year goals and needs of the department.

Parks and Recreation Director Emily Jones also gave a review of the parks' 2022/2023 budget year and gave her presentation for the upcoming 2023/2024 budget year and her goals and needs of the department.

Reminder that budget retreat is this Saturday beginning at 7:30am

M/S/A Council Members Harry Fletcher and Larry Baucom (7-0)
Motion to approve purchase orders

M/S/A Council Members Harry Fletcher and Larry Baucom (7-0)
Motion to approve budget amendments

Budget Presentation - Chief Shew - Locust PD

Budget Presentation - Emily Jones, Parks & Recreation Director

Purchase Orders

Budget Amendments

8. Administration/HR

9. Parks

Please make sure you complete the community survey. Great presentation by Parks Director Emily Jones. Excited about pickleball

Master Plan Update - Community Survey

10. Facilities

11. Public Works

Paving has begun. Bulk goods pick-up will be Saturday March 18th. Please register with Waste Pro.

Wastewater Flow Tracking

12. ABC, Economic Development & Small Business Support

13. Public Safety

Great presentation by Chief Shew. February Officers of the month are Officer Timmy Hartsell and Officer Ryan Tran-Thompson. Please make sure you reach out to Detective Brittany Tucker and congratulate her on her award. Cadet program will be successful and commend the Council for supporting that program.

LPD Summary - February 2023

14. Planning & Zoning

21 new housing permits since January. ModWash is underway and James Avenue extension is well underway.

Monthly Report

15. Public Comment Period:

Glenn Mabry thanked the Council for their service, Pledge and prayer at the start of the meeting. He also spoke about supporting a senior center in Locust. He gave an overview of the programs offered and the growing number of participants and interest in the programming offered at the center. They have outgrown the space. He also gave the history of how the West Stanly Senior Center and Community Foundation got started.

Heath Efird introduced himself and his daughters and gave a brief overview of their business that they are looking at opening S&S Esthetics.

16. Board Closing Comments

Glad to see a full house at the meeting tonight. Thank you to Mr. Mabry for his presentation for support of the senior center and great presentation by Chief Shew and Parks Director Emily Jones. Thanks to Mario for the great invocation. Thank you to Chris Miller from the SNAP for coming out and reporting on the happenings. Excited to see what new business that Heath Efird is presenting next month.

17. Adjourn

M/S/A Council Members Harry Fletcher and Larry Baucom (7-0)
Motion to adjourn at 8:31pm

Amy Furr, City Clerk

Stephen Huber, Mayor



Locust City Council Meeting Minutes Joel Huneycutt Community Room

7:30 AM

March 11, 2023

Mayor
Council Members

Mayor Steve Huber
Mayor Pro-Tem Larry Baucom, Mandy
Watson, Roger Hypes, Harry Fletcher, Mike
Haigler, Barry Sims, and Rusty Efird

1. Call to Order

Meeting called to order at 7:55 am

2. Presentation of Colors, Prayer

Mayor Pro-tem Larry Baucom led in the Pledge of Allegiance and gave the invocation

3. Opening Remarks

M/S/A Council Members Barry Sims and Michael Haigler (7-0)
Motion to excuse Mayor Huber

M/S/A Council Members Harry Fletcher and Larry Baucom (7-0)
Motion to adopt agenda as amended

M/S/A Council Members Michael Haigler and Roger Hypes (7-0)
Motion to set public hearing for conditional rezoning request for Riley's Retreat for April 13th meeting

M/S/A Council Members Michael Haigler and Roger Hypes (7-0)
Motion to set public hearing for conditional rezoning request for S&S Esthetics for April 13th meeting

City Administrator Cesar Correa gave a welcome to the 2023/2024 budget retreat. He also gave opening remarks and explained how the flow of the meeting would go. Both the general fund and wastewater fund will have a healthy surplus and this has been the best fiscal year to date.

4. Finance Department Review

Finance Director Stephania Morton gave an introduction and presented an overview of the ABC income over the last 5 years and the growth in monthly distributions. Distribution amounts are based on their sales versus expenses. Sales tax revenue overview was presented over the last 5 years. Looking to have the best year yet this fiscal year 2022/2023. Property tax was reviewed from distributions over the last 5 years. Return on investments was presented from 2022/2023 fiscal year to date and a 5 year comparison was given. General Fund investment summary was reviewed and total valuation for the general fund with investments included totaled 8,465,130.81. Wastewater fund investment summary was reviewed. 2022/2023 revenue versus expenditure reports were presented with surpluses in both the general fund and wastewater fund.

5. Budget Strategies for FY 2023-2024

City Administrator Cesar Correa gave an overview of the assessed valuations of Locust, projected expenditures, personnel needs, 5 year capital improvement plan, some discussion items and his evaluation. 2023 City Administrator estimated assessed valuations for Cabarrus County \$93,759,709, and for Stanly County \$618,841,957. Revaluation takes place for Cabarrus County in 2024 and for Stanly County it will be 2025. Tax levy projected for 2023 will be 2,565,365. Tax rate is currently .36 cent per \$100. Compared to other municipalities, Locust is about middle of the pack. Projected revenues for the 2023/2024 fiscal year looks to be \$4,168,800. Recommending that tax rate and other fees stay flat for the 2023/2024 fiscal year. Budget includes all requests from department heads during their budget presentations, 3% COLA increase across the board for staff and their merit increases. Personnel needs include the 2 new patrol officer positions, incentives for night shift and SRO position and salary adjustment for Parks and Recreation Director Emily Jones to bring her in line within the salary range for municipalities our size. Incentive proposed \$2 per hour for permanent night shift and SRO position. 5 year capital project plan was reviewed. Projects included in the 2023/2024 budget to include, infield groomer and utility vehicle for parks, 2 new chargers for the police department, Christmas decorations, city beautification and mower for public works and paving, sidewalk repairs, street sweeper and brush cutter for the Powell and streets department. Land Use Plan will look to be updated 2024/2025. Wastewater capital improvement plan includes the North Basin improvements and a vacuum system remote monitoring system. Stanly County is still interested in consolidating services and are still waiting for them to complete their feasibility study. Review of proposed traffic improvement in Town Center from the traffic triangle and making it a round-a-bout. Trees in Town Center are damaging the sidewalks, repairs will be completed on those sidewalks and remove the trees and replace them with something more conducive to the sidewalks. Ardsley Drive extension update. Senior Center expansion was discussed. A partnership with the County to share the capital on this project is expected. It is proposed adjacent to the library and an estimated cost of about 1,207,500. Utilities are already available. Council is in favor of a larger space and the partnership with the county. Retail Strategies, retail recruitment plan would cost \$45,000, that would allow them to market Locust, currently not factored in the budget. Finally, City Administrator Cesar Correa spoke about the changing the form of government. We currently operate under the Mayor-Council form of government and want to change to Council-Manager. Council consensus is to proceed with the change along with a change to the charter allowing the council to still have a vote in hiring the police chief.

M/S/A Council Members Harry Fletcher and Roger Hypes (7-0)
Motion to approve change to Council-Manager form of government.

6. City Administrator's Performance Evaluation

M/S/A Council Members Harry Fletcher and Larry Baucom (7-0)
Motion to enter into executive session at 12:00 pm GS 143:318.11 Personnel

Out of executive session at 12:30pm

7. Administrator Closing Comments

Great retreat. Thank you all for your time and willingness to serve.

8. Board Closing Comments

Great retreat. The upcoming year looks very promising. Thanks to everyone.

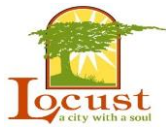
9. Adjourn

M/S/A Council Members Harry Fletcher and Larry Baucom (7-0)

Motion to adjourn at 12:36pm

Amy Furr, City Clerk

Stephen Huber, Mayor



CITY OF LOCUST
FINANCIAL SUMMARY REPORT - March 31, 2023
FISCAL YEAR ENDING 6/30/2023

GENERAL FUND

	ACTUAL FY '21/'22	CURRENT BUDGET	ACTUAL 6/30/2023	Y-T-D % COLLECTED
REVENUES				
PROPERTY TAXES	\$ 2,247,687	\$ 1,870,000	\$ 2,303,282	123.17%
VEHICLE TAXES/DMV VEHICLE FEES	\$ 43,216	\$ 35,000	\$ 30,344	86.70%
FRANCHISE TAXES	\$ 215,075	\$ 185,000	\$ 161,213	87.14%
SALES TAXES	\$ 1,477,529	\$ 1,000,000	\$ 1,090,420	109.04%
CABLE VISION FRANCHISE	\$ 22,236	\$ 17,500	\$ 15,757	90.04%
SOLID WASTE	\$ 260,669	\$ 250,000	\$ 272,813	109.13%
BUSINESS REGISTRATION/PERMITS	\$ 100,864	\$ 10,000	\$ 46,050	460.50%
POWELL FUND	\$ 144,341	\$ 105,100	\$ 145,731	138.66%
ALL OTHER REVENUES	\$ 578,113	\$ 372,325	\$ 833,374	223.83%
	\$ 5,089,729	\$ 3,844,925	\$ 4,898,984	127.41%

	ACTUAL FY '21/'22	CURRENT BUDGET	ACTUAL 6/30/2023	Y-T-D % SPENT
EXPENDITURES				
GENERAL ADMINISTRATION GOV'T	\$ 598,245	\$ 656,322	\$ 484,746	73.86%
CENTRAL SERVICES	\$ 81,683	\$ 79,250	\$ 50,526	63.75%
PUBLIC SAFETY	\$ 1,513,229	\$ 1,471,559	\$ 1,061,932	72.16%
PUBLIC WORKS	\$ 357,497	\$ 475,069	\$ 280,345	59.01%
POWELL FUND/STREETS	\$ 207,446	\$ 206,820	\$ 178,896	86.50%
SANITATION	\$ 250,231	\$ 460,000	\$ 346,331	75.29%
PARKS & RECREATION	\$ 376,279	\$ 494,905	\$ 285,579	57.70%
CONTRIBUTION TO WASTE WATER FUND	\$ -	\$ -	\$ -	0.00%
CAPITAL PROJECT FUND	\$ -	\$ -	\$ -	0.00%
ECONOMIC DEVELOPMENT	\$ 2,103	\$ 1,000	\$ -	0.00%
TRANSFER TO WASTE WATER	\$ -	\$ -	\$ -	0.00%
DEBT SERVICE	\$ 1,607,417	\$ -	\$ -	#DIV/0!
GENERAL FUND RESERVE	\$ -	\$ -	\$ -	0.00%
	\$ 4,994,131	\$ 3,844,925	\$ 2,688,355	69.92%
Y-T-D FUND BALANCE INCREASE	\$ 95,598	\$ -	\$ 2,210,628	

Sales Tax Revenue Summary

June 2022	\$ 129,641.75	rec. 8/15/2022
July 2022	\$ 136,418.34	rec. 9/15/2022
Aug 2022	\$ 130,471.24	rec. 10/15/2022
Sept 2022	\$ 139,026.71	rec. 11/15/2022
Oct 2022	\$ 138,255.26	rec. 12/15/2022
Nov 2022	\$ 128,271.33	rec. 1/17/2023
Dec 2022	\$ 133,876.52	rec. 2/15/2023
Jan 2023	\$ 154,458.87	rec. 3/15/2023

ABC Income Summary

July 2022	\$ 26,426.33	
Aug 2022	\$ 29,570.83	incl - LEO 4qtr
Sept 2022	\$ 158,803.44	incl - FYE Dist 10/3
FYE 2022	\$ 132,377.11	rec'd 10/17/2022
Oct 2022	\$ 20,338.90	rec'd 10/31/2022
Oct 2022	\$ 2,259.93	rec'd 11/16/2022
Nov 2022	\$ 30,127.04	incl - LEO 12/6/2022
Dec 2022	\$ 22,598.83	rec'd 1/3/2023
Dec 2022	\$ 3,215.25	LEO qtr dist. 1/18/2023
Jan 2023	\$ 22,598.83	rec'd 2/2/2023
Feb 2023	\$ 22,598.83	rec'd 3/1/2023
March 2023	\$ 22,598.83	rec'd 3/30/2023

Updated 4/5/2023

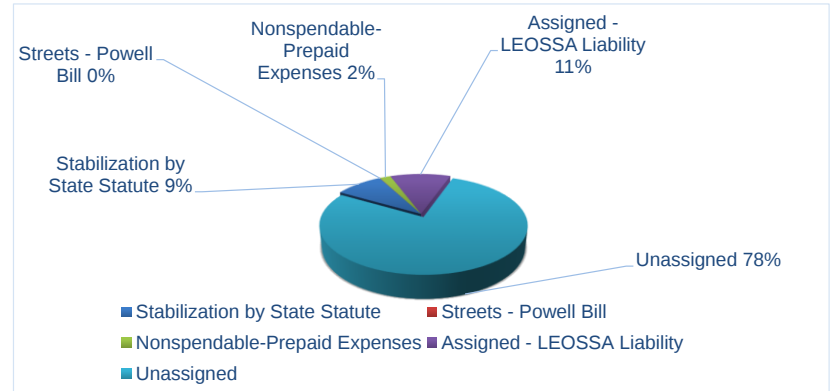
WASTE WATER FUND

	ACTUAL FY '21/'22	CURRENT BUDGET	ACTUAL 6/30/2023	Y-T-D % COLLECTED
REVENUES				
MISC INCOME	\$ 7,692	\$ 600	\$ 270	45.00%
INTEREST INCOME	\$ 1,694	\$ 2,948	\$ 50,115	1699.97%
NEW DEV SEWER TAP FEES	\$ 565,000	\$ 100,000	\$ 207,500	0.00%
AVAILABILITY FEES	\$ 132,821	\$ 115,000	\$ 97,499	207.50%
USER FEES	\$ 1,343,641	\$ 1,000,000	\$ 1,129,067	112.91%
SYSTEM DEVELOPMENT FEE	\$ 612,308	\$ 100,000	\$ 210,000	84.78%
FUND BALANCE RESERVES	\$ -	\$ -	\$ -	0.00%
WASTEWATER RESERVES	\$ -	\$ -	\$ -	0.00%
OTHER FEE INCOME	\$ 210	\$ -	\$ 200	0.00%
	\$ 2,663,366	\$ 1,318,548	\$ 1,694,651	128.52%

	ACTUAL FY '21/'22	CURRENT BUDGET	ACTUAL 6/30/2023	Y-T-D % SPENT
EXPENDITURES				
ADMINISTRATION	\$ 284,877	\$ 314,448	\$ 233,502	74.26%
WASTE COLLECTION & TREATMENT	\$ 943,942	\$ 897,369	\$ 167,031	18.61%
CAPITAL PROJ - REDAH/N BASIN PS	\$ 6,384	\$ 6,731	\$ 23,768	0.00%
TRANSFER CAPITAL RESERVE	\$ -	\$ 100,000	\$ -	0.00%
DEBT SERVICE	\$ -	\$ -	\$ -	0.00%
	\$ 1,235,203	\$ 1,318,548	\$ 424,301	32.18%
Y-T-D FUND BALANCE INCREASE	\$ 1,428,163	\$ -	\$ 1,270,350	0.00%

GENERAL FUND INVESTMENT POSITIONS

Total Fund Balance	6/30/2022
Stabilization by State Statute	\$ 360,686
Streets - Powell Bill	\$ 2,266
Nondspendable-Prepaid Expenses	\$ 82,021
Assigned - LEOSA Liability	\$ 453,822
Unassigned	\$ 3,165,874
Subtotal	\$ 4,064,669





Proclamation

WHEREAS: The 72nd observance of the National Day of Prayer will be held on Thursday, May 4, 2023, with the theme “Pray Fervently in Righteousness and Avail Much” based on James 5:16

WHEREAS: The National Day of Prayer has been part of our national heritage since it was declared by the First Continental Congress in 1775 and the United States Congress in 1952 approved as a Joint Resolution, and

WHEREAS: The United States Congress, in 1988 by Public Law 100-307, as amended, establishes, “An act to provide for setting aside the first Thursday in May as the date on which the National Day of Prayer is celebrated,” and

WHEREAS: Leaders and citizens of our communities, cities, states, and nation are afforded the privilege of prayer with the joy of seeking divine guidance, strength, protection and comfort from Almighty God; and

WHEREAS: We the citizens of Locust, treasure the freedom to gather in prayer, exercising reliance on God’s power in the face of present challenges and threats, asking for His blessing on every individual of our city; and

NOW, THEREFORE, I, Stephen Huber, Mayor of Locust, do hereby proclaim,
May 4th, 2023, as

DAY OF PRAYER

throughout the City of Locust and I commend this observance to all of our citizens.

Amy Furr, City Clerk

Stephen Huber, Mayor



NATIONAL INFERTILITY
AWARENESS WEEK
PROCLAMATION

- WHEREAS:

Infertility affects both men and women equally and does not discriminate based on race, religion, sexual orientation, marital status, or socioeconomic level; and
- WHEREAS:

According to the Centers for Disease Control and Prevention, one in eight couples experience infertility when trying to start a family; and
- WHEREAS:

Many couples facing infertility use adoption, in vitro fertilization, or third-party reproduction as alternative family building options; and
- WHEREAS:

Raising awareness about infertility and the barriers faced by the family building community is the first step in illuminating these challenges; and
- WHEREAS:

With assistance from the National Infertility Association, dedicated volunteers, health care professionals, and members of the infertility and family building community, infertility awareness is being spread in communities throughout the State of North Carolina; now
- THEREFORE:

I, Stephen Huber, Mayor of the City of Locust, do hereby proclaim April 23-29th, 2023, as NATIONAL INFERTILITY AWARENESS WEEK in the City of Locust. Adopted this is 13th day of April 2023.

Amy Furr, City Clerk

Stephen Huber, Mayor

NORTH CAROLINA
STANLY COUNTY

**INTERLOCAL AGREEMENT FOR
DISTRIBUTION OF NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY GRANT
FUNDS**

This is an Interlocal Agreement for Distribution of North Carolina Department of Environmental Quality (hereinafter referred to as "NC DEQ") Grant Funds dated the _____ day of April, 2023 by and between the County of Stanly, a body politic and corporate of the State of North Carolina (hereinafter referred to as "County") and the City of Locust, a North Carolina municipal corporation (hereinafter referred to as "City").

WHEREAS, on April 4, 2023, the County officially accepted a \$900,000 funding offer from NC DEQ (hereinafter referred to as "Funding"). Said Funding must be spent on wastewater related infrastructure improvements or capital planning studies; and

WHEREAS, per Session Law 2022-74, as ratified by the North Carolina General Assembly, the County's earmarked Funding includes up to \$500,000 for the City; and

NOW THEREFORE, for and in consideration of the mutual promises and agreements contained herein, and other valuable consideration, the County and City agree as follows:

1. The County hereby agrees to act as the fiduciary agent of the aforementioned Funding and to reimburse the City within ten (10) business days of receipt of funding from NC DEQ for the City's NC DEQ-approved wastewater infrastructure project expenses not to exceed \$500,000.
2. The City hereby agrees to comply with all the Standard Conditions and Assurances for Project Number SRP-W-ARP-0212 which are included in the Funding Offer and Acceptance Letter from NC DEQ dated March 7, 2023, which is attached hereto and incorporated by reference herein as "Attachment A."

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*****SIGNATURE PAGE FOR INTERLOCAL AGREEMENT FOR DISTRIBUTION OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY GRANT FUNDS BY AND BETWEEN THE COUNTY
OF STANLY AND CITY OF LOCUST DATED APRIL _____, 2023*****

IN WITNESS WHEREOF, the County and City have caused this Interlocal Agreement for Distribution of North Carolina Department of Environmental Quality Grant Funds to be executed and attested by their duly authorized officers.

Stephen Huber, Mayor
City of Locust

Date: _____

Attest:

Amy Furr, Clerk
City of Locust

T. Scott Efird, Chairman
Stanly County Board of Commissioners

Date: _____

Attest:

Tyler Brummitt, Clerk
Stanly County Board of Commissioners

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

FINANCE DIRECTOR



Town of Locust Sewer System

February 2023

Legend

- Vacuum Pit
- Manhole
- LS Lift Station
- VS Vacuum Station
- 8 in. Gravity Main
- Vacuum Sewer Main
- Forcemain
- NC Route
- Street
- Parcel
- Town of Locust
- Other Municipality
- County Boundary



0 1,250 2,500
Feet

Wooten

The Wooten Company makes every effort to produce and publish GIS maps using the most current and accurate information possible, however the maps are strictly for planning purposes only. The maps are compiled from recorded deeds, plats, and other public and private records and data. Users of the maps are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information on this map. The Wooten Company assumes NO responsibility for the information contained on the maps unless the map is signed and sealed by a licensed Professional Land Surveyor. Please contact the GIS Group at (919) 828-0531 or tcohan@thewootencompany.com for data source information.

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

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

and	Auditor Name
	Auditor Address

Hereinafter referred to as Auditor

for	Fiscal Year Ending	Date Audit Will Be Submitted to LGC
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Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

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

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

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

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

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

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

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

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

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

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

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

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

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

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

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

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

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

FEES FOR AUDIT SERVICES

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

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

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

Name:

Title and Unit / Company:

Email Address:

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

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

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

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

PRIMARY GOVERNMENT FEES

Primary Government Unit	
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$

DPCU FEES (if applicable)

Discretely Presented Component Unit	
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
Authorized Firm Representative (typed or printed)*	Signature* 
Date*	Email Address*

GOVERNMENTAL UNIT

Governmental Unit*	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)*	Signature*
Date	Email Address

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

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

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

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

Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Date of Pre-Audit Certificate*	Email Address*

**SIGNATURE PAGE – DPCU
(complete only if applicable)**

DISCRETELY PRESENTED COMPONENT UNIT

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

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

DPCU – PRE-AUDIT CERTIFICATE

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

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

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

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

PROJECT NO. _____

alley, williams, carmen & king, inc.
ENGINEERS AND ARCHITECTS

Firm #F-0203

120 south main street / p.o. box 1248

kannapolis, north carolina 28082-1248

(704)938-1515 - fax (704)938-6810



MEMORANDUM OF AGREEMENT

This 4th day of April 2023, we, ALLEY, WILLIAMS, CARMEN, & KING, INC., hereinafter called Engineer, and City of Locust hereinafter called Owner, agree that the Engineer perform professional services as set forth below for a Project called City of Locust 2023 Powell Bill Map.

A. Project Data:

This project includes professional engineering services for field measuring and map preparation for the 2023 City of Locust Powell Bill Map.

B. Engineer agrees to perform the services as set forth in Exhibit A – Engineer’s Services.

C. Owners Responsibilities are set forth in Exhibit B – Owner’s Responsibilities.

D. Owner Agrees as follows:

1. Compensate the Engineer for his services as set forth in Exhibit C – Payments to Engineer for Services and Reimbursable Expenses.
2. Payments for services and reimbursables shall be made monthly upon receipt of a statement from the Engineer.
3. In the event of the failure of the Project to materialize, the Owner shall reimburse the Engineer for all costs in accordance with the Hourly Charge Rate Schedule.
4. Project invoices shall be issued monthly, based on the time associated with the project and the hourly charge rate. The invoice shall be paid in full within 30 days of receipt. The total project fee is expected at the time of the final plan deliverance.
5. Failure to pay for services provided constitutes a suspension of the project and services to be provided. The project will be reactivated once the retainer fee is restored.

E. This proposal is valid for a period of 30 days from the date listed above.

F. IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated above.

Owner: _____

By: _____

Print Name: _____

Title: _____

Date Signed: _____

Engineer: Alley, Williams, Carmen & King, Inc.

By: David Lipe _____

Print Name: David Lipe

Title: Principal Engineer

Date Signed: 4/4/23

Digitally signed by David Lipe
DN: cn=US, E=dlipe@awck.com,
ou=AWCK, ou=AWCK, cn=David
Lipe
Date: 2023.04.04 08:58:22-0400'

Billing Instructions

To: _____

Address: _____

Exhibit A - Engineer's Services

Scope of Services

This project includes professional engineering services for the field measurements and map preparation for the City of Locust 2023 Powell Bill Map. The 2023 Powell Bill Map will be prepared based off of information submitted by the Owner by email dated March 30, 2023 from Tim Flieger which includes a list of streets to be added to the street list provided by email from Tim Flieger dated January 31, 2023. The Engineer will use information available from the Owner and online resources to produce the 2023 Powell Bill Map. The Engineer will seal the certified statement for Powell Bill submission and will submit the Powell Bill Map on behalf of the Owner.

Additional Services

If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

- Subsequent Inspections if remedial measures are required.

Exhibit B - Owner's Responsibilities

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
2. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
3. Owner is responsible for all local, state, and federal review, testing, application, permitting, project advertisement, and recording fees.

Exhibit C - Payments to Engineer for Services and Reimbursable Expenses

Owner shall pay Engineer for Basic Services set forth in Exhibit A, as follows:

Lump Sum Fee of \$3,500.00

Owner shall pay Engineer for Additional Services, if any, as follows:

For services of Engineer's personnel engaged directly on the Project pursuant to Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

Reimbursable Expenses include the expenses identified in the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.10.

GENERAL PROVISIONS

Attached to and made a part of LETTER AGREEMENT, dated April 4, 2023 between City of Locust and Alley Williams Carmen and King (ENGINEER) in respect of the Project described therein.

SECTION 1 – BASIC SERVICES OF ENGINEER

1.1. General.

1.1.1. ENGINEER shall perform for Architect professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER'S professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil engineering services.

1.4. Design Phase.

After written authorization to proceed with the Design Phase, ENGINEER shall:

1.4.1. On the basis of the accepted Preliminary Design documents or sketches, prepare for incorporation in the Contract Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications.

1.4.2. Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities.

1.4.3. Prepare for OWNER opinion of probable costs of the Project. This shall only be done if specifically spelled out in letter agreement.

1.4.4. Prepare for review and approval by Architect, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders (all of which shall be consistent with the forms and pertinent guide sheets prepared by the Engineers' Joint Contract Documents Committee), and assist in the preparation of other related documents (if stated in letter agreement).

1.4.5. Furnish five copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER.

SECTION 2 – ADDITIONAL SERVICES OF ENGINEER

2.1. Normal and customary engineering services do not include service in respect of the following categories of work which are usually referred to as Additional Services.

2.1.1. If OWNER wishes ENGINEER to perform any of the following Additional Services, OWNER shall so instruct ENGINEER in writing, and ENGINEER shall perform or obtain from others such services and will be paid therefore as provided in the Letter Agreement:

- Preparation of applications and supporting documents for governmental financial support of the Project in addition to those required under Basic Services; preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.
- Services to make measured drawings of or to investigate existing conditions or facilities.
- Services resulting from significant changes in the general scope, extent or character of the Project or major changes in documentation previously accepted by OWNER where changes are due to causes beyond ENGINEER's control.
- Providing renderings or models.
- Preparing documents for alternate bids requested by OWNER for work which is not executed or for out-of-sequence work.
- Detailed consideration of operations, maintenance and overhead expenses; value engineering and the preparation of rate schedules, earnings and expense statements, cash flow and economic evaluations, feasibility studies, appraisals and valuations.
- Furnishing the services of independent professional associates or consultants for other than Basic Services.
- Services in connection with field surveys for design purposes and engineering surveys and staking out the work of Contractor(s).
- Preparing to serve or serving as a consultant or witness in any litigation, arbitration or other legal or administrative proceeding except where required as part of Basic Services.

2.1.2. When required by the Contract Documents in circumstances beyond ENGINEER's control, ENGINEER shall perform or obtain from others any of the following Additional Services as circumstances require during construction and without waiting for specific instructions from OWNER, and ENGINEER will be paid therefore as provided in the Letter Agreement:

- Services in connection with work directive changes and change orders to reflect the changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
- Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor; and evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.
- Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.
- Additional or extended services during construction made necessary by (1) work damage by fire or other causes during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, (4) default by any Contractor.

SECTION 3 – OWNER'S RESPONSIBILITIES

3.1. OWNER shall provide all criteria and full information as to OWNER's requirements for the Project; designate a person to act with authority on OWNER's behalf in respect of all aspects of the Project; examine and respond promptly to ENGINEER's submissions; and give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the work.

3.2. OWNER shall also do the following and pay all costs incident thereto:

- Furnish to ENGINEER borings, probings and sub-surface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning and deed restrictions; all of which ENGINEER may rely upon in performing service hereunder.
- Guarantee access to and make all provisions for ENGINEER to enter upon public and private property.
- Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of Contractor(s)' applications for payment, and any inspection services to determine if Contractor(s) are performing the work legally.
- Provide engineering surveys to establish reference points for construction.
- Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.
- If more than one prime contractor is to be awarded for construction, designate a party to have responsibility and authority for coordinating the activities of the various prime contractors.

3.3. OWNER shall pay all costs incident to obtaining bids or proposals from Contractor(s).

SECTION 4 – MEANING OF TERMS

4.1. As used herein the term "this Agreement" refers to the Letter Agreement to which these General Provisions are attached and to these General Provisions, and any exhibits also attached.

The hourly rates of ENGINEER may be adjusted equitably to reflect changes in personnel and in ENGINEER's overall compensation procedures and practices. They will be reviewed on an annual basis.

4.5. Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants directly or indirectly in connection with the Project, such as expenses for: mileage; obtaining bids or proposals from Contractor(s); toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents and similar Project-related items in addition to those required under Section 1; and if authorized in advance by OWNER, overtime work requiring higher than regular rates.

SECTION 5 – MISCELLANEOUS

5.1. Reuse of Documents.

All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and OWNER shall have ownership upon payment in full for all services

rendered on this project. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on any other project.

Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of our resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

5.2. Opinions of Cost.

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of costs herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.2. ENGINEER's services to modify the Contract Documents to bring the Construction Cost within any limitation established by OWNER will be considered Additional Services and paid for as such by OWNER.

5.3. Other Provisions Concerning Payments.

If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's statement therefore, the amounts due ENGINEER will be increased at the rate of 1% per month from said thirtieth day, and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Further, if OWNER fails to make any payment due ENGINEER for services and expenses within more than 30 days after receipt of ENGINEER's statement therefore, ENGINEER shall be entitled to file a lien, either statutory or at common law, against the real property benefited by ENGINEER's services with the Registry of the County wherein the said real property is located. Said lien may include reimbursable expenses for all costs of collection, including reasonable attorney's fees.

5.4. Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, ENGINEER will be paid for all services rendered to the date of termination, all Reimbursable Expenses and termination expenses.

5.5. Controlling Law.

This Agreement is to be governed by the law of the State of North Carolina and the County of Cabarrus.

5.6. Successors and Assigns.

5.6.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 5.6.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to the Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

5.6.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

5.6.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

SECTION 6 – SPECIAL PROVISIONS

6.1. Limitation of Liability

6.1.1. ENGINEER shall perform services for Owner in professional manner, using that degree of care and skill ordinarily exercised by engineers practicing in the same or similar locality as the Project. ENGINEER's liability to OWNER for any damages arising in any way out of performance or breach of this contract, is limited to the total fees paid by Owner or \$100,000 whichever is less. In no event shall either OWNER or ENGINEER be entitled to consequential damages.

6.1.2. OWNER acknowledges that the ENGINEER is a Corporation and agrees that any claim made by the OWNER arising out of any act or omission of director, officer or employee of the ENGINEER in the execution or performance of this agreement shall be made against the ENGINEER and not against such director, officer or employee and OWNER waives any claim against all of ENGINEER's directors, shareholders, officers and employees.

6.1.3. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, explorations, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These unforeseen conditions are not the responsibility of the ENGINEER.

HOURLY CHARGE RATE SCHEDULE – JULY 1, 2022
This information is confidential and is intended for use by the recipient only.

1. Engineers:

a. EI – Engineering Intern	\$ 80.00	-	\$130.00/Hr.
b. Registered Professional Engineer	100.00	-	160.00/Hr.
c. Associate/Registered Professional Engineer	125.00	-	175.00/Hr.
d. Principal/Registered Professional Engineer	190.00	-	240.00/Hr.

2. Architects:

a. Architects in Training	\$ 80.00	-	\$100.00/Hr.
b. Registered Architect	90.00	-	130.00/Hr.
c. Associate/Registered Architect	145.00	-	175.00/Hr.
d. Principal/Registered Architect	160.00	-	175.00/Hr.

3. Surveyors:

a. Surveyor in Training	\$ 75.00	-	\$ 90.00/Hr.
b. Registered Land Surveyor	85.00	-	115.00/Hr.
c. Associate/Registered Land Surveyor	95.00	-	135.00/Hr.

4. Technical Staff:

a. Project Manager	\$ 90.00	-	\$130.00/Hr.
b. CADD Designer/Technician	75.00	-	110.00/Hr.
c. Stormwater Program Coordinator	75.00	-	105.00/Hr.

5. Survey Parties:

a. 2-Man Party	\$140.00	-	\$160.00/Hr.
b. 3-Man Party	190.00	-	225.00/Hr.

6. Construction Observer

	\$ 75.00	-	\$110.00/Hr.
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7. Clerical

	\$ 55.00	-	\$ 70.00/Hr.
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8. Other:
 - a. Employees' overtime (when authorized in advance): 1.50 times Hourly Charge Rate.
 - b. Professional Consultants: 1.10 times the amount billed to AWCK, Inc.
 - c. Printing and Mailing: 1.10 times the amount billed to AWCK, Inc.
 - d. Mileage: Travel to job site No Charge, but time is included from our office to job site and return.
 - e. Overnight or extended travel: 1.10 times the amount billed to AWCK, Inc.
 - f. The above rates are subject to adjustment in accordance with normal salary and rate review practices on an annual basis.
 - g. Where ranges of hourly charge rates are listed, the rate charged will be the actual charge rate associated with the individual performing the services.
 - h. Payment will be made monthly based on invoices submitted by Alley, Williams, Carmen & King, Inc.

Joe McManus Asphalt Services

11975 McManus RD

Midland, NC

Proposal

Phone: 704-490-6069

fax: 704-781-5584

Email:jmacmix@aio.com

Website: www.joemcasphaltservices.com

March 23, 2023

Attn: Tim Flieger

Email: tflieger@locustnc.com

We propose to furnish all labor and materials to perform the following:

On a 2,600'/18' S/F area of existing asphalt on Smith St

- Clean all debris
- Patch all utility cuts with full depth asphalt
- Mill at entrance stops for smooth transition
- Apply Tack Coat
- Pave with 2" asphalt compacted \$71,680.00

On a 4,600'/18' of existing asphalt on Maple st

- Clean all debris
- Mill any needed areas to establish smooth transition
- Apply Tack coat
- Pave first lift with .5" P78 mix to establish base
- Pave final lift with 2" asphalt compacted \$ 133,850.00

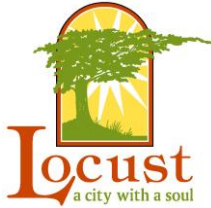
Payment due upon completion. Please note: Due to the level of volatility in the petroleum market we must index our pricing on this project. We reserve the right to change our price based on any increase after the date of this quote.

Authorized Signature _____
Joe McManus

This estimate is for completing work as described above. Materials guaranteed to be as specified.
Our workers are fully covered by Workers Compensation Insurance.

ACCEPTANCE OF PROPOSAL: The above price, specifications and conditions are satisfactory and are hereby accepted. Payment will be made as outlined above.

Signature: _____ **Date** _____



City of Locust
Post Office Box 190
Locust, North Carolina 28097-0190
(704) 888-5260

Purchase Order Requests – 4/13/2023

Purchase Request # 4867

Howard Fertilizer & Chemical Co.

For: Budgeted – Fire Ant/Pest Control

Amount: \$2,280.00

Charge Code: 011-005-06000-53520 Park – Facility Maintenance

Note: budget amendment will be requested next month.

Purchase Request # 4869

Badger Daylighting Corp.

For: Budgeted – WW System Maint. - soft dig searching for leak

Amount: \$2,422.15

Charge Code: 061-005-07400-55500 WW – Capital Outlay

Remaining Budget: \$8,677.13

Purchase Request # 4871

Stanly Tractor Co. Inc.

For: Budgeted – Fleet Replacement Program - PWZTM

Amount: \$14,880.00

Charge Code: 011-005-04400-55500 PW – Capital Outlay

Remaining Budget: \$8,024.89

Purchase Request # 4883

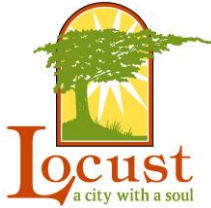
NC State Bureau of Investigations

For: Police – DCIN License Fees 1/1/2023-6/30/2023

Amount: \$1,158.00

Charge Code: 011-005-04300-53517 Police Communications

Remaining Budget: \$921.53



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Purchase Order Requests – 4/13/2023

Purchase Request # 4895

Game Time Inc.

For: Parks – Slide Replacement for OJSMP Winding Slide

Amount: \$4,617.38

Charge Code: 011-005-06000-53108 Park – Equipment

Remaining Budget: \$4,617.65

Purchase Request # 4908

Simple Communications Technologies LLC

For: PW – WiFi Communications Upgrade

Amount: \$5,420.00

Charge Code: 011-005-04400-55200 PW – Facility Maintenance

Note: budget amendment will be requested next month.

Purchase Request # 4902

Hoss Printing LLC

For: Parks – Soccer Uniforms

Amount: \$3,227.00

Charge Code: 011-005-06000-53114 Park – Youth Athletics

Remaining Budget: \$16,149.34

Purchase Request # 4903

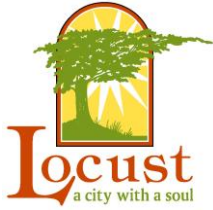
Hoss Printing LLC

For: Parks – Baseball Uniforms

Amount: \$2,023.50

Charge Code: 011-005-06000-53114 Park – Youth Athletics

Remaining Budget: \$14,125.84



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Purchase Order Requests – 4/13/2023

Purchase Request # 4904

Hoss Printing LLC

For: Parks – Baseball Caps

Amount: \$2,504.20

Charge Code: 011-005-06000-53114 Park – Youth Athletics

Remaining Budget: \$11,621.64

Purchase Request # 4905

Bethel Athletic Association

For: Parks – Official Fees for all soccer season

Amount: \$3,620.00

Charge Code: 011-005-06000-53114 Park – Youth Athletics

Remaining Budget: \$8,001.64

Purchase Request # 4909

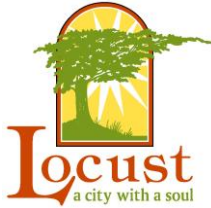
JE Flora Plumbing Inc.

For: Park – waterline installation at Museum/Community Bldg.

Amount: \$4,100.00

Charge Code: 011-005-06000-53520 Park – Facility Maintenance

Note: budget amendment will be requested next month.



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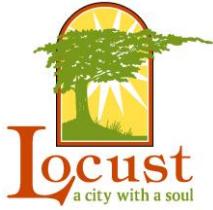
Requested Budget Amendments 4/13/2023

General Fund

Line-Item Transfers

Expenditures:

(\$800.00)	011-005-04100-51230 Admin – 401K
\$800.00	011-005-04100-53107 Admin – Office Expenses
(\$2,060.00)	011-005-04300-51100 Police – Salaries & Wages
\$105.00	011-005-04300-53108 Police – Equipment
\$1,065.00	011-005-04300-53110 Police – Weapon Supplies
\$890.00	011-005-04300-53501 Police – Training
(\$125.00)	011-005-04400-51230 Public Works – 401K
\$125.00	011-005-04400-53100 Public Works – Supplies
(\$505.00)	011-005-06000-51230 Parks – 401K
\$425.00	011-005-06000-53102 Parks – Office Supplies
<u>\$80.00</u>	011-005-06000-53111 Parks – Equipment Expense
<u>\$ 00.00</u>	Total Expenditure Increase



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Requested Budget Amendments 4/13/2023

Wastewater Fund

Line-Item Transfers

Expenditures:

(\$453.00)	061-005-07100-51230 WW – 401K Retirement
\$340.00	061-005-07100-51251 WW – Life Insurance
\$113.00	061-005-07100-53102 WW – Office Supplies
\$13,600.00	061-005-07400-52103 WW – Professional Services
\$17,037.00	061-005-07500-55508 WW – Capital Project – N Basin
<u>(\$30,637.00)</u>	061-005-07400-52104 WW – Treatment Stanly
<u>\$ 00.00</u>	Total Expenditure Increase

RESOLUTION OF INTENT

RESOLUTION OF INTENT TO CONSIDER AN ORDINANCE AMENDING THE CHARTER OF THE CITY OF LOCUST TO ADOPT THE COUNCIL-MANAGER FORM OF GOVERNMENT AND SETTING THE DATE FOR A PUBLIC HEARING THEREON

WHEREAS, pursuant to G.S.160A-101 and 160A-102, the City Council of the City of Locust may adopt an ordinance to amend the Charter of the City of Locust to implement any of the optional forms set out in G.S. 160A-101; and

WHEREAS, G.S. 160A-102 requires that proposed Charter amendments first be submitted to a public hearing and that due notice thereof be published not less than ten (10) days prior to the date fixed for the public hearing;

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

1. The City Council hereby intends to consider an ordinance amending the Charter of the City of Locust, as set forth in Chapter 246 of the 1973 Session Laws of North Carolina, as amended, to adopt the council-manager form of government, as authorized by G.S. 160A-101(9)(b).
2. A public hearing on the proposed ordinance is hereby called at the Joel Huneycutt Community Room at 7:00pm on Thursday, May 11, 2023.
3. Following the public hearing called hereby, the City Council shall consider passage of the ordinance at its regular meeting on Thursday, June 8, 2023.
4. The City Clerk is hereby directed to cause to be published in the Stanly News & Press a proper notice of the public hearing called, which notice shall contain a summary of the proposed Charter amendments.

Adopted this 13 day of April 2023

Stephen Huber, Mayor

ATTEST:

Amy Furr, City Clerk



We have prepared a quote for you

City of Locust - PW Cellular Installation

Quote # 003832
Version 1

Prepared for:

City of Locust

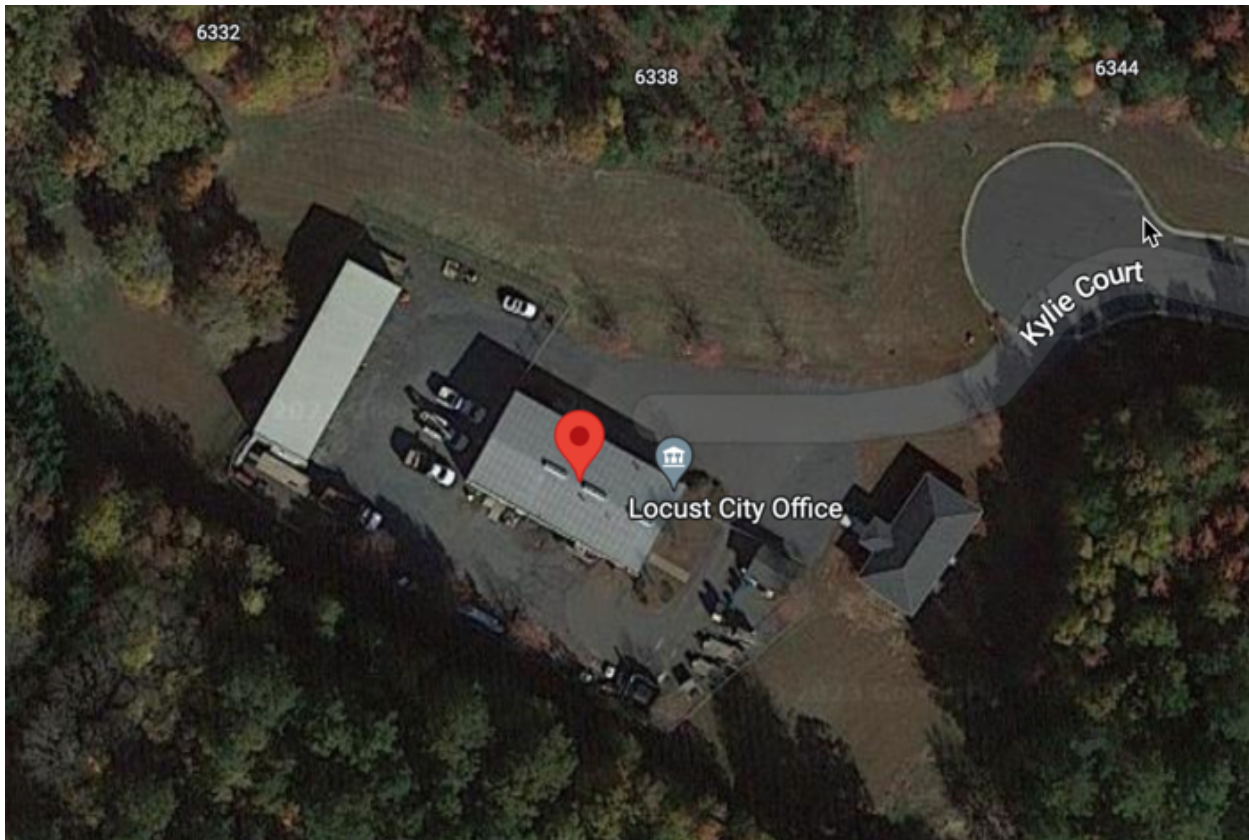
Cesar Correa
cityadmin@locustnc.com

 OVERVIEW

OVERVIEW

Installation Address:

City of Locust - PW Facility
221 Kylie Court
Midland, NC 28107



Cellular Network Hardware (Provided by TMO)

Description	Price	Qty	Ext. Price
649496 02542 7 Inseego FW2000e Enterprise 5G Outdoor Adapter (Provided by TMO)  Inseego Wavemaker™ PRO 5G Outdoor Modem FW2000e Enterprise - North America - Sub-6GHz, Integrated High-Gain Antennas, 5G NR, 4G LTE Fallback, Multi-Carrier, Dual External SIM, IP67 Environmental Rating, 1 5GBase-T Ethernet Port w/ PoE, Supports Inseego Manage Software services.	\$0.00	1	\$0.00

Subtotal: \$0.00

Cellular Installation Services (One Time Cost)

Description	Price	Qty	Ext. Price
SVC-INSTALL-CELL Outdoor Cell Router Installation Services (Inseego Unit) -CAT20  Router Installation services; Includes penetration, cabling, etc.	\$1,250.00	1	\$1,250.00
SG-ETH-INLINE Ethernet Surge Protection  Ethernet In Line Surge Protection/Lightning Suppression; utilizes high energy dissipation. FEATURES: - Fully Shielded - GDT Technology - 10/100/1000/10000 Base-T Ethernet - Passes Power-Over-Ethernet (802.3bt) - Works with Access Points, Servers, Routers	\$125.00	1	\$125.00
SCT-WALLMOUNT-BR Galvanized Y-Type Wall Mount Bracket with 10' Mast J-Pole Mounting Bracket for Inseego Wavemaker	\$125.00	1	\$125.00
SVC-MISC-INSTALL Miscellaneous Components for Installation Miscellaneous Components for Installation - Building will require about 100'-150' of metal conduit to stay to code - Includes brackets for conduit	\$50.00	1	\$50.00

Subtotal: \$1,550.00

Shipping

Description	Price	Qty	Ext. Price
Shipping Shipping & Handling (Estimated) Shipping/handling of equipment.	\$0.00	1	\$0.00

Subtotal: **\$0.00**

Provisioning

Wireless Data Hardware Provisioning

As part of our service, we are going to provision and configure the hardware for deployment. This requires that we coordinate with the Wireless Data Service Provider/Carrier sales or support representative to activate services on the equipment. This will require that the service provider share information with us about your account or services. By approving the quote you are granting our staff permission to communicate with the carrier on your behalf and work with them to ensure that the proper services, features and rate plans are applied to your equipment.

Device Configuration

As part of the provisioning process, we will be configuring your equipment to meet your application and installation requirements. This requires that we coordinate with your IT staff or technical consultants to obtain the correct settings for the equipment. This will require that they share information with us about your network, software, network services, or business needs. By approving the quote you are granting our staff permission to communicate with your IT representatives on your behalf and work with them to ensure that the proper settings are applied to your equipment.

Configuration Changes

Configuration changes can always be made to the equipment after deployment. These type of requests are routed through standard technical support requests.

SimpleCom Return Policy

Simple Com One Talk Return & Exchange Policy

We want you to be 100% satisfied with your purchase. We also understand that sometimes a product is not a perfect fit or what you expected and needs to be returned. Here is how we deal with returns, exchanges and cancellations.

Items Damaged in Shipment

If you find something was damaged during shipment, please email support@simplecom.pro right away. Include a description of the damages, and pictures if possible. This information is very helpful to us in assessing how we package our orders and helps prevent similar problems in the future. We'll get replacements for the damaged goods out to you as quickly as possible.

Items Lost in Shipment

SimpleCom engages the most reliable and cost-effective shipping services for nationwide shipment. This includes such services as FedEx, UPS, DHL and other freight services as required. SimpleCom documents the products that were shipped and provides that info along with shipper tracking information so that you can track the shipment as well. For shipments to be delivered successfully, it is incumbent upon the customer to provide SimpleCom with accurate location/address information as well as accurate hours of operation, contact person(s) as well as alternate recipients in the event that the business is closed or the recipient unavailable. SimpleCom is NOT responsible for shipments where the information provided was incorrect or where the product was delivered by the service provider to the wrong location or shipments delivered to the correct location, but which were later lost, stolen or misplaced. SimpleCom will be glad to assist in placing a tracing claim with the carrier and try to find the package location. However, SimpleCom will NOT be responsible for replacing such lost products. It will be the responsibility of the customer to re-purchase the product at the same price as well as place any claim for reimbursement with the carrier for mis-delivered products.

Return Request Time Period

Products may be returned within 30 days of original purchase date. Depending on circumstances, we may choose to extend that window. Any return period extensions are at our discretion.

Return of Unused Items

We will be happy to arrange for a return or exchange of any unused items purchased. Your purchased product must be returned in salable condition with the original packaging, including Universal Product Code (UPC), manuals, parts, cables, and product packing materials. Simply contact us via phone or email at support@simplecom.pro and provide the reason for the return as well as the equipment information, purchase date, and the specific device serial numbers (IMEI or ESN or MAC) if applicable.

SimpleCom Return Policy

Return of Used or Modified Items

Used items are a bit different. We will be happy to arrange for a return or exchange of any used items purchased provided that they are also in salable condition with the original packaging, including Universal Product Code (UPC), manuals, parts, cables, and product packing materials. Used items must be functional and without any installation marks, scratches, torn or missing labels or other issues that make the item unsuitable for resale. Again, simply contact us via phone or email at support@simplecom.pro and provide the reason for the return as well as the equipment information, purchase date, and the specific device serial numbers (IMEI or ESN or MAC) if applicable. If we determine that the item is not in the condition where it is able to be resold, the item cannot be returned.

Return of Special Order Items

Special order items are non-returnable. This includes custom cable assemblies, antennas with special cable lengths, and items not normally stocked by SCT that were special ordered by SCT on behalf of the customer.

Return of Products Outside Return Period based on Defect

In the product return request is outside the return period and request is due to a product performance issue, the product will be handled as a warranty repair or exchange. We will be glad to examine the product to determine if the issue is a manufacturer error or failure due to defective materials, and we will repair or exchange the item(s) as needed. This process may or may not involve sending the product(s) back to the manufacturer for their assessment, repair or exchange. Determination of whether the repair or exchange will be provided by SCT or by the manufacturer is done on a case-by-case basis and is at the discretion of SCT and/or the product manufacturer.

Shipping Items Back for Return

Items should not be shipped back to us until you have contacted us and an RMA has been issued. Once we determine an item is suitable for return, we will issue a RMA number and provide instructions for its return. If the product returned has any data or configuration information stored in memory, we suggest that the item be cleared and return to factory defaults before shipment. We are not responsible for the storage or transfer of such data or information to another product or for the loss of any data or information or to maintain the confidentiality of any data or information still residing on the returned product.

Returns with SIM Cards

SIM cards should be removed before shipment of equipment to SimpleCom. We are not responsible for recovering or returning SIM cards left inside returned equipment. We are also not responsible for any charges, suspensions or cancellations related to SIM cards sent to SimpleCom without express prior approval from SimpleCom management.

Return Shipping Costs

Shipping costs related to the return of products is the responsibility of the customer. We do not pay for or reimburse for return shipping, nor do we issue return shipping labels.

Refunds for Hardware Returns

Refunds will be processed within 30 days of the receipt and evaluation of the returned product. Refunds will be provided either by check, a credit to the credit card used to make the purchase, or a credit memo to the customer account that can be applied to future purchases. Service, delivery, support, and installation charges are non-refundable once performed.

Refunds for Installation & Support

We understand that sometimes the hardware or solution you purchased may not have worked to your exact specification or expectation. While we provide a policy and allowance for a return of equipment, the policy does not apply to labor or expenses associated with the setup, installation or support. If you provided the resources to install and support of the equipment, those expenses are deemed part of the normal course of technology implementation and not reimbursable by Simple Com. If Simple Com provided the resources for installation and support, whether these were Simple Com staff or third-party contractors, those expenses are also not reimbursable. Simple Com is also not responsible for the removal or de-installation of the equipment nor are the expenses related to the removal, de-installation or transfer of service reimbursable.

City of Locust - PW Cellular Installation

Prepared by:

SCT HQ

Brian McKeon
Fax 704839-2468
brian@simplecom.pro

Prepared for:

City of Locust

186 Ray Kennedy Drive
Locust NC 28097
,
Cesar Correa
(704) 888-5260
cityadmin@locustnc.com

Quote Information:

Quote #: 003832

Version: 1
Delivery Date: 03/30/2023
Expiration Date: 04/30/2023

Quote Summary

Description	Amount
Cellular Network Hardware (Provided by TMO)	\$0.00
Cellular Installation Services (One Time Cost)	\$1,550.00

Subtotal: **\$1,550.00**

Estimated Tax: **\$87.50**

Total: **\$1,637.50**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

SCT HQ

Signature: _____
Name: Brian McKeon
Title: President
Date: 03/30/2023

City of Locust

Signature: _____
Name: Cesar Correa
Date: _____



We have prepared a quote for you

City of Locust - PW Cellular Installation

Quote # 003832
Version 1

Prepared for:

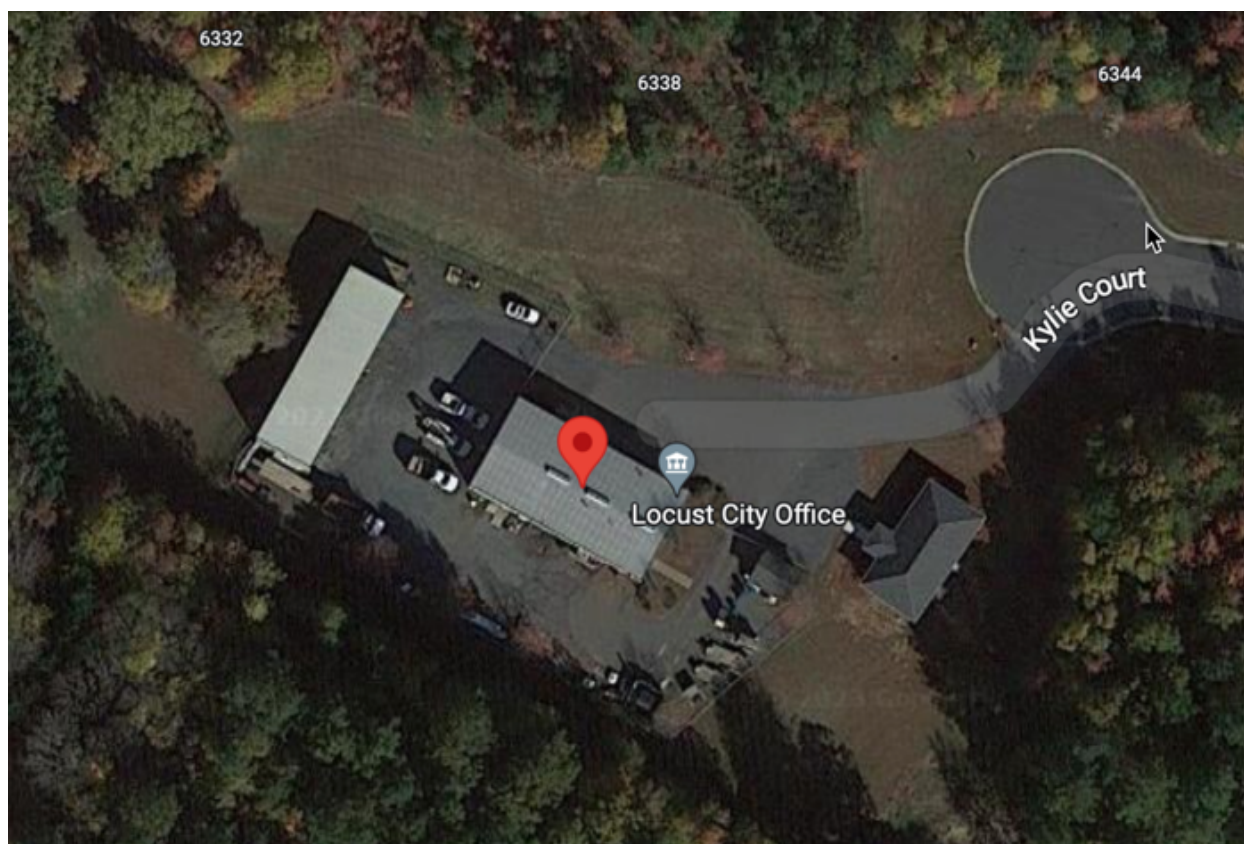
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Items Lost in Shipment

SimpleCom engages the most reliable and cost-effective shipping services for nationwide shipment. This includes such services as FedEx, UPS, DHL and other freight services as required. SimpleCom documents the products that were shipped and provides that info along with shipper tracking information so that you can track the shipment as well. For shipments to be delivered successfully, it is incumbent upon the customer to provide SimpleCom with accurate location/address information as well as accurate hours of operation, contact person(s) as well as alternate recipients in the event that the business is closed or the recipient unavailable. SimpleCom is NOT responsible for shipments where the information provided was incorrect or where the product was delivered by the service provider to the wrong location or shipments delivered to the correct location, but which were later lost, stolen or misplaced. SimpleCom will be glad to assist in placing a tracing claim with the carrier and try to find the package location. However, SimpleCom will NOT be responsible for replacing such lost products. It will be the responsibility of the customer to re-purchase the product at the same price as well as place any claim for reimbursement with the carrier for mis-delivered products.

Return Request Time Period

Products may be returned within 30 days of original purchase date. Depending on circumstances, we may choose to extend that window. Any return period extensions are at our discretion.

Return of Unused Items

We will be happy to arrange for a return or exchange of any unused items purchased. Your purchased product must be returned in salable condition with the original packaging, including Universal Product Code (UPC), manuals, parts, cables, and product packing materials. Simply contact us via phone or email at support@simplecom.pro and provide the reason for the return as well as the equipment information, purchase date, and the specific device serial numbers (IMEI or ESN or MAC) if applicable.

SimpleCom Return Policy

Return of Used or Modified Items

Used items are a bit different. We will be happy to arrange for a return or exchange of any used items purchased provided that they are also in salable condition with the original packaging, including Universal Product Code (UPC), manuals, parts, cables, and product packing materials. Used items must be functional and without any installation marks, scratches, torn or missing labels or other issues that make the item unsuitable for resale. Again, simply contact us via phone or email at support@simplecom.pro and provide the reason for the return as well as the equipment information, purchase date, and the specific device serial numbers (IMEI or ESN or MAC) if applicable. If we determine that the item is not in the condition where it is able to be resold, the item cannot be returned.

Return of Special Order Items

Special order items are non-returnable. This includes custom cable assemblies, antennas with special cable lengths, and items not normally stocked by SCT that were special ordered by SCT on behalf of the customer.

Return of Products Outside Return Period based on Defect

In the product return request is outside the return period and request is due to a product performance issue, the product will be handled as a warranty repair or exchange. We will be glad to examine the product to determine if the issue is a manufacturer error or failure due to defective materials, and we will repair or exchange the item(s) as needed. This process may or may not involve sending the product(s) back to the manufacturer for their assessment, repair or exchange. Determination of whether the repair or exchange will be provided by SCT or by the manufacturer is done on a case-by-case basis and is at the discretion of SCT and/or the product manufacturer.

Shipping Items Back for Return

Items should not be shipped back to us until you have contacted us and an RMA has been issued. Once we determine an item is suitable for return, we will issue a RMA number and provide instructions for its return. If the product returned has any data or configuration information stored in memory, we suggest that the item be cleared and return to factory defaults before shipment. We are not responsible for the storage or transfer of such data or information to another product or for the loss of any data or information or to maintain the confidentiality of any data or information still residing on the returned product.

Returns with SIM Cards

SIM cards should be removed before shipment of equipment to SimpleCom. We are not responsible for recovering or returning SIM cards left inside returned equipment. We are also not responsible for any charges, suspensions or cancellations related to SIM cards sent to SimpleCom without express prior approval from SimpleCom management.

Return Shipping Costs

Shipping costs related to the return of products is the responsibility of the customer. We do not pay for or reimburse for return shipping, nor do we issue return shipping labels.

Refunds for Hardware Returns

Refunds will be processed within 30 days of the receipt and evaluation of the returned product. Refunds will be provided either by check, a credit to the credit card used to make the purchase, or a credit memo to the customer account that can be applied to future purchases. Service, delivery, support, and installation charges are non-refundable once performed.

Refunds for Installation & Support

We understand that sometimes the hardware or solution you purchased may not have worked to your exact specification or expectation. While we provide a policy and allowance for a return of equipment, the policy does not apply to labor or expenses associated with the setup, installation or support. If you provided the resources to install and support of the equipment, those expenses are deemed part of the normal course of technology implementation and not reimbursable by Simple Com. If Simple Com provided the resources for installation and support, whether these were Simple Com staff or third-party contractors, those expenses are also not reimbursable. Simple Com is also not responsible for the removal or de-installation of the equipment nor are the expenses related to the removal, de-installation or transfer of service reimbursable.

City of Locust - PW Cellular Installation

Prepared by:

SCT HQ

Brian McKeon
Fax 704839-2468
brian@simplecom.pro

Prepared for:

City of Locust

186 Ray Kennedy Drive
Locust NC 28097
,
Cesar Correa
(704) 888-5260
cityadmin@locustnc.com

Quote Information:

Quote #: 003832

Version: 1
Delivery Date: 03/30/2023
Expiration Date: 04/30/2023

Quote Summary

Description	Amount
Cellular Network Hardware (Provided by TMO)	\$0.00
Cellular Installation Services (One Time Cost)	\$1,550.00

Subtotal: **\$1,550.00**

Estimated Tax: **\$87.50**

Total: **\$1,637.50**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

SCT HQ

Signature: _____
Name: Brian McKeon
Title: President
Date: 03/30/2023

City of Locust

Signature: _____
Name: Cesar Correa
Date: _____

Locust Wastewater
Monthly Metering

Monthly Wastewater Flow Recordings

<u>Date</u>	<u>Time</u>	<u>Meter</u>	<u>Daily Total</u>	<u>Recorded Rain Fall(")</u>
Wednesday, March 1, 2023	11:59:59 PM	279288.4	279288.4	
Thursday, March 2, 2023	11:59:59 PM	570474.1	291185.6	0.25
Friday, March 3, 2023	11:59:59 PM	879884.7	309410.6	0.20
Saturday, March 4, 2023	11:59:59 PM	1195008.1	315123.4	
Sunday, March 5, 2023	11:59:59 PM	1510624.7	315616.6	
Monday, March 6, 2023	11:59:59 PM	1812739.7	302115.0	
Tuesday, March 7, 2023	11:59:59 PM	2106273.5	293533.8	
Wednesday, March 8, 2023	11:59:59 PM	2398901.3	292627.8	
Thursday, March 9, 2023	11:59:59 PM	2681760.6	282859.4	
Friday, March 10, 2023	11:59:59 PM	2975511.0	293750.3	0.25
Saturday, March 11, 2023	11:59:59 PM	3269107.5	293596.6	
Sunday, March 12, 2023	11:59:59 PM	3641792.0	372684.4	0.48
Monday, March 13, 2023	11:59:59 PM	3965932.6	324140.6	
Tuesday, March 14, 2023	11:59:59 PM	4275956.0	310023.4	
Wednesday, March 15, 2023	11:59:59 PM	4583157.6	307201.6	
Thursday, March 16, 2023	11:59:59 PM	4872391.6	289234.1	
Friday, March 17, 2023	11:59:59 PM	5159415.1	287023.4	0.21
Saturday, March 18, 2023	11:59:59 PM	5491339.1	331924.1	0.16
Sunday, March 19, 2023	11:59:59 PM	5809037.3	317698.1	
Monday, March 20, 2023	11:59:59 PM	6101778.8	292741.6	
Tuesday, March 21, 2023	11:59:59 PM	6384265.1	282486.3	
Wednesday, March 22, 2023	11:59:59 PM	6668415.7	284150.6	0.06
Thursday, March 23, 2023	11:59:59 PM	6950089.2	281673.4	0.01
Friday, March 24, 2023	11:59:59 PM	7232037.3	281948.1	
Saturday, March 25, 2023	11:59:59 PM	7522809.2	290771.9	0.08
Sunday, March 26, 2023	11:59:59 PM	7824861.7	302052.5	0.15
Monday, March 27, 2023	11:59:59 PM	8235254.2	410392.5	0.62
Tuesday, March 28, 2023	11:59:59 PM	8545625.4	310371.3	0.06
Wednesday, March 29, 2023	11:59:59 PM	8847325.1	301699.7	0.01
Thursday, March 30, 2023	11:59:59 PM	9151285.7	303960.6	
Friday, March 31, 2023	11:59:59 PM	9438944.8	287659.1	
Monthly Total			9438944.8	2.54
Daily Average		304482.09		



MARCH 2023 SUMMARY

MARCH 2023

CATEGORY	AMOUNT
Total Offenses Reported	179
Incident Reports Taken	157
Business And Neighborhood Patrols	2,509
Arrest Charges	48
Citation Charges	233
Warnings Issued	151
Traffic Crashes Reported	19

1ST QUARTER COMPARISON

CATEGORY	01-03 2023	01-03 2022	% CHANGE
Total Offenses Reported	496	503	-1.4%
Incident Reports Taken	434	452	-3.9%
Business/Neighborhood Patrols	6,904	6,691	+3.2%
Arrest Charges	106	78	+35.9%
Citation Charges	679	229	+196.5%
Warnings Issued	387	319	+21.3%
Traffic Crashes Reported	53	45	+17.8%

➤ March 2023 Officer of the Month has not yet been decided.

Planning and Zoning

March 2023

28 New House Permits

Horton, Helms, Adams, MHC, Tate

1 Commercial Up fit

3 Remodels

2 Solar

1 Fence

2 Rezoning

Martin, Mavis

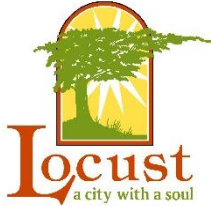
49 New housing permits as of March 31 2023

Ethics Awareness and Identification of Conflicts of Interest Statement:

The Mayor reminds members of the City Council of the ethical requirements for those who serve and requests that members identify any conflicts or potential conflicts of interest that they may have with respect to any item on the agenda.

(If hearing no conflict): The Mayor asks that the record reflect that no conflict or potential conflict of interest was reported or identified.

(If hearing any conflict): The Mayor asks that the member be excused from participating in discussion and action on the item as identified by the member.



City of Locust

Post Office Box 190
Locust, North Carolina 28097-0190
(704) 888-5260

MEMORANDUM

Date: February 13, 2023
From: Cesar Correa, City Administrator
To: Mayor & City Council
Subject: Zoning Amendment (Conditional) – Stanly County PIN#: 557504821726

BACKGROUND & PETITION INFORMATION

On February 8, 2023 the City of Locust received an application for a Conditional Zoning Amendment (Exhibit #1) for the property shown on the attached zoning map (Exhibit 2). This is a resubmission following an error in survey, which resulted in new property configuration and new changes to the site plan. The specifics of the rezoning application are as follows:

Applicant: Rebecca Thompson

Owner Information: Ranger Properties LLC

Existing Zoning: Highway Commercial - Conditional (HC)

Proposed Zoning: Highway Commercial – Conditional (HC-C)

Permitted Uses: All uses permitted in the Highway Commercial zoning district as shown in Article 2 Section 5 Use Table of the City of Locust Land Development Ordinance, would be permitted on the subject property. The proposed use *Pet Care Services – Kennels Only* is a conditional use in the Highway Commercial District.

Parcel ID Numbers: Stanly County PIN#: 557504821726

Area in Acres: The parcel is approximately 1.08 acres.

Site Description: This property is currently vacant.

Adjacent Land Use: Commercial uses to the north and south. Vacant commercial property to the west. Residential to the east.

Surrounding Zoning: The property is surrounded by Highway Commercial to the north, south and west. Property to the east is outside of Locust city limits, but within our ETJs and zoned Open Space.

Utility Service Provider: The property will be served by public water through Stanly County Utilities, and sewer collection provided by the City of Locust.

EXHIBITS

1. Application for Zoning Change
2. Zoning Map
3. Site Plan
4. Proposed Elevations

LAND USE PLAN ANALYSIS

The property lies within the area designated on the adopted 2014 Land Use Plan for commercial uses.

The property is currently zoned Highway Commercial - Conditional. The project was originally approved by Locust City Council on September 8, 2022. This amendment is reasonable because the property is adjacent to existing commercial uses. The amendment allows for the growth and expansion of the City's commercial tax base and sales taxes, thus providing opportunities for local jobs for the community.

SITE SPECIFIC CONDITIONS

Applicant agrees to provide the following:

1. Establishment to follow the proposed site plan, signage and elevations.
2. Establishment to use a fence for the dog play area.

FINDINGS AND CONCLUSIONS

The applicant submitted a Site Plan (Exhibit #3) and proposed elevations (Exhibit #4) for the overall development of the property that will be attached to the approval of the conditional rezoning should the City choose to support this request.

Staff has reviewed the Site Plan and finds that it meets the standards of the City of Locust Land Development Ordinance.

POLICY IMPLICATIONS

The City of Locust Land Development ordinance and the North Carolina General statutes require the Planning & Zoning Board to make a recommendation on the zoning amendment.

On February 23, 2023, the Locust Planning & Zoning Board reviewed the zoning amendment petition and voted unanimously to recommend ***approval*** of the proposed Highway Commercial – Conditional (HC-C) zoning designation.

Notice of the meeting and this agenda item have been publicized, letters have been mailed to all adjacent property owners within 500ft of the subject property, and a zoning hearing sign has been posted on the property.

The Council may vote to recommend approval, denial, or to modify the recommended classification in accordance with the adopted 2014 Land Use Plan.

SUGGESTED MOTION LANGUAGE

The following suggested motion language is provided as a guideline to assist City Council with references required for zoning amendments. The language may be altered as deemed appropriate by any member of the City Council in the making of a motion.

Suggested motion: “To approve the conditional rezoning request designating the subject property as Highway Commercial – Conditional (HC-C) with the associated site plan, signage, and proposed elevations, to be consistent with the 2014 Land Use Plan.



City of Locust
Post Office Box 190
Locust, North Carolina 28097-0190
(704) 888-5260

Application for Conditional Zoning Change

Date: 2-08-2023

Applicant Name: Rebecca Thompson

Company Name (if applicable) Bogle Firm Architecture- Pete Bogle

Address: 110 N. Main St. Salisbury NC 28144

Phone Number: 704-638-2015

Address of Property Change: 112 South Beverly Drive

Present Zoning District: Highway Commercial- Conditional District

Requested Zoning District: No Change

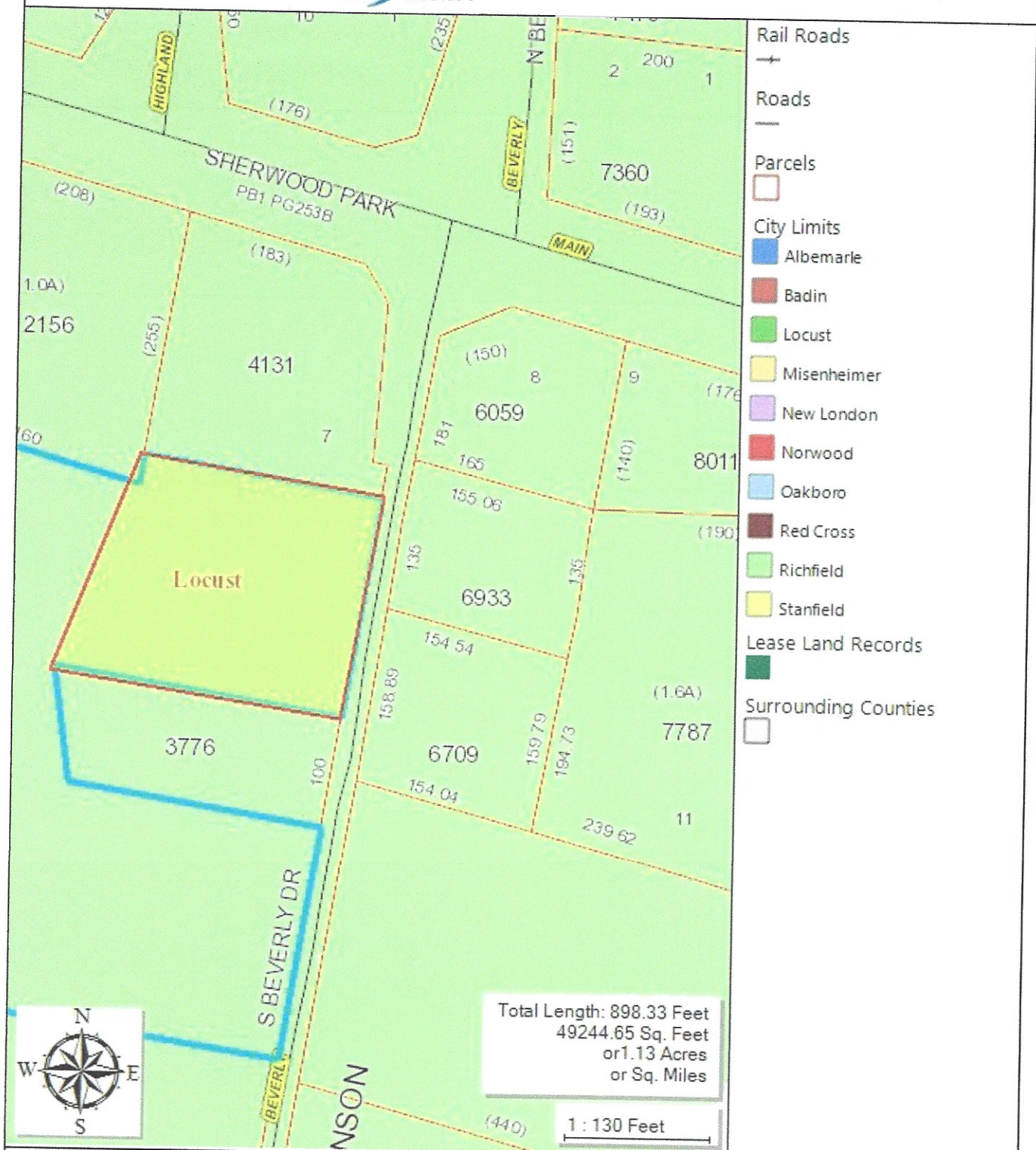
Applicant Signature: _____

The following information is required with the application:

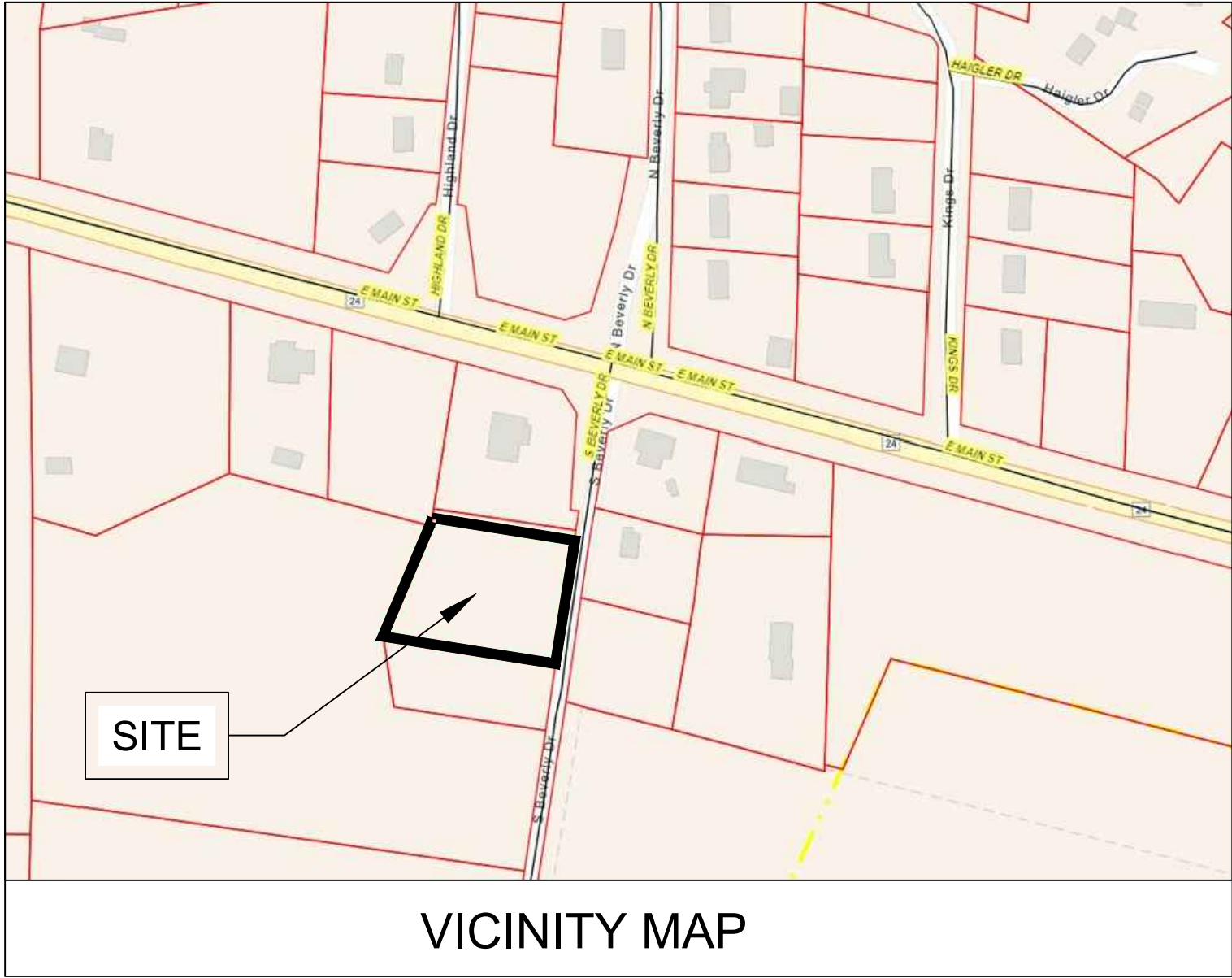
- (1) Map of the property to be rezoned, accurate description to show the following:
 - a. All property lines with dimensions, north arrow.
 - b. Names and addresses of adjoining landowners.
 - c. Location of all existing structures, use of all land.
 - d. Zoning classifications of all abutting zoning districts.
- (2) Comprehensive site plan.
- (3) Color renderings of the exterior.
- (4) Comprehensive landscape plan
- (5) All proposed signage (monument and/or building mounted)
- (6) A fee of \$500 (non- refundable) must accompany this application.

Exhibit 2

Stanly
Printed July 22, 2022
See Below for Disclaimer



This map is prepared for the inventory of Real Property found within this jurisdiction, and is compiled from recorded deeds, plats and other public records and data. Users of the map are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this map. The Stanly County Geographic Information Systems Division of the Office of Information Technology assumes no legal responsibility for the information contained on this map. Also, when the deeds and or plats are viewed for a parcel, the Stanly County Register of Deeds Office makes no guarantees regarding the collection, accuracy, authenticity, or use of these records. The web site is for informational use and convenience only. The Register of Deeds shall in no way be held responsible for errors or omissions in these records nor for any actions resulting from their use. The official records are kept in the Stanly County Register of Deeds Office. To view deeds on this site you must install the AlternatIFF viewer. To install, please visit <http://www.alternatiff.com/install-ie/> Warning: City of Norwood: Within the city limits of Norwood any improvements such as boathouses or piers that have been built on land owned by Duke Energy are considered to be located on leased land and therefore will not be found using this program. These improvements are also not considered to be located within the city limits of Norwood and are taxed accordingly. These leased land records can be identified by going to StanlyTax.com. If a property is located on Lake Tillery in Norwood has a parcel number of 1234 then the tax bill for the waterfront improvements located on Duke Energy property could be found by placing an LL01 after the parcel number. On StanlyTax.com search by Parcel / Record number and enter 1234LL01 for this example.



VICINITY MAP

SITE DATA

ZONING: HC (CD) HIGHWAY COMMERCIAL (CONDITIONAL DISTRICT)
PARCEL IDENTIFICATION NUMBER: 557504824900

TOTAL SITE AREA: 43,936 SF= 1.01 ACRES
IMPERVIOUS SURFACE AREA MAXIMUM %: N/A
IMPERVIOUS SURFACE AREA PROPOSED %: 14,894 SF =34%
PERVIOUS SURFACE AREA PROPOSED %: 29,042 SF = 66%

BUILDING SETBACKS: FRONT= 30 FT
SIDES= 20 FT
REAR= 20 FT
FRONT= 10 FT
SIDES= 10 FT
REAR= 10 FT

LANDSCAPING STRIP: FRONT= 10 FT
SIDES= 10 FT
REAR= 10 FT

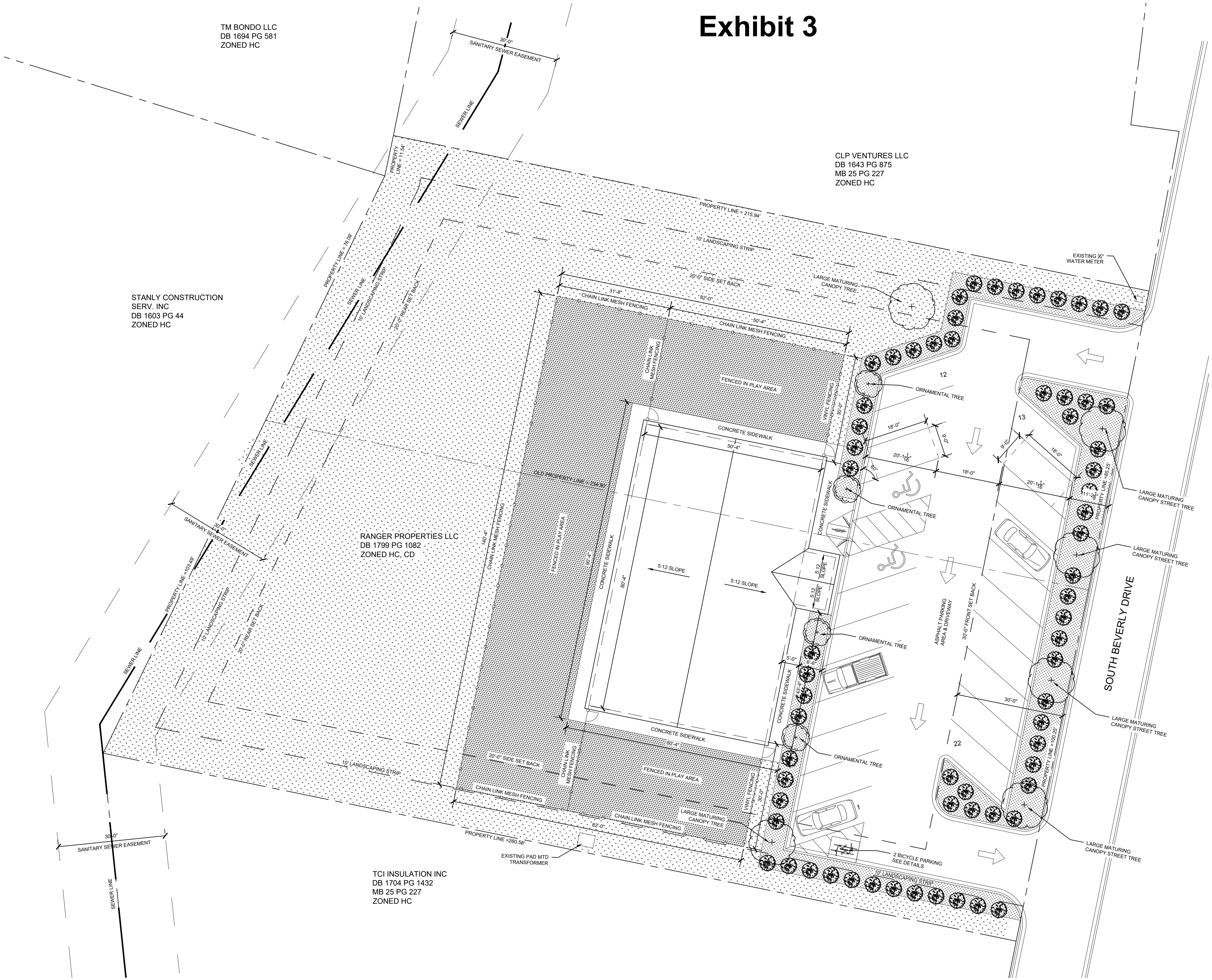
BUILDING FLOOR AREA: 4,044 GSF
BUILDING HEIGHT: 1 STORY
BUILDING ACTUAL HEIGHT: 21'-5"

PARKING REQUIREMENTS
MINIMUM PARKING REQUIRED: 1 SPACE PER 500 SF
TOTAL PARKING PROVIDED: 22 SPACES
ACCESSIBLE PARKING REQUIRED: 2 SPACES
ACCESSIBLE PARKING PROVIDED: 2 SPACES
BICYCLE PARKING REQUIRED: 5% OF PARKING = 1.1 SPACES
BICYCLE PARKING PROVIDED: 2 BICYCLE SPACES

PLANTING LEGEND

SYMBOL	DESCRIPTION	QUANTITY	MIN. INSTALL HEIGHT SIZE	MAX. SPACING	PLANT TYPE
	LARGE MATURING CANOPY TREE	6	8' MIN HEIGHT, 3" CALIPER	40' MAX ON CENTER	PICKED BY OWNER
	ORNAMENTAL TREE	4	8' MIN HEIGHT	30' MAX ON CENTER	PICKED BY OWNER
	EVERGREEN SHRUB	65	3' MIN HEIGHT	6' MAX ON CENTER	PICKED BY OWNER
	GRASS	19,310SF			PICKED BY OWNER
	ARTIFICIAL TURF/GRASS	6,510 SF			PICKED BY OWNER
	MULCH	3,222 SF			PICKED BY OWNER

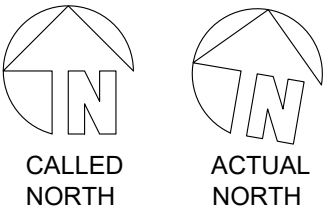
Exhibit 3



A0.3-01

SITE PLAN

SCALE: 3/32" = 1'-0"



SITE PLAN

110 N. MAIN ST SUITE 200
SALISBURY, NC 28144
pete@boglefirm.com
www.boglefirm.com
704.638.2015

PUBLICATION OR REUSE OF THESE DRAWINGS OR ANY INCLUDED DETAILS MUST BE WITH THE WRITTEN CONSENT OF THE FIRM'S PRINCIPAL ARCHITECT.

RILEY'S RETREAT
DOG CARE

SOUTH BEVERLY DR.
LOCUST NC 28097

DRAWN BY: MNB
CHECKED BY: DRB
DATE: FEB. 2023
PROJECT #: 2302

SHEET NUMBER
A0.3
OF: X

Exhibit 4

the

BOGLE

FIRM

ARCHITECTURE

110 N. MAIN ST
SUITE 200
SALISBURY, NC 28144

pete@boglefirm.com

www.boglefirm.com

704.638.2015

PUBLICATION OR REUSE OF THESE DRAWINGS OR ANY INCLUDED DETAILS MUST BE WITH THE WRITTEN CONSENT OF THE FIRM'S PRINCIPAL ARCHITECT.

A2.1-01 EAST ELEVATION

SCALE: 1/4" = 1'-0"

A2.1-02 WEST ELEVATION

SCALE: 1/4" = 1'-0"

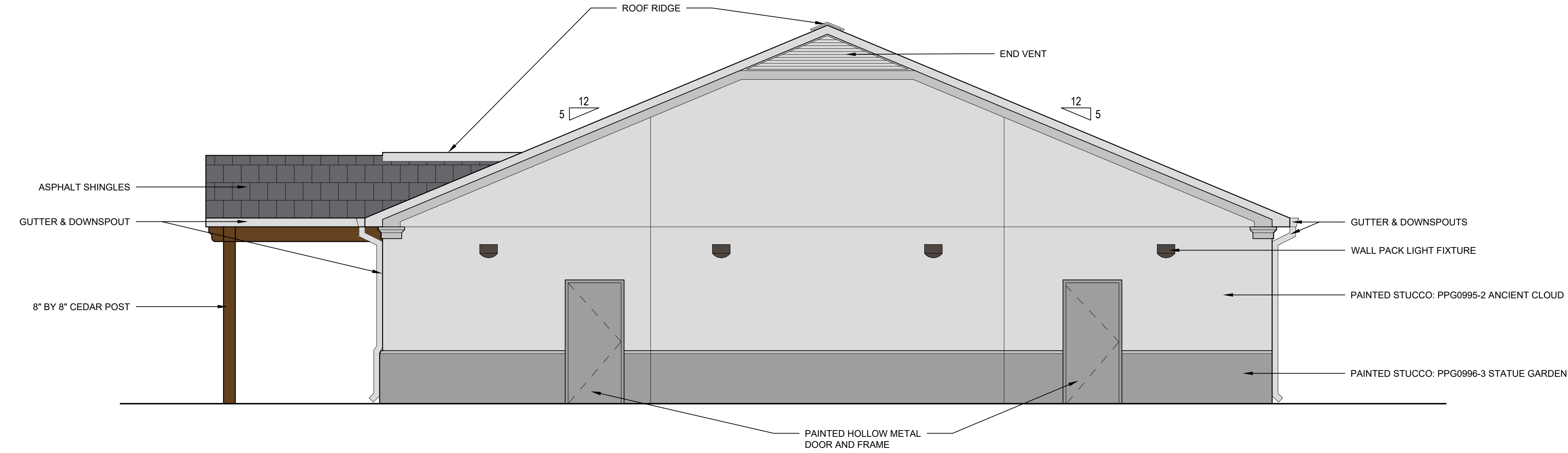
EXTERIOR ELEVATIONS

RILEY'S RETREAT
DOG CARE
SOUTH BEVERLY DR.
LOCUST NC 28097

DRAWN BY: MNB CHECKED BY: DRB DATE: FEB. 2023 PROJECT #: 2302	SHEET NUMBER A2.1 OF: X
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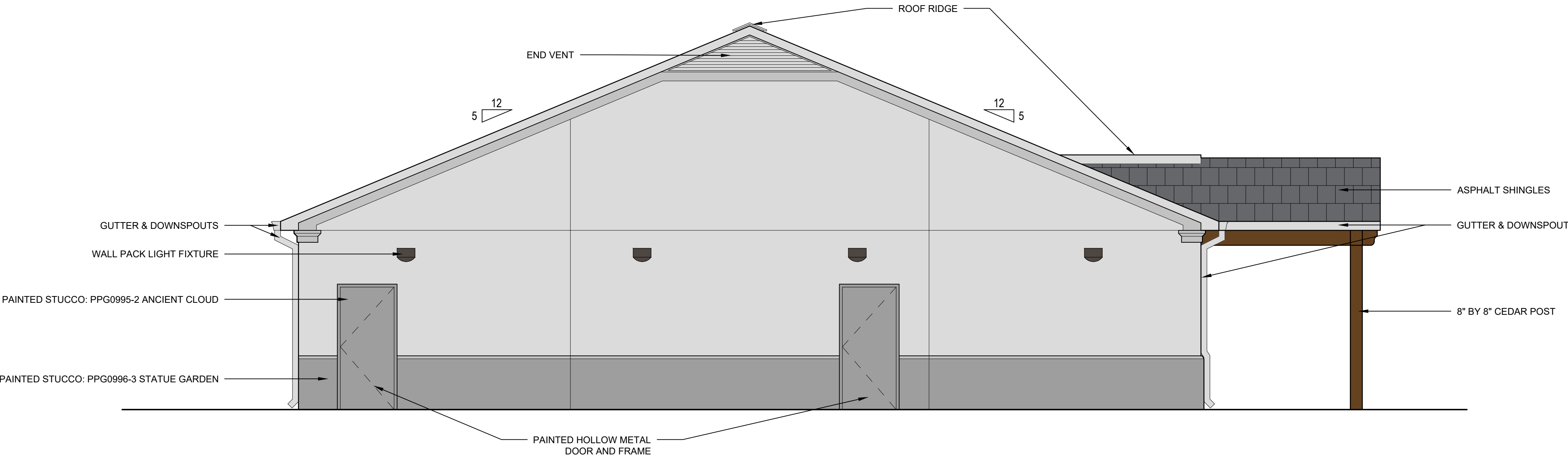
Page 60 of 75

EXTERIOR
ELEVATIONS



A2.2-01 NORTH ELEVATION

SCALE: 1/4" = 1'-0"



A2.2-02 SOUTH ELEVATION

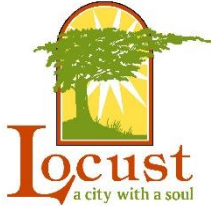
SCALE: 1/4" = 1'-0"

RILEY'S RETREAT
DOG CARE

SOUTH BEVERLY DR.
LOCUST NC 28097

DRAWN BY: MNB
CHECKED BY: DRB
DATE: FEB. 2023
PROJECT #: 2302

SHEET NUMBER
A2.2
OF: X



City of Locust

Post Office Box 190
Locust, North Carolina 28097-0190
(704) 888-5260

MEMORANDUM

Date: March 30, 2023
From: Cesar Correa, City Administrator
To: Mayor & City Council
Subject: Zoning Amendment (Conditional) Cabarrus County PIN#: 556520627600

BACKGROUND & PETITION INFORMATION

On February 8, 2023, the City of Locust received an application for a Conditional Zoning Amendment (Exhibit #1) for the property shown on the attached zoning map (Exhibit 2). The specifics of the rezoning application are as follows:

Applicant: S. Heath Efird

Owner Information: S & S Esthetics

Existing Zoning: Highway Commercial (HC)

Proposed Zoning: Highway Commercial – Conditional (HC-C)

Permitted Uses: All uses permitted in the Highway Commercial zoning district as shown in Article 2 Section 5 Use Table of the City of Locust Land Development Ordinance, would be permitted on the subject property. The proposed use *Medical/health care offices* is a conditional use in the Highway Commercial District.

Parcel ID Numbers: Cabarrus County PIN#: 556520627600

Area in Acres: The parcel is approximately 6.06 acres

Site Description: This property is currently vacant.

Adjacent Land Use: Residential uses to the south, east, west and northwest. Commercial uses to the northeast.

Surrounding Zoning: The property is surrounded by Open Space Conditional to the south and west. Highway Commercial to the northeast. Unincorporated (AO Cabarrus County Zoning) to the northwest and west.

Utility Service Provider: The property will be served by private well and septic tanks. However, the developer intends to connect to public water through Stanly County

Utilities, and sewer provided by the City of Locust once available through the Smith Douglas subdivision.

EXHIBITS

1. Application for Zoning Change
2. Zoning Map
3. Site Plan
4. Proposed Elevations

LAND USE PLAN ANALYSIS

The property lies within the area designated on the adopted 2014 Land Use Plan for commercial uses.

The property is currently zoned Highway Commercial. This amendment is reasonable because the property is on the commercial corridor. The amendment allows for the growth and expansion of the City's commercial tax base and sales taxes, thus providing opportunities for local jobs for the community.

FINDINGS AND CONCLUSIONS

The applicant submitted a Site Plan (Exhibit #3) and proposed elevations (Exhibit #4) for the overall development of the property that will be attached to the approval of the conditional rezoning should the City choose to support this request.

Staff has reviewed the Site Plan and finds that it meets the standards of the City of Locust Land Development Ordinance.

POLICY IMPLICATIONS

The City of Locust Land Development ordinance and the North Carolina General statutes require the Planning & Zoning Board to make a recommendation on the zoning amendment.

On February 23, 2023 the Locust Planning & Zoning Board reviewed the zoning amendment petition and voted unanimously to recommend **approval** of the proposed Highway Commercial – Conditional (HC-C) zoning designation.

Notice of the meeting and this agenda item have been publicized, letters have been mailed to all adjacent property owners within 500ft of the subject property, and a zoning hearing sign has been posted on the property.

The Council may vote to recommend approval, denial, or to modify the recommended classification in accordance with the adopted 2014 Land Use Plan.

SUGGESTED MOTION LANGUAGE

The following suggested motion language is provided as a guideline to assist the Council with references required for zoning amendments. The language may be altered as deemed appropriate by any member of the City Council in the making of a motion.

Suggested motion: “To approve the conditional rezoning request designating the subject property as Highway Commercial – Conditional (HC-C) with the associated site plan and proposed elevations, to be consistent with the 2014 Land Use Plan.

City of Locust

Post Office Box 190

Locust, North Carolina 28097-0190

(704) 888-5260

Application for Conditional Zoning Change

Exhibit 1

Date: 2-8-2023

Applicant Name: S. Heath Efind

Company Name (if applicable) S.S. Esthetics

Address: 29265 Sweet Home Ch Rd Albemarle N.C. 28001

Phone Number: 704-985-5151

Address of Property Change: 6560 N.C. Hwy 54-27 E midland N.C. 28107

Present Zoning District: HC

Requested Zoning District: HRC

Applicant Signature: S. Heath Efind

5570
\$ 500⁰⁰

The following information is required with the application:

- (1) Map of the property to be rezoned, accurate description to show the following:
 - a. All property lines with dimensions, north arrow.
 - b. Names and addresses of adjoining landowners.
 - c. Location of all existing structures, use of all land.
 - d. Zoning classifications of all abutting zoning districts.
- (2) Comprehensive site plan.
- (3) Color renderings of the exterior.
- (4) Comprehensive landscape plan
- (5) All proposed signage (monument and/or building mounted)
- (6) A fee of \$500 (non-refundable) must accompany this application.

Exhibit 2

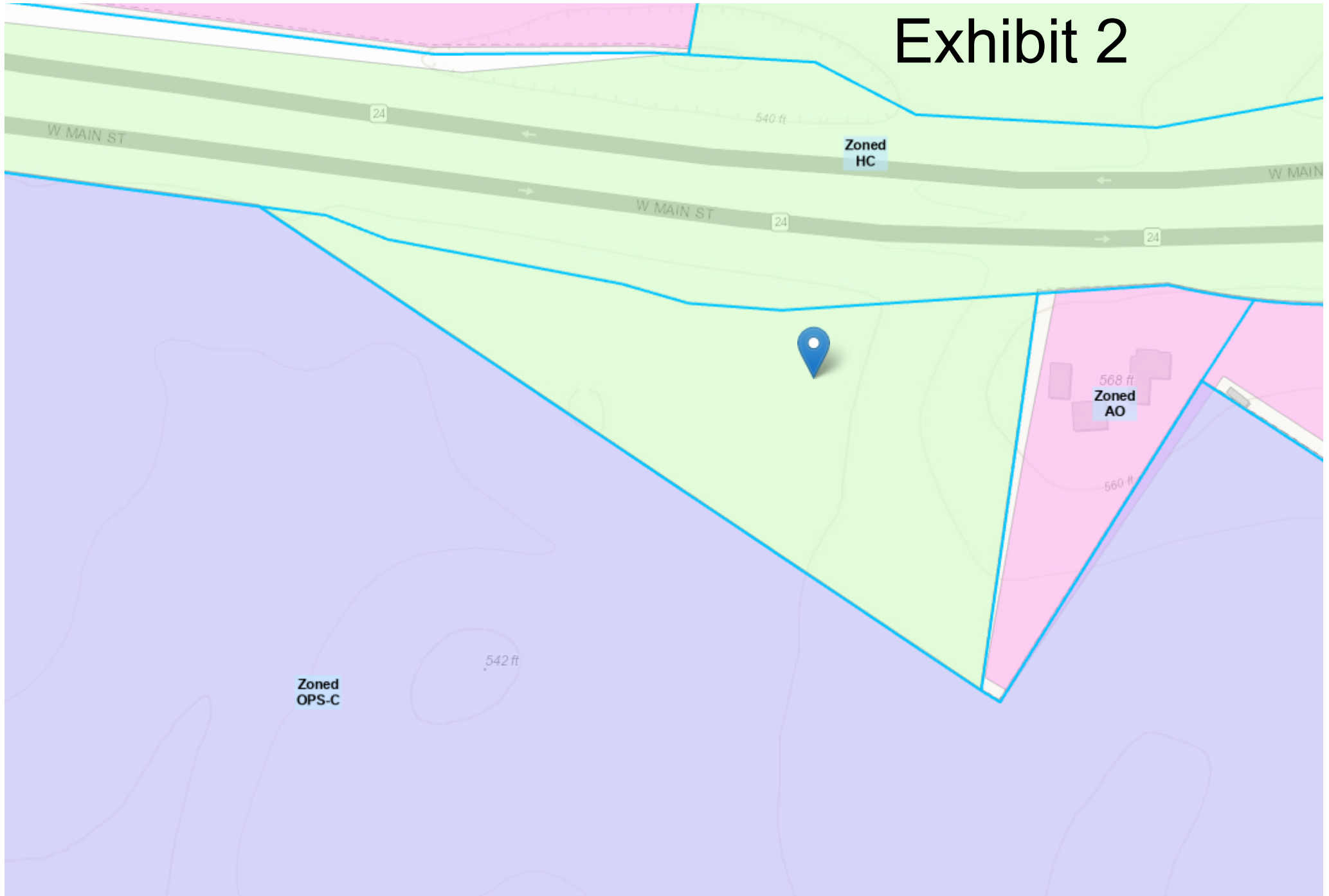
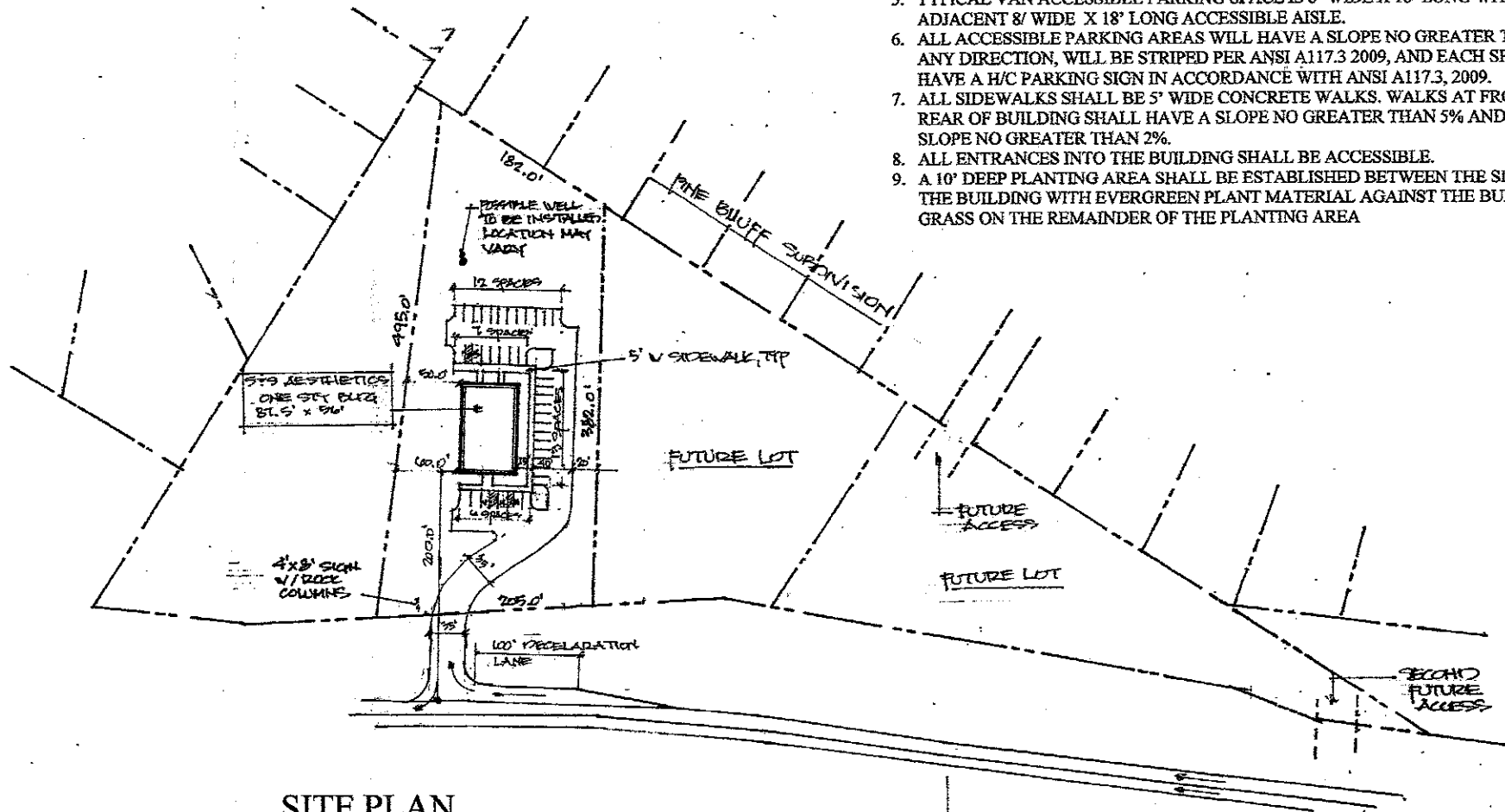


Exhibit 3

SITE NOTES:

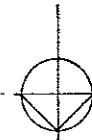
1. TWO-WAY ACCESS DRIVE IS 35' WIDE, ASPHALT PAVED
2. PARKING ACCESS DRIVE IS 22' WIDE, ASPHALT PAVED.
3. TYPICAL PARKING SPACE IS 9' WIDE X 18' LONG, ASPHALT PAVED.
4. TYPICAL ACCESSIBLE PARKING SPACE IS 9' WIDE X 18' LONG WITH AN ADJACENT ACCESSIBLE 5' WIDE X 18' LONG AISLE.
5. TYPICAL VAN ACCESSIBLE PARKING SPACE IS 8' WIDE X 18' LONG WITH AN ADJACENT 8' WIDE X 18' LONG ACCESSIBLE AISLE.
6. ALL ACCESSIBLE PARKING AREAS WILL HAVE A SLOPE NO GREATER THAN 2% IN ANY DIRECTION, WILL BE STRIPED PER ANSI A117.3 2009, AND EACH SPACE SHALL HAVE A H/C PARKING SIGN IN ACCORDANCE WITH ANSI A117.3, 2009.
7. ALL SIDEWALKS SHALL BE 5' WIDE CONCRETE WALKS. WALKS AT FRONT AND REAR OF BUILDING SHALL HAVE A SLOPE NO GREATER THAN 5% AND A CROSS SLOPE NO GREATER THAN 2%.
8. ALL ENTRANCES INTO THE BUILDING SHALL BE ACCESSIBLE.
9. A 10' DEEP PLANTING AREA SHALL BE ESTABLISHED BETWEEN THE SIDEWALK AND THE BUILDING WITH EVERGREEN PLANT MATERIAL AGAINST THE BUILDING AND GRASS ON THE REMAINDER OF THE PLANTING AREA

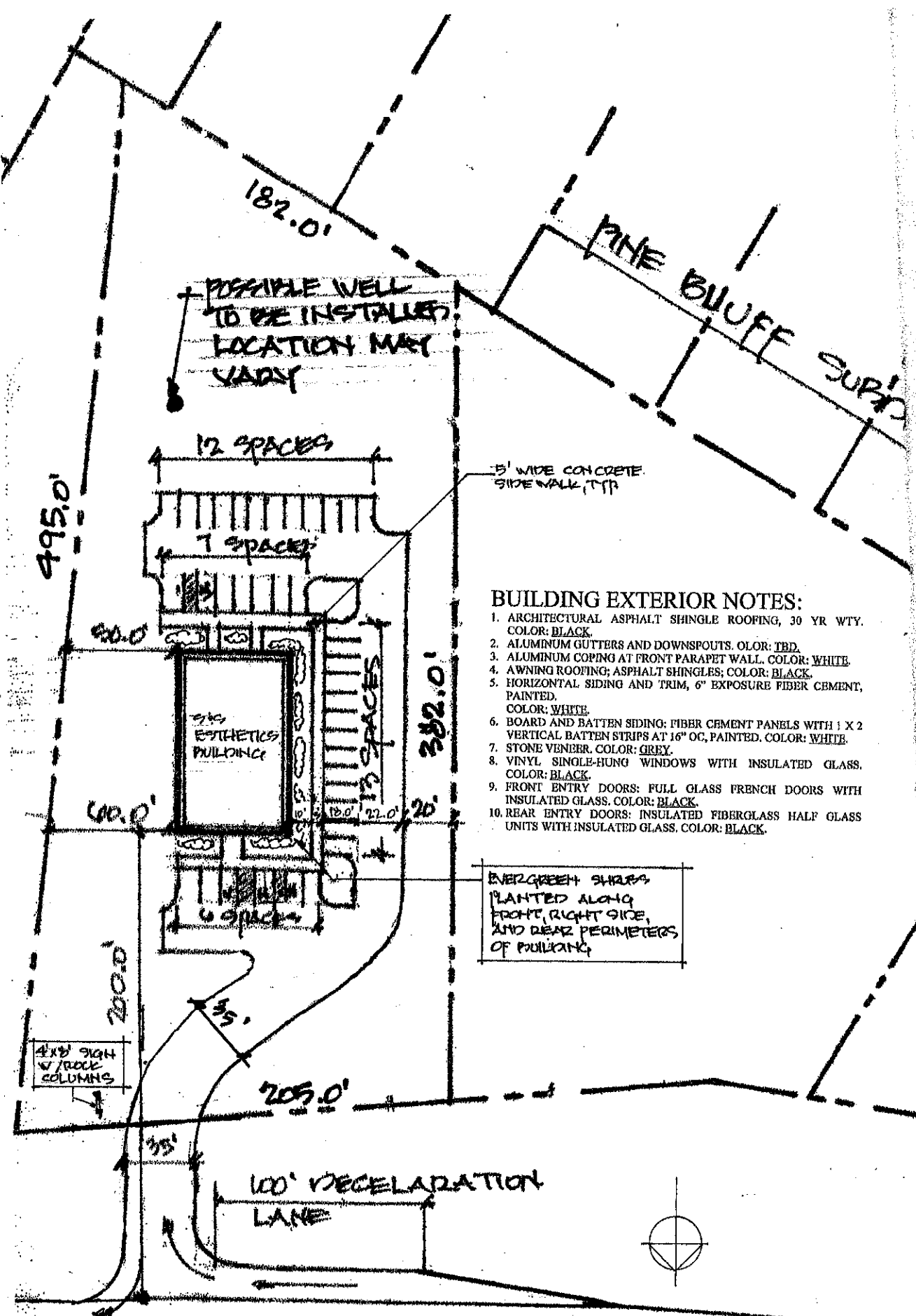


SITE PLAN

S & S ESTHETICS

SCALE 1"=100.0'





BUILDING EXTERIOR NOTES:

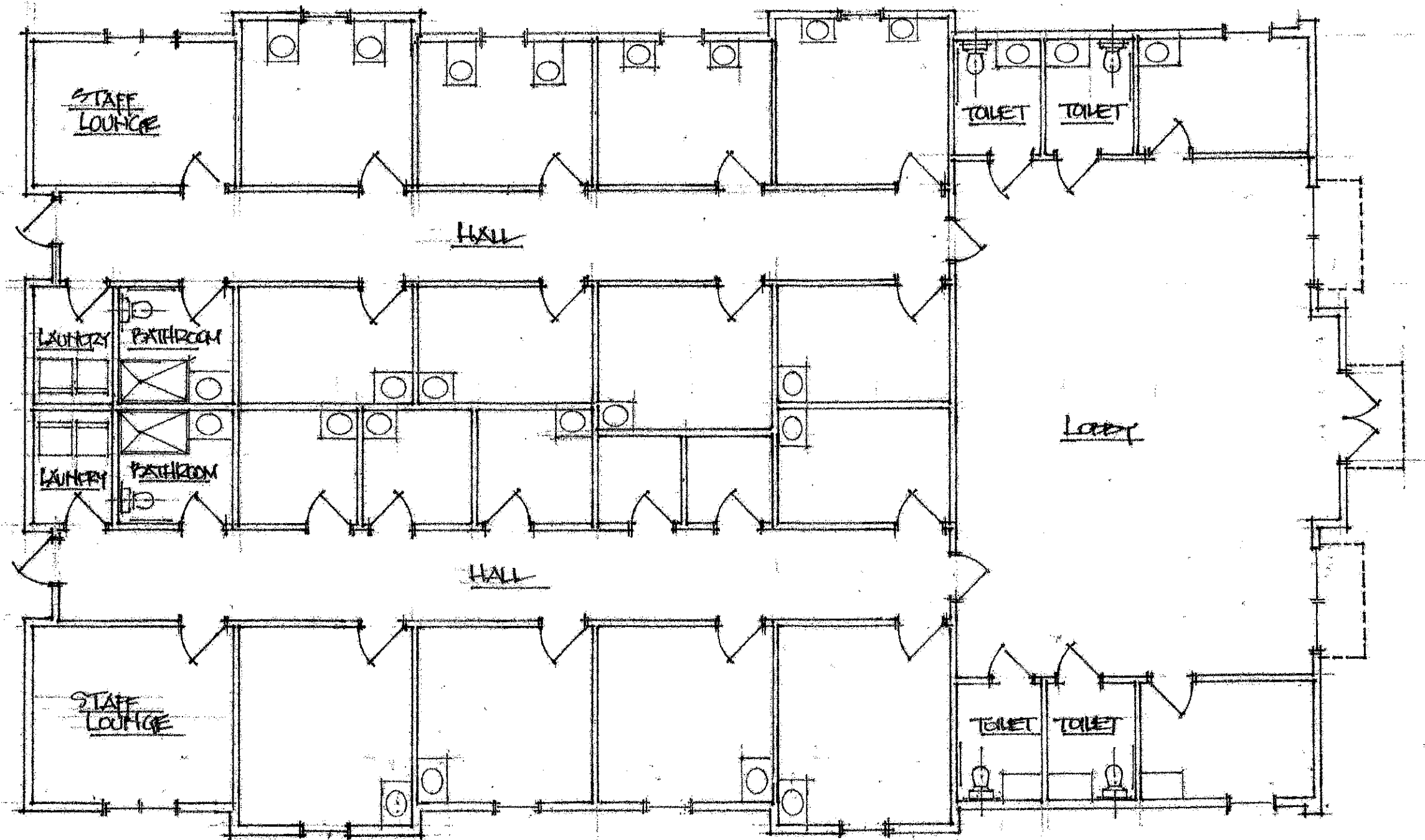
1. ARCHITECTURAL ASPHALT SHINGLE ROOFING, 30 YR WTY. COLOR: BLACK.
2. ALUMINUM GUTTERS AND DOWNSPOUTS. COLOR: TBD.
3. ALUMINUM COPING AT FRONT PARAPET WALL. COLOR: WHITE.
4. AWNING ROOFING; ASPHALT SHINGLES; COLOR: BLACK.
5. HORIZONTAL SIDING AND TRIM, 6" EXPOSURE FIBER CEMENT, PAINTED. COLOR: WHITE.
6. BOARD AND BATTEN SIDING; FIBER CEMENT PANELS WITH 1 X 2 VERTICAL BATTEN STRIPS AT 16" OC, PAINTED. COLOR: WHITE.
7. STONE VENEER. COLOR: GREY.
8. VINYL SINGLE-HUNG WINDOWS WITH INSULATED GLASS. COLOR: BLACK.
9. FRONT ENTRY DOORS: FULL GLASS FRENCH DOORS WITH INSULATED GLASS. COLOR: BLACK.
10. REAR ENTRY DOORS: INSULATED FIBERGLASS HALF GLASS UNITS WITH INSULATED GLASS. COLOR: BLACK.

EVERGREEN SHRUBS
PLANTED ALONG
FRONT, RIGHT SIDE,
AND REAR PERIMETERS
OF BUILDING.

ENLARGED SITE PLAN

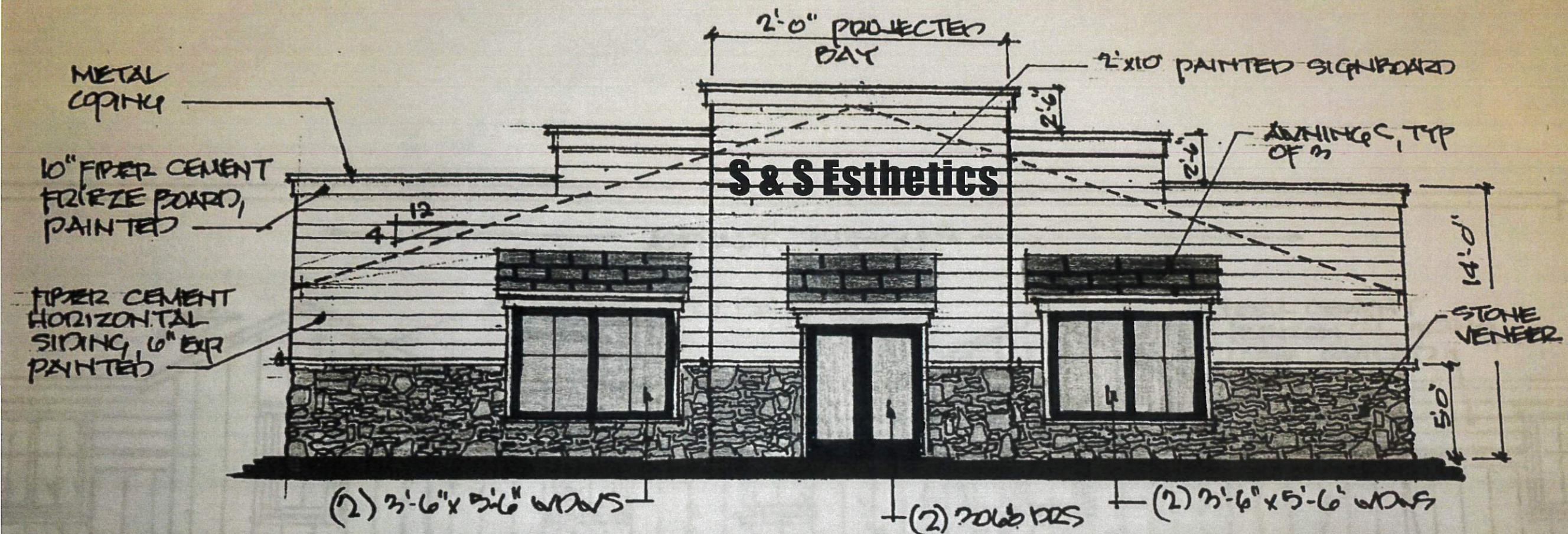
S & S ESTHETICS

SCALE 1"=40.0'



BUILDING PLAN
S & S ESTHETICS

Exhibit 4



FRONT ELEVATION Facing Hwy 24/27

S & S ESTHETICS



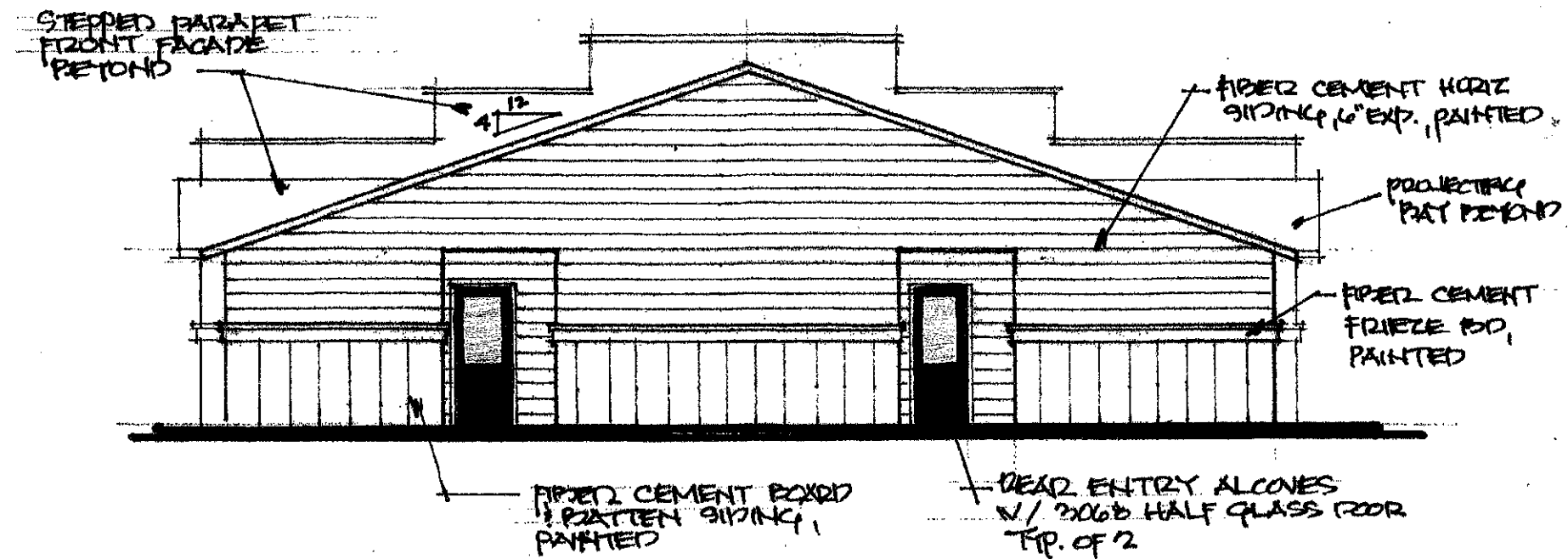
LEFT SIDE ELEVATION

S & S ESTHETICS



RIGHT SIDE ELEVATION

S & S ESTHETICS



REAR ELEVATION

S & S ESTHETICS

