



Locust City Council Meeting

Agenda

Joel Huneycutt Community Room

7:00 PM

March 14, 2024

Mayor

Council Members

Mayor Steve Huber

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

- | | | |
|---------------------|---|----------------|
| Call to Order: | 1. Call to Order | Mayor Huber |
| | 2. Presentation of Colors, Prayer | Mayor Huber |
| | 3. Adopt Agenda | |
| | 4. Minutes - adopt February 8, 2024 | Amy Furr |
| | • February 8, 2024 | |
| Reports: | 5. Financial Reports | |
| | • Financial Summary - February 2024. | |
| | • FY 2023-2024 Audit Contract | |
| | 6. Mayor's Report | Mayor Huber |
| Department Reports: | 7. Manager's Report | Cesar Correa |
| | • LPD Radio Maintenance Agreement | |
| | • North Basin Sewer Project - Capital Project Ordinance | |
| | • Purchase Orders | |
| | • Budget Amendments | |
| | 8. Administration/HR | Harry Fletcher |
| | 9. Parks | Mandy Watson |
| | 10. Facilities | Barry Sims |
| | 11. Public Works | Larry Baucom |
| | 12. ABC, Economic Development & Small Business Support | Rusty Efird |
| | 13. Public Safety | Roger Hypes |
| | • Monthly Report - February 2024 | |
| | 14. Planning & Zoning | Mike Haigler |
| | • Monthly Report - February 2024 | |

- Conditional Rezoning: Taylor Morrison
- Conditional Rezoning: Kolter Homes
- Conditional Rezoning: Brentwood Farms

15. Public Comment Period:

16. Board Closing Comments

17. Executive Session

18. Adjourn

Next Scheduled Council Meeting - April 11, 2024.



Locust City Council Meeting Minutes Joel Huneycutt Community Room

7:00 PM

February 8, 2024

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 was called to order at 7:01pm

2. Presentation of Colors, Prayer

Mayor Huber led in the Pledge of Allegiance and Chaplain Eddie Barbee gave the invocation

M/S/A Council Members Harry Fletcher and Larry Baucom (6-0)
Motion to excuse Council Member Roger Hypes

3. Adopt Agenda

M/S/A Council Members Harry Fletcher and Larry Baucom (6-0)
Motion to adopt the agenda as presented

4. Minutes - adopt January 11, 2024

M/S/A Council Members Harry Fletcher and Michael Haigler (6-0)
Motion to adopt the January 11, 2024 minutes

January 11, 2024

5. Financial Reports

More that halfway through the fiscal and the City is looking good. General Fund revenues exceed expenditures by \$2,029,310.90. This also includes the \$500,000 grant for the new Senior Center. Wastewater Fund revenues exceed expenditures by \$666,982.90. Sales tax distribution received was \$143,070.14.

Financial Summary - January 30, 2024

6. Mayor's Report

Mayor Huber recognized the entire public works department and all those who assisted for their outstanding work during the sewer emergency last month. Public Works Director Tim Flieger was also congratulated on his CPWP-M certification that he received and was presented with a framed certificate. Chief Jeff Shew and Chief Steven Smith's wife Melissa Smith presented the LPD Officer of the Year award to Timmy Hartsell. Corporal Ryan Tran-Thompson was awarded with the Department Leadership award and Officer Adam Hartsell was awarded with Traffic Officer of the year. West Stanly Fire Chief Dakota Raborn was present to speak on the state of the fire department. Chief Raborn gave a presentation to the Council on the statistics of the department over 2023 and the needs and plans for the department in 2024.

Recognition: Locust Department of Public Works

LPD - Officer Of The Year Award

Presentation: West Stanly FD " State of the FD"

7. Manager's Report

Budget amendments and purchase orders were reviewed. We have a municipal election coming up in November. Council needs to set filing fees. Historically, filing fees have been \$10 for Mayor and \$10 for Council Members. The recommendation is for those fees to remain the same. Our annual Deer Urban Archery Season application is up for renewal for 2025 with NC Wildlife.

M/S/A Council Members Harry Fletcher and Larry Baucom (6-0)
Motion to approve purchase orders

M/S/A Council Members Harry Fletcher and Larry Baucom (6-0)
Motion to approve budget amendments

M/S/A Council Members Harry Fletcher and Barry Sims (6-0)
Motion to adopt election filing fees for the office of mayor and council member to remain at \$10

M/S/A Council Members Barry Sims and Michael Haigler (6-0)
Motion to approve application for the 2025 Urban Archery Season

2024 Election Filing Fees

Deer Urban Archery Season Renewal

Purchase Orders

Budget Amendments

8. Administration/HR

Council Member Harry Fletcher reminded council members about our annual budget workshop on Saturday, March 9th beginning at 7:30am.

Reminder: FY 2024-2025 Budget Retreat on Saturday, March 9, 2024 at 7:30am

9. Parks

Basketball season is underway with 141 kids participating. Spring sports registration will end Feb 20th. The 2024 events calendar is posted and lots of fun things are happening. Kids night out continues and remember to pre-register. Farmers Market will begin soon. The dog park is closed temporarily because of new sewer pipes being installed.

10. Facilities

Council Member Barry Sims gave an update on the new Senior Center project. We had another stakeholder meeting to review the preliminary floor plan for the new senior center. This included members of the West Stanly Senior Center, YMCA, Stanly County Library Services, and Stanly County Senior Services. Our consultants are going to clean up the floor plan following additional input from the group, and expect to have a revised floor plan for approval in the upcoming weeks. The proposed building will be a single story building as adding stairs, mechanical room and elevator on the first floor was occupying nearly 800sqft. It was only giving us an extra 1,500sqft on the second floor while eating a significant portion of our budget towards the building. By repurposing the previously designated space for stairs, mechanical and elevator, the approximate size of the new facility is going to be around 7,500sqft. We had previously intended to physically connect the building with a new handicap entrance to the library. This is changing slightly. In order to connect the building to the side of the library, we would have to raise the new senior center almost 4ft. That is both costly and not great for senior accessibility. We are still exploring ways to provide additional handicap access to the library, but plans are moving towards having the facility at ground level for better accessibility. The City has also already received the \$500,000 grant.

Senior Center Update

11. Public Works

Flow was overall consistent over the last month even with all of the rainfall. The entire department is commended for all of their work during the sewer emergency.

Wastewater Flow Report - January 2024

12. ABC, Economic Development & Small Business Support

ABC Board Member Michael Graham is up for re-appointment and would like to be appointed to a 2 year term as to stagger the board members expiring terms.

M/S/A Council Members Rusty Efrid and Harry Fletcher (6-0)
Motion to appoint Michael Graham to a 2 year term to expire in December 2025

ABC Board Appointment

13. Public Safety

Nothing to report at this time

Monthly Report - January 2024

14. Planning & Zoning

Council Member Michael Haigler reviewed the monthly report. 2 voluntary annexation ordinances were presented to Council for consideration. B&C Land Farming, LLC Pin# 557604828727 and Kevin & Kelly O'Connor Pin# 557604827518 If approved, these annexations will be effective June 30, 2024.

Public Hearing opened for the annexation request submitted by B&C Land Farming Pin# 557604828727: No one spoke for or against

Public Hearing opened for the annexation request submitted by Kevin & Kelly O'Connor Pin# 557604827518: No one spoke for or against

Conditional rezoning request (OPS to CBI-C) was presented by Scott Caprenter of Brentwood Farms. This is for the wedding venue the Carpenter Family is pursuing for commercial uses within their bona fide farm. This rezoning received a favorable recommendation from P&Z during the December 2023 P&Z meeting.

M/S/A Council Members Harry Fletcher and Michael Haigler (6-0)
Motion to take a 5 minute recess

Public Hearing was opened for the conditional rezoning request submitted by Scott Carpenter with Brentwood Farms:

Dave Grigg of 203 Brentwood Drive spoke about some concerns down the road when the possibility the venue gets sold that the conditions are tied to the property. He is also concerned with the amount of traffic that would come with the venue and the driveway to the venue is directly across from his home and he would like to see some type of buffer for headlights. Roselin Walton of Brentwood Dr spoke against the conditional rezoning and having a business on that property. Russel Lavoie spoke about his concerns that this business will have on his property and the neighborhood. Angela Lavoie spoke about her concerns regarding his access point to the property. Judy Tucker spoke about a property available to purchase to allow the business access for a driveway to 24/27. Ed Curlee of Brentwood Dr spoke about his concern about it being open for business and the traffic concerns. Public Hearing closed at 9:05pm

Staff presented a number of changes to the LDO regarding dimensions for minimum lot size, density and width for OPS, NR, GR and CC and residential single family for CC from permitted by right to conditional to the P&Z Board during the December 2023 meeting for consideration. The Board presented Council with a favorable recommendation for the following:

Zoning District	Minimum Lot Size (sq ft)	Maximum Density (per acre)	Minimum Lot Width	Minimum Lot Depth
OPS	From 30,000 current to 44,000 new	1 (no change)	From 100 current to 120 new	From 300 current to 367 new
NR	From 20,000 current to 30,000 new	from 2 current to 1 new	From 90 current to 110 new	From 225 current to 273 new
GR	20,000 (no change)	2 (no change)	From 90 current to 100 new	From 225 current to 200 new
CC	From 5,000 current to 10,000 new	From 10 current to 4 new	From 50 current to 60 new	From 100 current to 168 new

Public hearing was opened for the proposed text changes to the LDO: Judy Godwin spoke in favor of the LDO changes

City manager, Cesar Correa took a moment to address the concerns from the public who attended our last meeting regarding the proposed Kolter Homes project.

M/S/A Council Members Larry Baucom and Harry Fletcher (6-0)
Motion to approve voluntary annexation of B&C Land Farming Pin# 557604828727

M/S/A Council Members Larry Baucom and Harry Fletcher (6-0)
Motion to approve voluntary annexation of Kevin & Kelly O'Connor Pin# 557604827518

M/S/A Council Members Michael Haigler and Harry Fletcher (6-0)
Motion to table conditional rezoning request until the March 14, 2024 meeting

M/A Council Member Michael Haigler (No Second Needed) (6-0)
Motion to adopt text change ordinance for the Land Development Ordinance

Monthly Report - January 2024

Voluntary Annexations

Conditional Rezoning: Brentwood Farms

Land Development Text Changes

Public Comment Response from January 11th

15. Public Comment Period:

Jeff Claiborne, 564 Church Street, spoke about property development, zoning laws and case laws. He spoke about eminent domain and nuisances to the community and what boundaries the Council has and how he appreciates the efforts of the Council and their diligent effort to address the concerns of the citizens and their fairness.

Wendy Growcock Health Educator with the Stanly County Health Department spoke about the community health assessment. Please get the word out and participate March 1st through March 29th.

16. Board Closing Comments

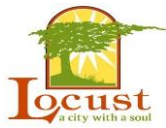
Thank you to those who came out to speak regarding the community and voicing their concerns. Congrats to those officers who were awarded tonight and the entire police department for all they do and thank you to the entire public works department for all their hard work. Thank you to the fire department for all of their dedication and all they do for our community. Thank you to Cesar and his staff for all they do. Thank you to the Carpenter family for their presentation. The community health assessment is vital to Stanly County, and we need to do whatever we can to get the word out. Early voting begins next week. Please keep Council Member Hypes and his wife in your thoughts and prayers.

17. Adjourn

M/S/A Council Members Harry Fletcher and Rusty Efird (6-0)
Motion to adjourn at 9:56pm

Amy Furr, City Clerk

Stephen Huber, Mayor



CITY OF LOCUST
FINANCIAL SUMMARY REPORT - February 29, 2024
FISCAL YEAR ENDING 6/30/2024

GENERAL FUND

	ACTUAL FY '22/'23	CURRENT BUDGET	ACTUAL 6/30/2024	Y-T-D % COLLECTED
REVENUES				
PROPERTY TAXES	\$ 2,475,800	\$ 2,000,000	\$ 2,478,000	123.90%
VEHICLE TAXES/DMV VEHICLE FEES	\$ 48,124	\$ 40,000	\$ 28,080	70.20%
FRANCHISE TAXES	\$ 227,819	\$ 190,000	\$ 112,505	59.21%
SALES TAXES	\$ 1,598,424	\$ 1,100,000	\$ 869,614	79.06%
CABLE VISION FRANCHISE	\$ 20,399	\$ 17,500	\$ 10,153	58.02%
SOLID WASTE	\$ 278,501	\$ 250,000	\$ 290,226	116.09%
BUSINESS REGISTRATION/PERMITS	\$ 91,170	\$ 10,000	\$ 25,270	252.70%
POWELL FUND	\$ 145,838	\$ 145,100	\$ 168,427	116.08%
ALL OTHER REVENUES	\$ 1,048,095	\$ 1,070,247	\$ 1,190,660	111.25%
	\$ 5,934,171	\$ 4,822,847	\$ 5,172,936	107.26%

	ACTUAL FY '22/'23	CURRENT BUDGET	ACTUAL 6/30/2024	Y-T-D % SPENT
EXPENDITURES				
GENERAL ADMINISTRATION GOV'T	\$ 654,148	\$ 702,750	\$ 505,600	71.95%
CENTRAL SERVICES	\$ 74,203	\$ 577,900	\$ 63,712	11.02%
PUBLIC SAFETY	\$ 1,474,518	\$ 1,750,599	\$ 1,212,218	69.25%
PUBLIC WORKS	\$ 689,175	\$ 406,108	\$ 289,985	71.41%
POWELL FUND/STREETS	\$ 142,311	\$ 301,942	\$ 164,033	54.33%
SANITATION	\$ 512,840	\$ 500,000	\$ 320,699	64.14%
PARKS & RECREATION	\$ 471,788	\$ 582,548	\$ 401,760	68.97%
CONTRIBUTION TO WASTE WATER FUND	\$ -	\$ -	\$ -	0.00%
CAPITAL PROJECT FUND	\$ -	\$ -	\$ -	0.00%
ECONOMIC DEVELOPMENT	\$ -	\$ 1,000	\$ -	0.00%
TRANSFER TO WASTE WATER	\$ -	\$ -	\$ -	0.00%
DEBT SERVICE	\$ -	\$ -	\$ -	0.00%
GENERAL FUND RESERVE	\$ -	\$ -	\$ -	0.00%
	\$ 4,018,982	\$ 4,822,847	\$ 2,958,006	61.33%
Y-T-D FUND BALANCE INCREASE	\$ 1,915,189	\$ -	\$ 2,214,929	

Sales Tax Revenue Summary

July 2023	\$ 148,794.48	rec'd 9/15/2023
Aug 2023	\$ 141,641.90	rec'd 10/4/2023
Sept 2023	\$ 151,416.62	rec'd 11/14/2023
Oct 2023	\$ 135,329.53	rec'd 12/14/2023
Nov 2023	\$ 143,070.14	rec'd 1/12/2024
Dec 2023	\$ 149,361.37	rec'd 2/14/2024

ABC Income Summary

July 2023	\$ 20,340.17	
August 2023	\$ 3,215.25	LEO 4th QTR
August 2023	\$ 20,340.17	rec'd 9/1/2023
September 2023	\$ 34,086.91	FYE 2022-2023 Dist.
September 2023	\$ 20,340.17	rec'd 10/2/2023
Oct 2023	\$ 20,340.17	
Nov 2023	\$ 20,340.17	
Nov 2023	\$ 382.41	LEO 1st QTR
Dec 2023	\$ 20,340.17	
Jan 2024	\$ 20,340.17	rec'd 2/5/2024
Feb 2024		rec'd March 24

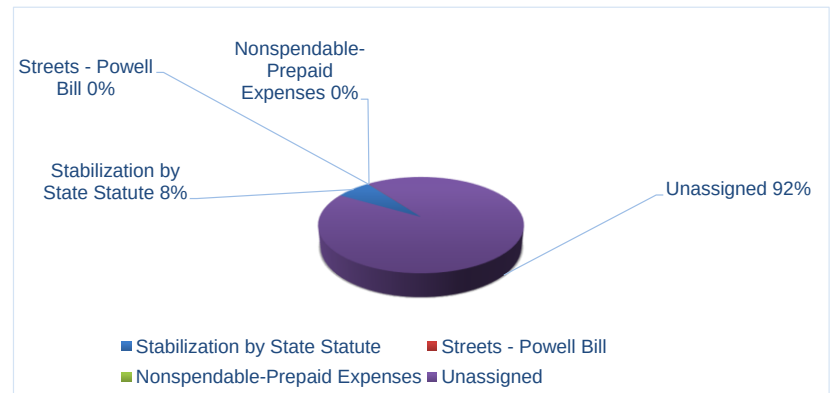
WASTE WATER FUND

	ACTUAL FY '22/'23	CURRENT BUDGET	ACTUAL 6/30/2024	Y-T-D % COLLECTED
REVENUES				
MISC INCOME	\$ 330	\$ 1,000	\$ 7,289	728.88%
INTEREST INCOME	\$ 75,741	\$ 8,362	\$ 75,039	897.38%
NEW DEV SEWER TAP FEES	\$ 532,500	\$ 100,000	\$ 12,500	0.00%
AVAILABILITY FEES	\$ 128,790	\$ 115,000	\$ 85,098	12.50%
USER FEES	\$ 1,523,239	\$ 1,000,000	\$ 1,112,763	111.28%
SYSTEM DEVELOPMENT FEE	\$ 535,000	\$ 102,278	\$ 70,700	74.00%
FUND BALANCE RESERVES	\$ -	\$ -	\$ -	0.00%
WASTEWATER RESERVES	\$ -	\$ -	\$ -	0.00%
OTHER FEE INCOME	\$ 200	\$ -	\$ 100	0.00%
	\$ 2,795,800	\$ 1,326,640	\$ 1,363,488	102.78%

	ACTUAL FY '22/'23	CURRENT BUDGET	ACTUAL 6/30/2024	Y-T-D % SPENT
EXPENDITURES				
ADMINISTRATION	\$ 314,790	\$ 346,776	\$ 218,956	63.14%
WASTE COLLECTION & TREATMENT	\$ 540,144	\$ 976,582	\$ 378,380	38.75%
CAPITAL PROJ - REDAH/N BASIN PS	\$ (0)	\$ 3,282	\$ 222,181	0.00%
TRANSFER CAPITAL RESERVE	\$ -	\$ -	\$ -	#DIV/0!
DEBT SERVICE	\$ -	\$ -	\$ -	0.00%
	\$ 854,934	\$ 1,326,640	\$ 819,517	61.77%
Y-T-D FUND BALANCE INCREASE	\$ 1,940,866	\$ -	\$ 543,971	0.00%

GENERAL FUND INVESTMENT POSITIONS

Total Fund Balance	6/30/2023
Stabilization by State Statute	\$ 391,830
Streets - Powell Bill	\$ 5,794
Nonspendable-Prepaid Expenses	\$ -
Unassigned	\$ 5,582,234
Subtotal	\$ 5,979,858



The	Governing Board CITY COUNCIL MEMBERS
of	Primary Government Unit CITY OF LOCUST
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A

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

and	Auditor Name STRICKLAND HARDEE PLLC
	Auditor Address 236 EAST CENTER STREET, LEXINGTON, NC 27292

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/24	Date Audit Will Be Submitted to LGC 10/31/24
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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:**

STEPHANIA MORTON

FINANCE DIRECTOR

finance@locustnc.com

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	CITY OF LOCUST
Audit Fee	\$ 17,250
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$ 3,500
Writing Financial Statements	\$ 5,000
All Other Non-Attest Services	\$ 500

DPCU FEES (if applicable)

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

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* STRICKLAND HARDEE PLLC	
Authorized Firm Representative (typed or printed)* NICHOLAS WICKER	Signature* <i>Nick Wicker</i>
Date* 03/08/24	Email Address* nick@shcpa.cpa

GOVERNMENTAL UNIT

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

Chair of Audit Committee (typed or printed, or "NA")	Signature
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.

PRINT



Strickland Hardee PLLC

Certified Public Accountants

INTEGRITY MEETS TRUST

March 8, 2024

To the Members of Management and City Council Members
City of Locust
186 Ray Kennedy Drive
Locust, NC 28097

We are pleased to confirm our understanding of the services we are to provide the City of Locust for the year ended June 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City of Locust as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Locust's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Locust's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. LEO Special Separation Allowance - Schedule of Changes in Total Pension Liability
3. LEO Special Separation Allowance Schedule of Total Pension Liability as a Percentage of Covered Payroll
4. LGERS Schedule of the City's Proportionate Share of the Net Pension Liability (Asset)
5. LGERS - Schedule of the City's Contributions

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

1. Schedule of expenditures of federal and State awards.
2. Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual - General Fund
3. Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual - Capital Project Funds
4. Schedule of Ad Valorem Taxes Receivable City-Wide Levy

5. Analysis of Current Tax Levy - City-Wide

In connection with our audit of the basic financial statements, we will read the following other information included in the annual report and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1. Introductory information
2. Statistical section

We expect to be provided with the final version of all documents comprising the annual report, including other information, prior to the date of the auditor's report so that required audit procedures can be completed prior to the issuance of the auditor's report.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

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

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- 1) Management override of controls.
- 2) Improper revenue recognition due to fraud.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

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

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

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

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Locust's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City of Locust's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Locust in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

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

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that

government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

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

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

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the

Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

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

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

Engagement Administration, Fees, and Other

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

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

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

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

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

Travis Hardee is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately August 26, 2024.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed \$26,250. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor and Member of the Town Council of the City of Locust. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

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

Very truly yours,

Strickland Hardee PLLC

RESPONSE:

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

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

**NORTH CAROLINA
STANLY COUNTY**

CONTRACT UNDER \$10,000

THIS AGREEMENT, is made and entered into this ____ day of _____, 2024 by and between Stanly County, North Carolina (hereinafter referred to as “County”) party of the first part; and the City of Locust, North Carolina (hereinafter referred to as “City”), party of the second part;

W I T N E S S E T H:

WHEREAS, the County now has a Communications Equipment Technician/Coordinator on staff who is qualified and able to provide local radio/subscriber support, including operational checks, preventative maintenance, programming, servicing, and minor repairs, to the City in accordance with the terms and conditions of this Agreement.

WHEREAS, the municipalities and fire departments within the County desire to access said local radio/subscriber support services so that they can ensure properly functioning and maintained radios/subscribers.

NOW, THEREFORE, for and in consideration of the premise and other good and valuable considerations as hereinafter set forth, the City hereby contracts for the use of the local radio/subscriber support services, and the County agrees to allow the City to use its local radio/subscriber support services in accordance with the terms and conditions of this Agreement.

TERM

Beginning and ending dates of contract: January 1, 2024 through December 31, 2024. This Agreement shall automatically renew for additional one-year terms on January 1st of each year.

AMOUNT PAYABLE

Total dollar amount to be paid by City to County during the 2023-2024 fiscal year: \$3,400.00 (\$100.00 per radio/subscriber per year).

The County shall invoice the City once annually in an amount equal to \$100.00 multiplied by the number of City radios/subscribers. Payment shall be due within 15 days of City’s receipt of the invoice.

SERVICES

The County agrees to provide the Services specified in the attached RADIO SERVICE SUPPORT - SCOPE, TERMS & CONDITIONS, which is attached hereto and incorporated by reference herein as “Attachment A.”

TERMINATION

Either party may cancel this Agreement should the other party be in breach of the Agreement if, after a sufficient period of time has passed and the breaching party has been notified of such breach, the breach has not been cured by the breaching party.

Further, each party shall, upon 30 days written notice to the other party, be permitted to withdraw from and cancel this Agreement.

REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION

The City represents and warrants that it will comply with all applicable local, state, and federal laws in connection with the use, maintenance, and servicing of local devices/radios/subscribers.

To the extent permitted by applicable law, and except for claims, lawsuits, proceedings, causes of action, damages, liabilities, losses, judgments, fines, penalties, costs, and expenses (including attorneys' fees) directly caused by the County's gross negligence or willful misconduct, the City agrees to indemnify, defend and hold the County harmless from and against all claims, lawsuits, proceedings, causes of action, damages, liabilities, losses, judgments, fines, penalties, costs, and expenses (including attorneys' fees) relating to or arising out of the City's breach of the foregoing representations and warranties, or in connection with any claim or action from a third party that arises from the City's use, maintenance, or servicing of local devices/radios/subscribers.

ADDITIONAL SERVICES

If the City receives additional services from the County that are not covered pursuant to the terms of this Agreement (hereinafter referred to as "Excluded Services"), the County reserves the right to charge the City additional fees. Payment shall be due within 15 days of City's receipt of an invoice from the County.

NON-APPROPRIATION

County acknowledges that the City is a governmental entity, and this Agreement's validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the City's obligations under this Agreement, then this Agreement shall automatically expire without penalty to City thirty (30) days after written notice to County of the unavailability and non-appropriation of public funds. It is expressly agreed that the City shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in either party's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects either party's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to either party upon written notice to the other party of such limitation or change in legal authority.

ACCESS TO AND RECORD RETENTION

City agrees to maintain all records of or related to the Services set out in this Agreement and shall, upon the County's request, provide the County with, or access to, said records.

SEVERABILITY

If any provision of the Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

CONFIDENTIALITY

City may, during the course of this Agreement have access to, and acquire knowledge regarding personnel, materials, data, systems, and other information which may not be accessible or known to the general public. Any knowledge acquired by City from such materials shall not be used, published or divulged by City to any person, firm or other entity without prior written approval of the County.

FORCE MAJEURE

Neither party shall incur any liability to the other if its performance of any obligation under this Agreement is delayed or prevented by any of the following events: a change in any law, rule, regulation or ordinance; any new law, rule, regulation or ordinance; the requirements of any government or governmental entity or authority; war, riot, civil disorder or other hostilities; hurricanes, typhoons or other severe weather conditions; fire; earthquakes, floods and other natural disasters; epidemics or pandemics; damage to or destruction of a party's facilities.

If either party's performance under this Agreement is delayed or prevented by any of the events described in the paragraph above, that party will notify the other in writing of the event, of its expected effect on that party's performance, and of when that party resumes its performance under and in accordance with the terms of this Agreement. If the performance by a party of any [material] obligation under this Agreement is delayed by any of the events described in the paragraph above, then if the total of all delays so caused exceeds a period of 10 days, the other party may terminate this Agreement by giving written notice of termination to the affected party at any time prior to the affected party's notifying the other party in writing that it has resumed its performance under and in accordance with this Agreement.

NON-WAIVER

Failure of either party to exercise, or a delay in either party's exercising of, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

GOVERNING LAW

Both parties agree that this Agreement shall be governed by the laws of the State of North Carolina and any action resulting from this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Stanly County North Carolina.

ENTIRE AGREEMENT

The parties have read this Agreement and agree to be bound by all of its terms, and further agree that it constitutes the complete and exclusive statement of the Agreement between the parties unless and until modified by a writing signed by the parties. Modifications may be evidenced by facsimile or electronic (e.g., pdf) signatures of the parties to this Agreement. Additionally, both parties consent to signing this Agreement electronically, if necessary, and that if signing electronically, both parties hereby deem their respective electronic signatures equivalent to wet, original signatures.

IN WITNESS WHEREOF, the County and the City have set their hands as of the day and year first above written and state that they have read and understand the terms herein and freely and voluntarily enter into this Agreement and that without further proof or accounting thereof, it shall be deemed an original contract.

STANLY COUNTY, NORTH CAROLINA

LOCUST, NORTH CAROLINA

By _____

By _____

Date _____
1000 North 1st Street, Suite 10
Albemarle, NC 28001

Date _____
PO Box 190
Locust, NC 28097
Federal Tax ID#: 56-1179643

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

LOCUST FINANCE DIRECTOR

ATTACHMENT A

RADIO SERVICE SUPPORT - SCOPE, TERMS & CONDITIONS

A. Radio support will cover Motorola APX series radios, unless otherwise specified.

- B. Radio support will provide operational checks and analysis of equipment to determine/identify external or internal defects/faults.
- C. If faults or defects are identified and can be restored without opening the radio case, equipment will be repaired and returned.
 - a. Repairs will be made provided that parts and materials from the manufacturer are available. The radio owner will be responsible for all parts and materials costs.
- D. If internal faults or defects are identified (any issue that requires the radio to be opened for repair), additional service will be required.
 - a. The radio owner will be contacted before proceeding to determine the appropriate next steps.
 - b. The radio owner will be responsible for all parts and materials costs. Labor provided by the Stanly County Radio Shop/Communications Equipment Technician/Coordinator (hereinafter referred to as “Shop”) is covered through the annual per radio fee.
 - c. Should a radio require additional support/repair/service surpassing the capabilities of the Shop, the radio will be sent to the manufacturer depot. All associated depot costs will be the responsibility of the radio owner.
- E. The Shop will coordinate with agencies/departments to provide a yearly preventative maintenance on each radio.
 - a. Each preventative maintenance cycle will include tuning, alignment, programming, and firmware updates.
- F. Support provided excludes repairs to optional accessories, iDEN accessories, iDEN mobile microphones, non-standard mobile microphones, mobile external speakers, single and multiple unit portable chargers, batteries, mobile antennas, mobile power and antenna cables, and power supplies. Support also excludes repairs necessary due to physical damage to the equipment. The Shop will make every effort to assist and troubleshoot issues with the aforementioned equipment; however, no guarantees for repair are made.
- G. Support includes assistance with installing mobile radios. The radio owner is responsible for all needed parts and materials associated with the install.
- H. The Shop will assist and act as an intermediary with Motorola to coordinate the procurement of equipment.
- I. The Shop makes no warranty on equipment or the repair or maintenance of equipment.
- J. The Shop will coordinate with the radio owner before additional costs are incurred.
- K. A per radio fee will be assessed per contractual terms to agencies in Stanly County for yearly radio support.



City of Locust

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

Capital Project Ordinance

Be it **ORDINED** by the Governing Board of the City of Locust, North Carolina, that pursuant to section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital Project Ordinance is hereby adopted.

Section 1: The Project authorized is the North Basin Sewer Improvements to be financed by SRP-W-134-0059, SRP-W-ARP-0060, SRP-W-ARP-0212, and System Development Fees proceeds.

Section 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the board resolution, loan documents and the budget contained herein.

Section 3: The following amounts are appropriated for the project:

Construction:	\$10,487,310.63
Engineering:	\$498,983.00
Total:	<u>\$10,986,293.63</u>

Section 4: The following revenues are anticipated to be available to complete this project:

SRP-W-ARP-0060	\$800,000
SRP-W-ARP-0212	\$500,000
SRP-W-134-0059	\$9,686,293.63
Total:	<u>\$10,986,293.63</u>

Section 5: The finance officer is hereby directed to maintain within the capital project fund sufficient specific detailed accounting records to satisfy the requirements of the grantor agency, the grant agreements, and federal regulations. The terms of the bond resolution also shall be met.

Section 6: Funds may be advanced from the Wastewater Enterprise Fund for the purpose of making payments as due. Disbursement requests should be made to the grantor agency in an orderly and timely manner.

Section 7: The finance officer is directed to report, on a quarterly basis, on the financial status of each project element in section 3 and on the total grant/loan revenues received or claimed.



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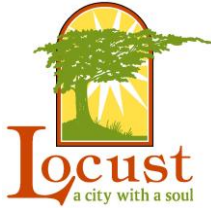
Section 8: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this board.

Section 9: Copies of this capital project ordinance shall be furnished to the clerk to the Governing Board, and to the Budget Officer and the Finance officer for direction in carrying out this project.

Duly adopted this 14 day of March 2024.

Amy Furr, City Clerk

Stephen Huber, Mayor



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

Purchase Order Requests – 3/14/2024

Purchase Order # 5228

Vendor: Howard Fertilizer & Chemical Co. Inc.

For: Turf care maintenance program - LAC

Amount: \$ 3,938.77

Charge Code: 011-005-06000-53113 Park – Turfgrass Maintenance

Remaining Budget: \$ 3,110.23

Purchase Request # 5237

Vendor: Gopher Utility Services

For: Emergency – WW Station – Electrical Main.

Amount: \$1,713.23

Charge Code: 061-005-07400-54101 WW – Other Maintenance

Remaining Budget: \$ 28,192.38

Purchase Request # 5238

Vendor: Gopher Utility Services

For: Emergency – WW Station – Main-MCVS #2 Fire Damage

Amount: \$ 6,394.22

Charge Code: 061-005-07400-54103 WW – Emergency Expense

Remaining budget will be updated once insurance proceeds are received.

Purchase Request # 5239

Vendor: Chambers Engineering, PA

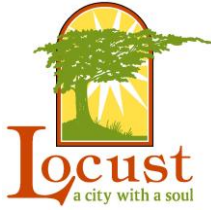
For: Inv 11766-Engineering services for Pine Bluff

Amount: \$1,172.80

Charge Code: 061-005-07400-52102 WW-Engineering Fees

Remaining Budget: \$ 4,322.84

Note: Remaining balance is after budget amendment is approved.



City of Locust
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Purchase Order Requests – 3/14/2024

Purchase Request # 5492

Vendor: Pate Masonry Supply Inc.

For: Mulch

Amount: \$1,008.00

Charge Code: 011-005-06000-55502 Parks – Grounds Maintenance

Remaining Budget: \$ 3,763.50

Purchase Request # 5253

Vendor: Chambers Engineering, PA

For: Engineering services for Nov. 2023

Amount: \$1,118.00

Charge Code: 061-005-07400-52102 WW-Engineering Fees

Remaining Budget: \$ 3,204.84

Note: Remaining balance is after budget amendment is approved.

Purchase Request # 5254

Vendor: Chambers Engineering, PA

For: Inv. 11674-Engineering services for Pine Bluff for Nov. 2023

Amount: \$3,204.40

Charge Code: 061-005-07400-52102 WW-Engineering Fees

Remaining Budget: \$ 0.44

Note: Remaining balance is after budget amendment is approved.

Purchase Request # 5255

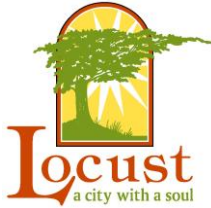
Vendor: BSN Sports

For: Two sets of soccer goals for fields

Amount: \$ 6,449.98

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

Remaining Budget: \$ 3,050.02



City of Locust
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**Requested Budget Amendments
3/14/2024**

General Fund

Revenues:

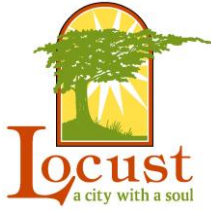
\$4,374.00 011-004-03830-03831 Interest General Fund

\$4,374.00 **Total Revenue Increase**

Expenditures:

\$1,000.00 011-005-04100-52103 Admin – Employee Wellness
\$2,874.00 011-005-04100-52106 Admin – Audit
\$500.00 011-005-04100-53107 Admin – Office Expenses
(\$6,673.00) 011-005-04300-51100 Police – Salaries & Wages
\$3,733.00 011-005-04300-51240 Police – Worker’s Compensation
\$408.00 011-005-04300-53102 Police – Office Supplies
\$1,380.00 011-005-04300-53108 Police – Equipment
\$142.00 011-005-04300-53501 Police – Training
\$1,010.00 011-005-04300-55500 Police – Capital Outlay
(\$612.00) 011-005-04400-51230 Public Works – 401K Retirement
\$612.00 011-005-04400-55500 Public Works – Capital Outlay

\$4,374.00 **Total Expenditure Increase**



City of Locust
Post Office Box 190
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Requested Budget Amendments 3/14/2024

WasteWater Fund

Revenues:

\$8,111.00 061-004-03000-03065 Interest Income

\$8,111.00 **Total Revenue Increase**

Expenditures:

\$2,541.00 061-005-07100-51240 Worker's Compensation

\$5,570.00) 061-005-07400-52102 Engineering Fees

\$8,111.00 **Total Expenditure Increase**



FEBRUARY 2024 SUMMARY

FEBRUARY 2024*

CATEGORY	AMOUNT
Total Calls Dispatched/Initiated	246
Traffic Stops Conducted	353
Business And Neighborhood Patrols	2,888
Arrest Charges Made	81
Citation Charges Issued	245
Traffic Crashes Reported	16
Total Activities Attended By LPD	3,829

***2nd Month Of New Statistical Tracking Method**

February 2024 Officer of the Month

Officer D. Caleb Whitley



- 328 Completed Patrols
- 72 Traffic Stops Conducted
- 51 Citation Charges Issued
- 39 Warnings Issued
- 5 Arrest Charges Made

“Young officer who is willing to do anything that is asked of him without any question. If Locust had 20 Calebs, we’d be in great shape as his potential is limitless.” - Locust Sgt. Brandon Stancil

Planning and Zoning

February 2024

4 New House Permits
Bluewave.

Summit,

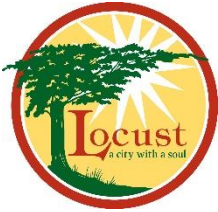
2 Remodel

1 Pool

6 New Fence Permits

Code Enforcement, Public Nuisance

5 New House Permits as of 2/29/2024



City of Locust

Post Office Box 190
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MEMORANDUM

Date: March 5, 2024
From: Cesar Correa, City Manager
To: Mayor & City Council
Subject: Zoning Amendment (Conditional) – Stanly County PIN#: 557503314511

BACKGROUND & PETITION INFORMATION

On September 25, 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). Locust City Council held a public hearing during the December 14, 2023 meeting, but postponed the rezoning vote as per the applicant's request to allow applicant additional time to obtain an easement to provide secondary access to the site as per NCDOT requirements.

The specifics of the rezoning application are as follows:

Applicant: Alan Kerley

Owner Information: Taylor Morrison

Existing Zoning: Neighborhood Residential (NR)

Proposed Zoning: City Center – Conditional (CC-C)

Permitted Uses: Single family residential town home community consisting of 86 homes as depicted in the attached site plan (Exhibit 3) The developer intends to develop *Multi-family Dwellings*, which is a conditional use in the City Center zoning district. The developer has agreed to site-specific conditions (outlined in the Memorandum of Understanding) for the development of this project.

Parcel ID Numbers: Stanly County PIN#: 5575-0331-4511

Area in Acres: The parcel is 19.55 acres according to Stanly County GIS.

Site Description: This property is located off Bell Ave.

Adjacent Land Use: Commercial, Institutional and Residential.

Surrounding Zoning: The property is surrounded by Highway Commercial to the north, Campus Business Institutional to the east, and residential to the south and east.

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 High Density Residential uses.

The property is currently zoned Neighborhood Residential. This amendment is reasonable because the proposed development is consistent with the 2014 Land Use Plan.

The property is currently assigned High Density Residential uses in the 2014 Land Use Plan. As per the 2014 Land Use Plan of High Density Residential: “Residential neighborhoods and areas that feature smaller lots up to ½ acre in size. These areas are often located in close proximity to commercial areas and major thoroughfares and can contain scattered multi-family residential complexes or units. These areas are generally infrastructure intensive”.

SITE SPECIFIC CONDITIONS

Applicant agrees to provide the following:

1. Lot density and tree preservation as depicted in the Site Plan.
2. Site-specific conditions outlined in Memorandum of Agreement.
3. Off-site traffic improvements as determined by City of Locust and NCDOT as depicted in the Site Plan.

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 October 26, 2023, the Locust Planning & Zoning Board reviewed the zoning amendment petition and voted to recommend **approval** of the proposed City Center – Conditional (CC-C) zoning designation. The Planning & Zoning Board recommended exploring a secondary connection to Oakdale Drive.

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 City Center – Conditional (CC-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

Date: September 15, 2023

Applicant Name: Alan Kerley

Company Name (if applicable) Taylor Morrison

Address: 11405 N Community House Road, Suite 150, Charlotte, NC 28277

Phone Number: 704-971-8854

Address of Property Change: 105 Bell Avenue

Present Zoning District: NR

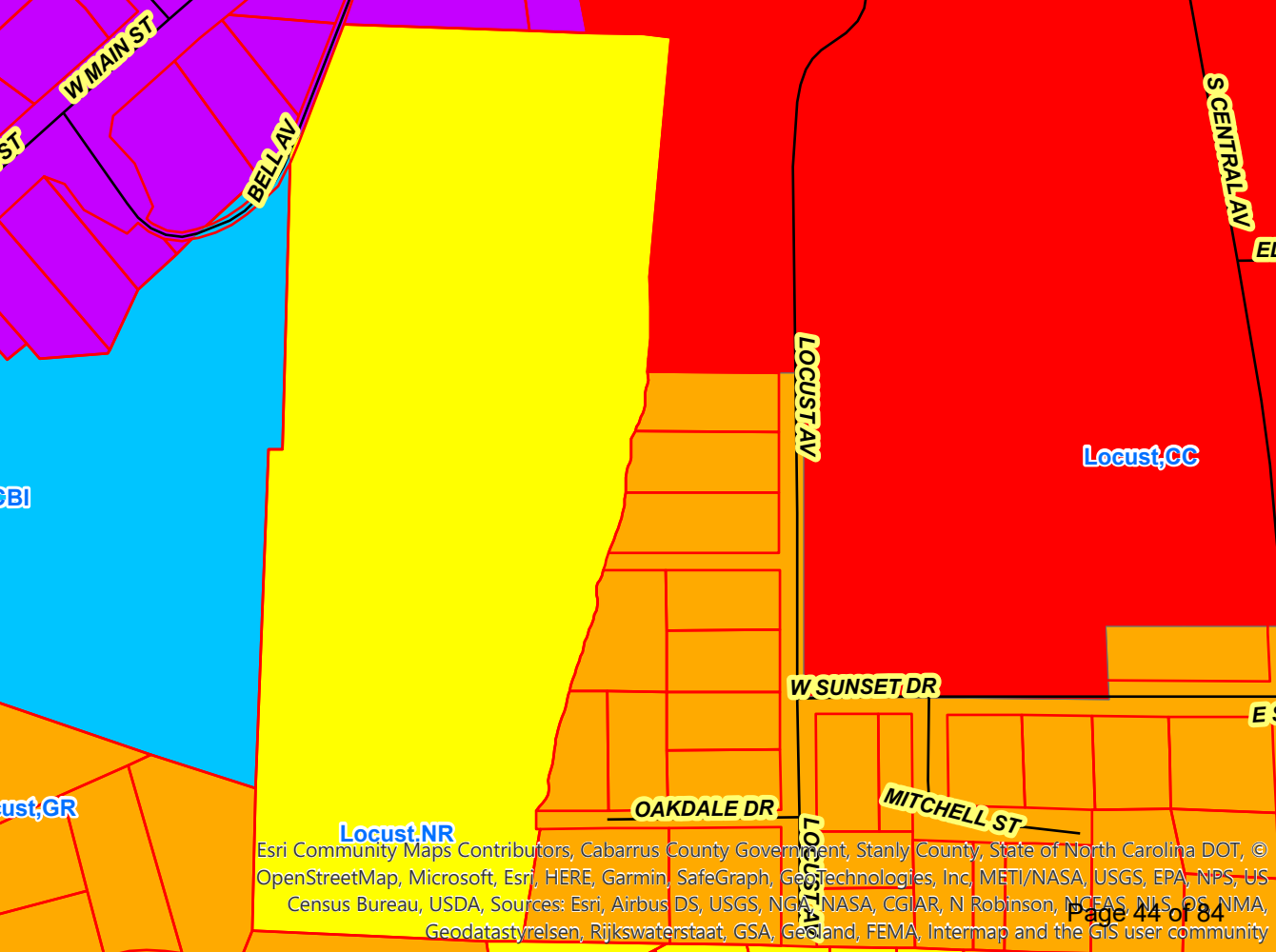
Requested Zoning District: City Center Conditional (CC-C)

Applicant Signature: 

Property owner Joinder Agreement attached

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 signage "monument and building"
- (6) A fee of \$500 (non-refundable) must accompany this application.

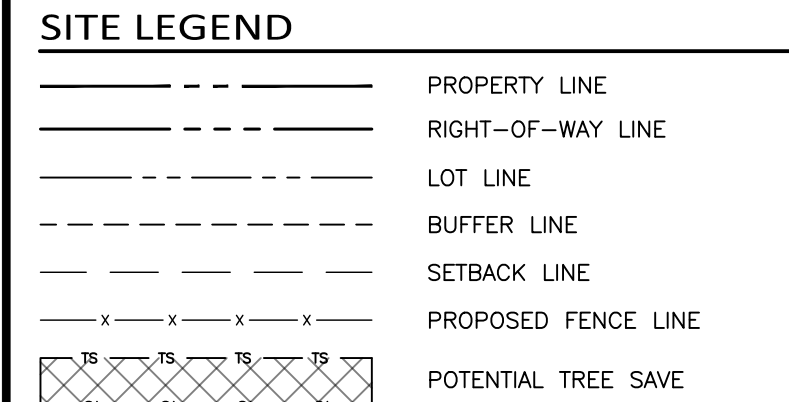
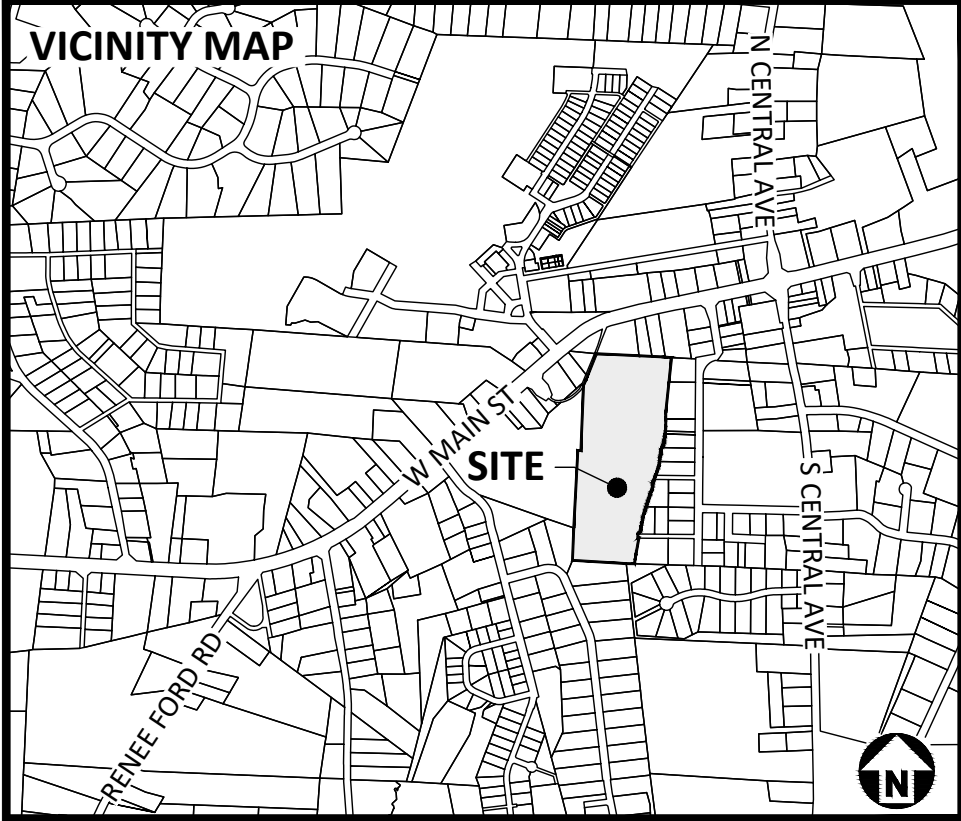


SITE DATA TABLE

Total Site Area	+/- 19.55 acres
Parcel ID	557503314511
Existing Zoning	NR
Proposed Zoning	TBD
Proposed Use	Townhomes
24'x60' Townhome (rear loaded)	86 units
Density	4.40 units/acres
Urban Open Space	
Provided	+/- 1.39 acres
Conservation Open Space	
Provided	+/- 5.76 acres
Total Open Space	+/- 7.32 acres
Tree Save	
Provided	+/- 3.94 acres
Stormwater Detention	+/- 0.57 acres



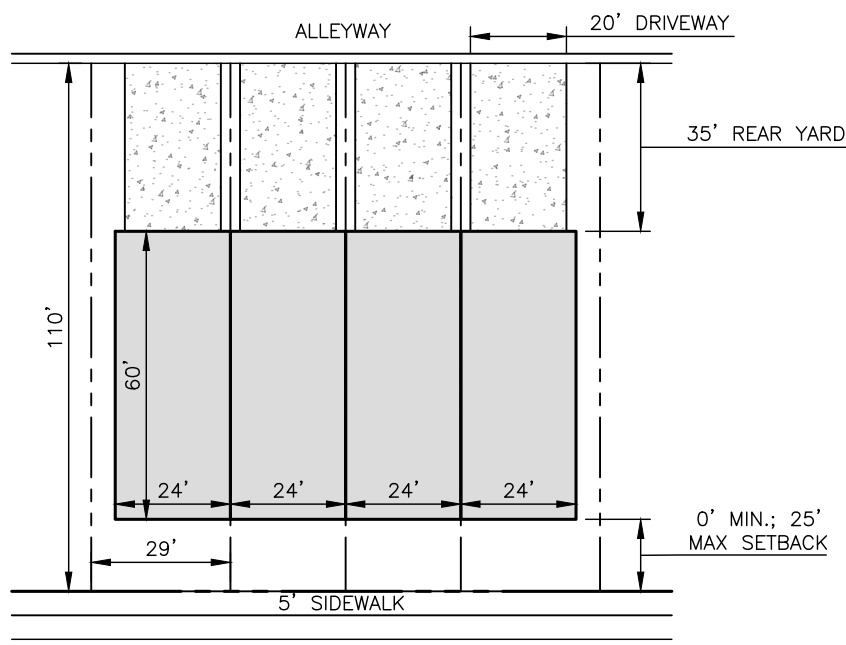
BELL AVENUE TOWNS RENDERING
LOCUST, NORTH CAROLINA



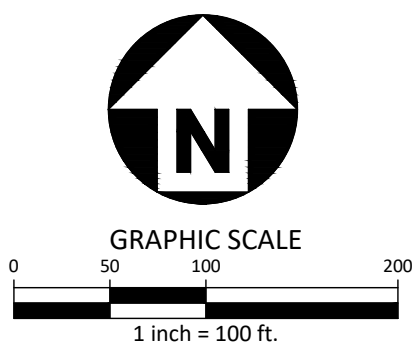
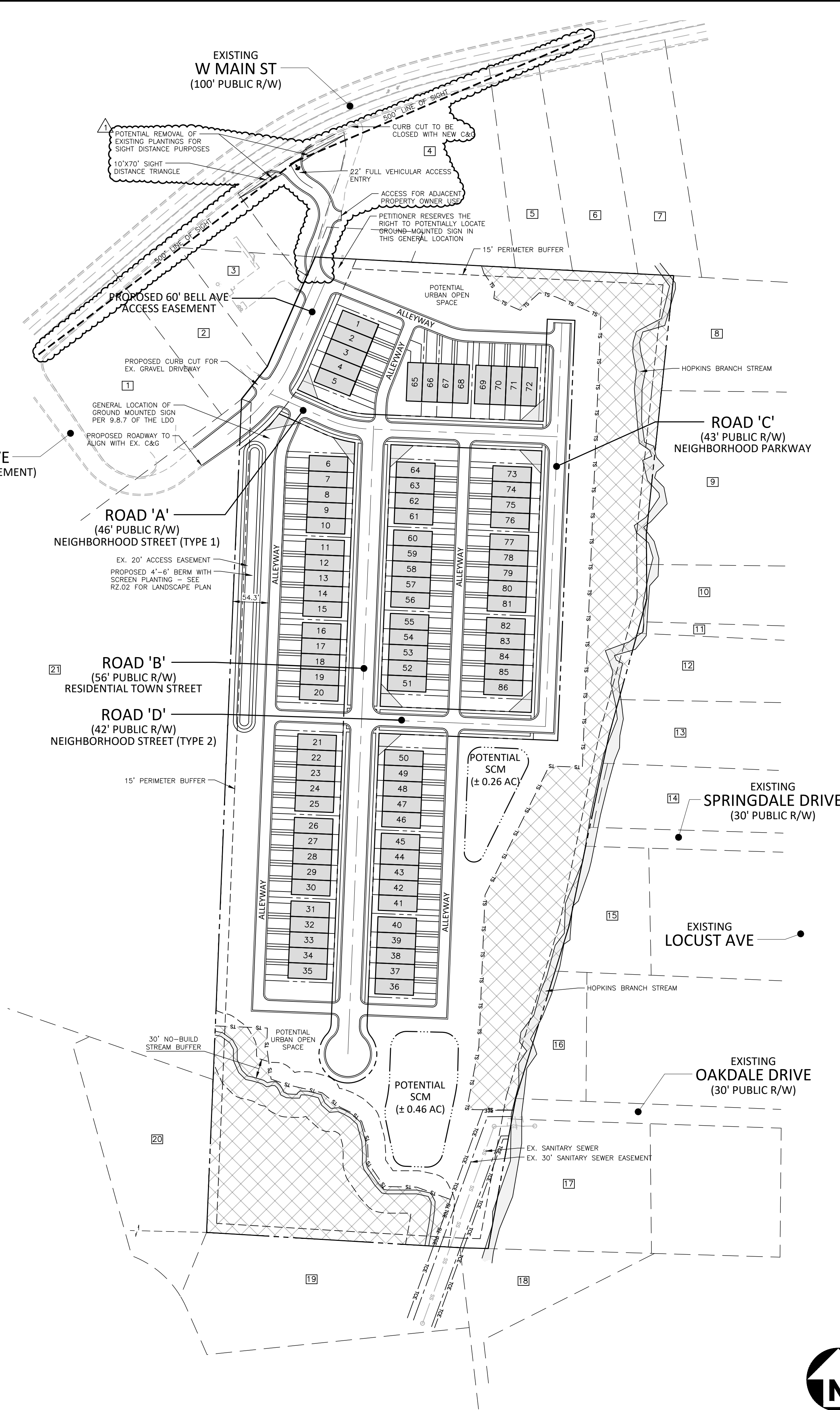
SITE DATA	
PREPARED BY: MCADAMS 2100 SOUTH TRYON STREET, SUITE 400 CHARLOTTE, NC 28203	
PID:	557503314511
EXISTING ZONING:	LOCUST - NR
PROPOSED ZONING:	CITY CENTER - CONDITIONAL (CC-C)
TOTAL DEVELOPMENT:	
SITE AREA:	± 19.77 AC
UNIT COUNT:	86 UNITS
DENSITY:	4.40 UNITS/AC
OPEN SPACE:	
POTENTIAL URBAN OPEN SPACE PROVIDED:	± 1.42 AC
CONSERVATION OPEN SPACE PROVIDED:	± 7.05 AC
TOTAL OPEN SPACE PROVIDED:	± 8.47 AC
TREE SAVE:	
TREE SAVE PROVIDED:	± 4.66 AC
POTENTIAL STORMWATER DETENTION:	± 0.72 AC

ADJACENT PROPERTY OWNERS			
PARCEL	DEED	OWNER	ZONING
1	557503219859	1567-302 OREILLY AUTOMOTIVE STORES INC	HC
2	557503321033	1730-355 MICHELE DEETER BROWNE	HC
3	557503322009	373-57 RITCHIE HARDWARE COMPANY	HC
4	557503324275	259-459 SOUTHERN BELL TELEPHONE	HC
5	557503326228	1483-26 GARY J DEECK & NANCY L DEECK	HC
6	557503327219	1809-301 JWCP PROPERTIES LLC	CC
7	557503328340	517-754 FIRST UNION NATIONAL BANK OF NC	CC
8	557503329043	1790-169 MOONING LEAF LFL	CC
9	557503318797	1607-235 CBT COMMERCIAL ENTERPRISES LLC	CC
10	557503319601	850-993 EFRID & CO LLC	CC
11	557503318566	1720-579 JAMIAN JAMES THOMAS SMITH & AMANDA CARRICK SMITH	CC
12	557503318489	1720-579 JAMIAN JAMES THOMAS SMITH & AMANDA CARRICK SMITH	GR
13	557503318480	1578-327 NORMAN W EUDY ET AL	GR
14	557503318289	342-574 NANCY B HUNEYCUTT	GR
15	557503317151	646-641 TONYA C CHAMBERS	GR
16	557503306980	1782-205 CAROLINAS FINEST PROPERTIES LLC	GR
17	557503307760	225-73 LARRY STEPHEN ALMOND	GR
18	557503400375	1649-316 WHITNEY OWNERS ASSOCIATION INC	NR
19	557503302476	1673-1063 BETTY JEAN WHITTINGTON & JEFFREY WAYNE WHITTINGTON	GR
20	557503300743	1054-284 GARY J PINTEA & KATHERINE E PINTEA	GR
21	557503216376	389-812 LOCUST PRESBYTERIAN CHURCH	CBI

NOTE: PROPERTY INFORMATION BASED ON STANLY COUNTY GIS



TYPICAL LOT DIMENSIONS
NTS



PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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CLIENT
MR. ALAN KERLEY
TAYLOR MORRISON
11405 N COMMUNITY HOUSE ROAD
SUITE 150
CHARLOTTE, NORTH CAROLINA 28277



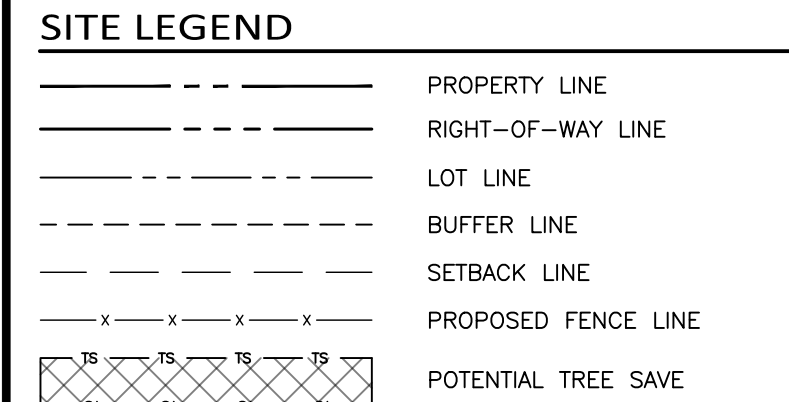
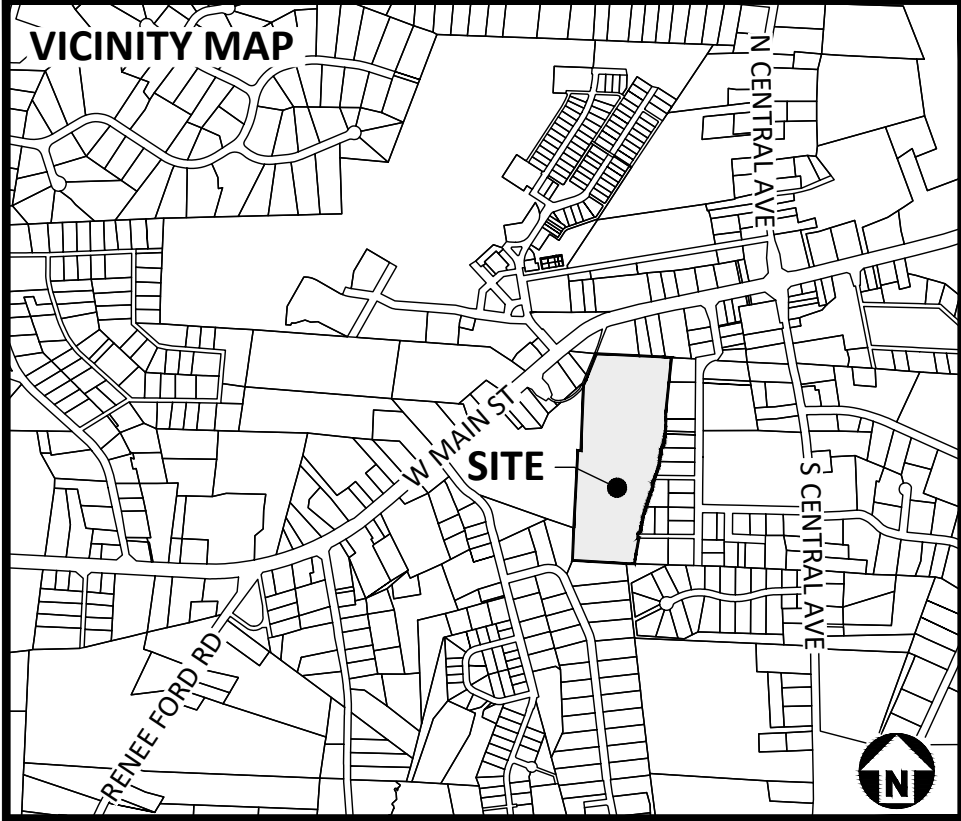
BELL AVENUE TOWNS
REZONING PLAN
BELL AVENUE
LOCUST, NORTH CAROLINA 28097

REVISIONS		
NO.	DATE	PRE CITY COMMENTS
1	03.05.2024	

PLAN INFORMATION	
PROJECT NO.	TMH23014
FILENAME	TMH23014-R21
CHECKED BY	EM
DRAWN BY	JDS
SCALE	1" = 100'
DATE	03.04.2024

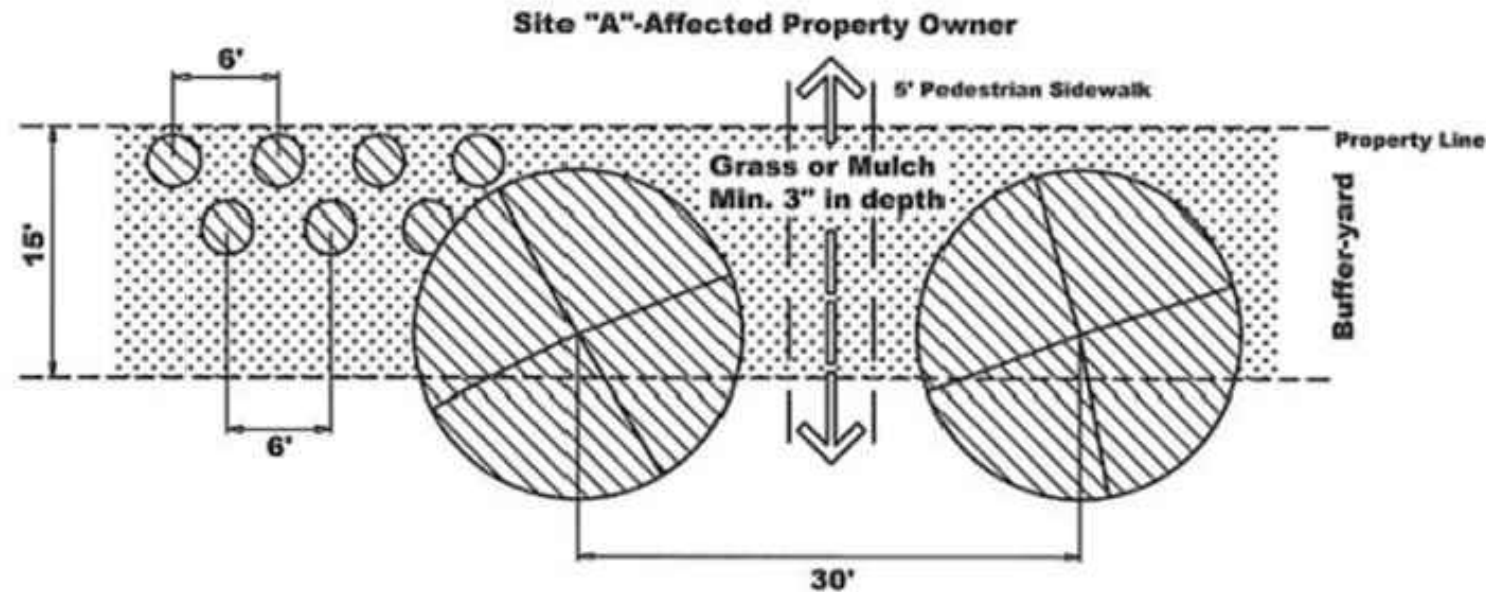
REZONING PLAN

RZ.01



SITE DATA	
PREPARED BY: MCADAMS 2100 SOUTH TRYON STREET, SUITE 400 CHARLOTTE, NC 28203	
PID:	557503314511
EXISTING ZONING:	LOCUST - NR
PROPOSED ZONING:	CITY CENTER - CONDITIONAL (CC-C)
TOTAL DEVELOPMENT	
SITE AREA:	± 19.77 AC
UNIT COUNT:	86 UNITS
DENSITY:	4.40 UNITS/AC
OPEN SPACE	
POTENTIAL URBAN OPEN SPACE PROVIDED:	± 1.42 AC
CONSERVATION OPEN SPACE PROVIDED:	± 7.05 AC
TOTAL OPEN SPACE PROVIDED:	± 8.47 AC
TREE SAVE	
TREE SAVE PROVIDED:	± 4.66 AC
POTENTIAL STORMWATER DETENTION:	± 0.72 AC

- LANDSCAPE PLAN NOTES:
- LANDSCAPE PLAN IS FOR REZONING PURPOSES ONLY. THIS PLAN DOES NOT SHOW FINAL LOCATIONS OR QUANTITIES OF PLANTINGS.
 - FINAL LOCATIONS OF PLANTINGS WILL BE BASED ON FUTURE UTILITY LOCATIONS AND GRADING PURPOSES DURING THE CD PHASE.
 - ALL STREET TREES SHALL BE DECIDUOUS SPECIES.
 - STREET TREES WILL CONSIST OF AT LEAST TWO DIFFERENT SPECIES THROUGHOUT THE SITE.
 - 4'-6" LANDSCAPE BERM TO BE PROVIDED ALONG WESTERN PROPERTY LINE TO PROVIDE A SCREENED BUFFER FROM PROPOSED STRUCTURES AND ALLEYWAY.
 - ALL BERM PLANTING TO BE EVERGREEN SPECIES.
 - 15' PERIMETER BUFFER TO BE PROVIDED PER SECTION 6.4 OR THE UDO WHERE EXISTING VEGETATION IS NOT PRESENT AND PRESERVED. FINAL LOCATION OF REQUIRED PLANTING TBD DURING CD PHASE.



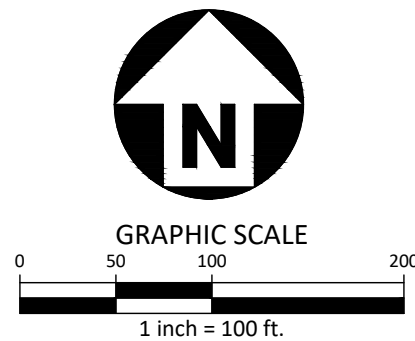
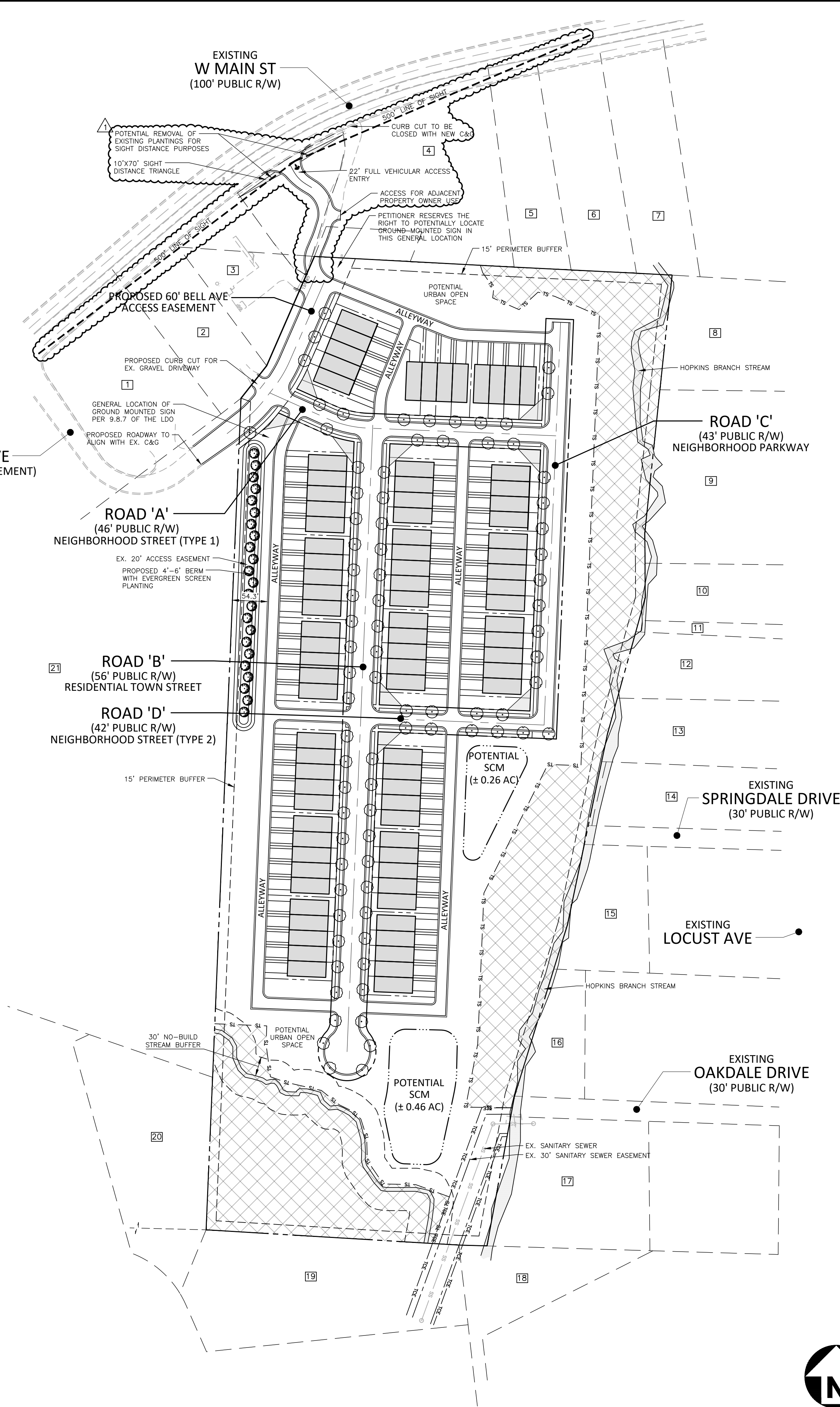
Site "B"-Site Being Developed

Plantings will consist of evergreen shrubs, 6' on center, double staggered rows, and canopy trees planted 30' on center.

BUFFER YARD EXAMPLE (PER SECTION 6.4 OF UDO)
NOT TO SCALE

PARCEL	DEED	OWNER	ZONING
1	557503219859	1567-302 OREILLY AUTOMOTIVE STORES INC	HC
2	557503321033	1730-355 MICHELE DEETER BROWNE	HC
3	557503322009	373-57 RITCHIE HARDWARE COMPANY	HC
4	557503324275	259-459 SOUTHERN BELL TELEPHONE	HC
5	557503326228	1483-26 GARY J DEECK & NANCY L DEECK	HC
6	557503327219	1809-301 JWCP PROPERTIES LLC	CC
7	557503328340	517-754 FIRST UNION NATIONAL BANK OF NC	CC
8	557503329043	1790-169 MOONING LEAF LFL	CC
9	557503318797	1607-235 CBT COMMERCIAL ENTERPRISES LLC	CC
10	557503319601	850-993 EFRID & CO LLC	CC
11	557503318566	1720-579 JAMIAN JAMES THOMAS SMITH & AMANDA CARRICK SMITH	CC
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19	557503302476	1673-1063 BETTY JEAN WHITTINGTON & JEFFREY WAYNE WHITTINGTON	GR
20	557503300743	1054-284 GARY J PINTEA & KATHERINE E PINTEA	GR
21	557503216376	389-812 LOCUST PRESBYTERIAN CHURCH	CBI

NOTE: PROPERTY INFORMATION BASED ON STANLY COUNTY GIS



PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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CHARLOTTE, NORTH CAROLINA 28277

taylor morrison.

BELL AVENUE TOWNS
REZONING PLAN
BELL AVENUE
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REVISIONS		
NO.	DATE	PRE CITY COMMENTS
1	03.05.2024	

PLAN INFORMATION	
PROJECT NO.	TMH23014
FILENAME	TMH23014-RZ1
CHECKED BY	EM
DRAWN BY	JDS
SCALE	1" = 100'
DATE	03.04.2024

SHEET
REZONING -
LANDSCAPE PLAN
RZ.02

I:\Projects\TMH\TMH23014\04-Production\Engineering\Rezoning\TMH23014-RZ1.dwg, 3/6/2024 9:39:21 AM, Drew Singleton

Development Standards

Site Development Data:

Acreage: ± 19.77
Tax Parcel #: 557503314511
Existing Zoning: Neighborhood Residential (NR)
Proposed Zoning: City Center - Conditional (CC-C)
Existing Uses: Residential/Vacant
Proposed Uses: Up to 86 single-family attached dwellings together with accessory uses, as permitted per CC zoning
Maximum Building Height: Per 3.6.5 of the Ordinance

1. General Provisions:

- a. **Site Location.** These Development Standards form a part of the Rezoning Plan associated with the Rezoning Petition filed by Taylor Morrison (“Petitioner”) to accommodate the development of a residential community on approximately 19.77 acre site generally located east of Bell Avenue and west of the Springdale Drive stub street (the “Site”).
- b. **Zoning Districts/Ordinance.** Development of the Site will be governed by the Rezoning Plan as well as the applicable provisions of the City of Locust Land Development Ordinances in existence as of the date of approval of the Rezoning (the “Ordinance”). Unless the Rezoning Plan establishes more stringent standards the regulations established under the Ordinance for the CC zoning classification shall govern.
- c. **Graphics and Alterations.** The schematic depictions of the uses, public street rights-of-way, streets and other development matters and site elements (collectively the “Development/Site Elements”) set forth on the Rezoning Plan should be reviewed in conjunction with the provisions of these Development Standards. The layout, locations, sizes and formulations of the Development/Site Elements depicted on the Rezoning Plan are graphic representations of the Development/Site elements proposed. Changes to the Rezoning Plan not anticipated by the Rezoning Plan will be reviewed and approved as allowed by Section 1.7 of the Ordinance.

Since the project has not undergone the design development and construction phases, it is intended that this Rezoning Plan provide for flexibility in allowing some alterations or modifications from the graphic representations of the Development/Site Elements. Therefore, there may be instances where minor modifications will be allowed without requiring the Amendment Process per Section 1.7 Ordinance. These instances would include changes to graphics if they are minor and do not materially change the overall design intent depicted on the Rezoning Plan.

The Zoning + Planning Director will determine if such minor modifications are allowed per this amended process, and if it is determined that the alteration does not meet the criteria described above, the Petitioner shall then follow process per Section 1.7 of the Ordinance; in each instance, however, subject to the Petitioner's appeal rights set forth in the Ordinance.

- d. **Number of Buildings Principal and Accessory.** The total number of principal residential attached dwellings to be developed on the Site shall not exceed 86. Accessory buildings and structures located on the Site shall not be considered in any limitation on the number of buildings on the Site. Accessory buildings and structures will be constructed utilizing similar building materials, colors, architectural elements and designs as the principal buildings located on the Site.

2. Permitted Uses & Development Area Limitation:

- a. The Site may be developed with up to 86 single-family attached residential dwellings together with accessory uses allowed in the CC zoning district as generally depicted on the Rezoning Plan.
3. **Access and Transportation Improvements:**
- a. Access to the Site shall be from Bell Avenue and the proposed public streets as generally depicted on the Rezoning Plan. The placement and configuration of the access points are subject to any minor modifications required by City of Locust in accordance with applicable published standards.
- b. The alignment of the internal vehicular circulation and driveways may be modified by the Petitioner to accommodate changes in traffic patterns, parking layouts and any adjustments required for approval by City of Locust in accordance with applicable published standards.
- c. All on-site right-of-way dedication will be completed as required by Article 4 of the Ordinance.

- d. Petitioner will record a 60' Access Easement for the continuation of Bell Avenue and improvement of the existing driveway along the Site frontage as depicted on the Rezoning Plan. During the Construction Design phase for the Site, Petitioner will coordinate with City staff for the final design of the Bell Avenue improvements.
- e. Per coordination with NCDOT and City staff, a secondary and full vehicular access point connecting W Main Street to Bell Avenue, through Parcel Identification Number 55703322230, will be provided as depicted on the Rezoning Plan. During the Construction Design phase for the Site, Petitioner will coordinate with NCDOT and City staff for the final design of the W Main Street to Bell Avenue connection.

4. Open Space + Tree Save:

- a. Urban open space areas may include, but not limited to, play areas and/or equipment, hardscape, gathering areas, seating opportunities, landscaping, natural paths, and/or other similar features. Petitioner to coordinate final programming during the Construction Design phase for the Site.
- b. Urban and conservation area open spaces and tree save areas and locations are generally depicted on the Rezoning Plan. Final sizes of these areas will be determined during the Construction Design phase for the site.
- c. A 4' to 6' berm with evergreen landscaping is proposed along the west side of the site, adjacent to the Locust Presbyterian Church, in the area of the church property void of existing landscaping.

- d. Petitioner to provide neighborhood identification ground signage along Bell Avenue as depicted on the Rezoning Plan.

5. General Design Guidelines:

- a. The building materials used on the principal buildings constructed on Site may be a combination of portions of the following: brick, stone, precast stone, precast concrete, synthetic stone, cementitious fiber board (vertical and horizontal), stucco, EIFS, decorative block, and/or wood. Painted metal may be used for architectural elements such as door and/or window overhangs.
- b. Pitched roofs, if provided, shall be symmetrically sloped no less than 4:12, except that roofs for porches and attached sheds may be no less than 2:12.
- c. The single-family attached elevations are provided as part of the Rezoning Plan. Exterior building materials, colors, and architectural elements may vary based on Petitioner's marketing for the Site. During the Construction Design phase for the Site, the Petitioner reserves the right to provide buildings with 3, 4, 5, or 6 attached single-family dwellings per the attached elevations.

6. Environmental Features:

- a. The Site will comply with adopted City of Locust Stormwater System Requirements. The location, size and type of storm water management systems depicted on the Rezoning Plan are subject to review and approval as part of the full development plan submittal and are not implicitly approved with this rezoning. Adjustments may be necessary in order to accommodate actual storm water treatment requirements and natural site discharge

points.

7. Lighting:

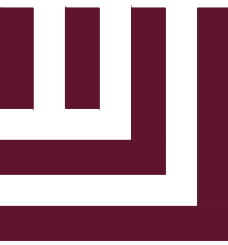
- a. All new lighting shall meet City of Locust Development Standards.

8. Amendments to the Rezoning Plan:

- a. Future amendments to the Rezoning Plan (which includes these Development Standards) may be applied for by the then Owner or Owners of the applicable Development Area portion of the Site affected by such amendment in accordance with the provisions of Section 1.7 of the Ordinance.

9. Binding Effect of the Rezoning Application:

- a. If this Rezoning Petition is approved, all conditions applicable to the development of the Site imposed under the Rezoning Plan will, unless amended in the manner provided under the Ordinance, be binding upon and inure to the benefit of the Petitioner and subsequent owners of the Site and their respective heirs, devisees, personal representatives, successors in interest or assigns.



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CLIENT

MR. ALAN KERLEY
TAYLOR MORRISON
11405 N COMMUNITY HOUSE ROAD
SUITE 150
CHARLOTTE, NORTH CAROLINA 28277



BELL AVENUE TOWNS
REZONING PLAN
BELL AVENUE
LOCUST, NORTH CAROLINA 28097

REVISIONS

NO.	DATE	
1	03. 05. 2024	PRE CITY COMMENTS

PLAN INFORMATION

PROJECT NO.	TMH23014
FILENAME	TMH23014-RZ1
CHECKED BY	EM
DRAWN BY	JDS
SCALE	
DATE	03. 04. 2024

SHEET

REZONING NOTES

RZ.03

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Left Elevation



Front Elevation



Rear Elevation



Right Elevation

6 - Unit



Left Elevation



Front Elevation



Rear Elevation



Right Elevation

4 - Unit



Left Elevation



Front Elevation



Rear Elevation



Right Elevation

5 - Unit



Left Elevation



Front Elevation

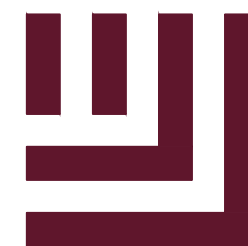


Rear Elevation



Right Elevation

3 - Unit



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SUITE 150
CHARLOTTE, NORTH CAROLINA 28277



BELL AVENUE TOWNS
REZONING PLAN
BELL AVENUE
LOCUST, NORTH CAROLINA 28097

REVISIONS

NO.	DATE	PRE CITY COMMENTS
1	03. 05. 2024	

PLAN INFORMATION

PROJECT NO.	TMH23014
FILENAME	TMH23014-RZ1
CHECKED BY	EM
DRAWN BY	JDS
SCALE	
DATE	03. 04. 2024

SHEET

BUILDING ELEVATIONS

RZ.04

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION



City of Locust

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

MEMORANDUM

Date: March 6, 2024
From: Cesar Correa, City Manager
To: Mayor & City Council
Subject: Zoning Amendment (Conditional) – Kolter Homes

BACKGROUND & PETITION INFORMATION

On November 21, 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). Locust City Council held a public hearing during the January 11, 2024 meeting, but postponed the rezoning vote as per the applicant's request to allow applicant additional time finalize water utility and transportation requirements for the project.

The specifics of the rezoning application are as follows:

Applicant: Cresswind at Rocky River

Owner Information: Kolter Group Acquisitions LLC

Existing Zoning: Open Space (OPS)

Proposed Zoning: Open Space - Conditional (OPS-C)

Permitted Uses: Age restricted (55+), active retirement community consisting of 1,123 units as depicted in the attached site plan (Exhibit 3) The developer has agreed to site-specific conditions (outlined in the Memorandum of Understanding) for the development of this project.

Parcel ID Numbers: Stanly County PINs#: 5576-0491-0852, 5576-0482-8727, 5576-0471-5582 (only 8.27 acres of this parcel), 5576-0494-3737, 5586-0302-3332, 5586-0303-7868, 5586-0303-2576, 5586-0304-4056, 5576-0286-3292, 5576-0481-7397, and 5576-0482-7518

Area in Acres: The parcels total 516.5 acres according to Stanly County GIS.

Site Description: This property is located off Bethel Church Road, Mission Church Road, and Coley Store Road.

Adjacent Land Use: Institutional and Residential.

Surrounding Zoning: The property is surrounded by residential districts (Open Space and General Residential) on all sides except northwest where a small CBI (Campus Business Institutional) zoning is located for Architectural Casting.

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 Low and Medium Density Residential uses.

The 2014 Land Use Plan defines Low Density Residential and Medium Density Residential as follows:

- Low Density Residential: Residential neighborhoods and areas that feature lots in excess of $\frac{3}{4}$ acre. These areas require less infrastructure (curb and gutter, sidewalks, public water and sewer, etc.), maximize the preservation of open space, and are characterized by larger lots in established neighborhoods or residential areas.
- Medium Density Residential: Residential neighborhoods and areas that feature lots sized from $\frac{1}{2}$ acre up to $\frac{3}{4}$ acre. These areas often feature traditional neighborhood development and can contain scattered multi-family residential complexes or units. These areas require more infrastructure.

The property is currently zoned Open Space (OPS), with nearly half of the parcel already incorporated in Locust city limits. The remaining portion of the parcel submitted voluntary annexation on November 21, 2023. Locust City Council adopted ordinances to extend the corporate limits of the City of Locust on February 8, 2024. The annexations become effective June 30, 2024. At such date, the entire property seeking conditional rezoning will be inside the incorporated city limits of the City of Locust.

The proposed development is inconsistent with the 2014 Land Use Plan. However, the amendment is reasonable because the proposed development is expected to generate sustainable residential development, without an impact to the Stanly County School System, and a significant impact to the local economy.

Should Locust City Council approve this conditional rezoning, the Land Use Plan will also have to be amended to reflect High Density Residential for the parcels seeking conditional rezoning.

SITE SPECIFIC CONDITIONS

Applicant agrees to provide the following:

1. Age restricted (55+), active retirement community. No full-time residents under the age of 18.
2. Site-specific conditions outlined in Memorandum of Agreement.
3. Off-site traffic improvements as determined by City of Locust and NCDOT.

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 November 28, 2023, the Locust Planning & Zoning Board reviewed the zoning amendment petition and voted to recommend **approval** of the proposed Open Space – Conditional (OPS-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 Open Space – Conditional (CC-C) with the associated site plan, proposed elevations, and site-specific conditions to be inconsistent with the 2014 Land Use Plan; and to amend the 2014 Land Use Plan to reflect these parcels as High Density Residential.



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

Application for Conditional Zoning Change

Date: November 21, 2023

Applicant Name: _____

Company Name (if applicable): Kolter Group Acquisitions LLC

Address: 8913 Silver Springs Ct, Charlotte, NC 28215

Phone Number: (704) 575 - 9310

Address of Property Change: Bethel Church Rd, Coley Store Rd, Mission Church Rd

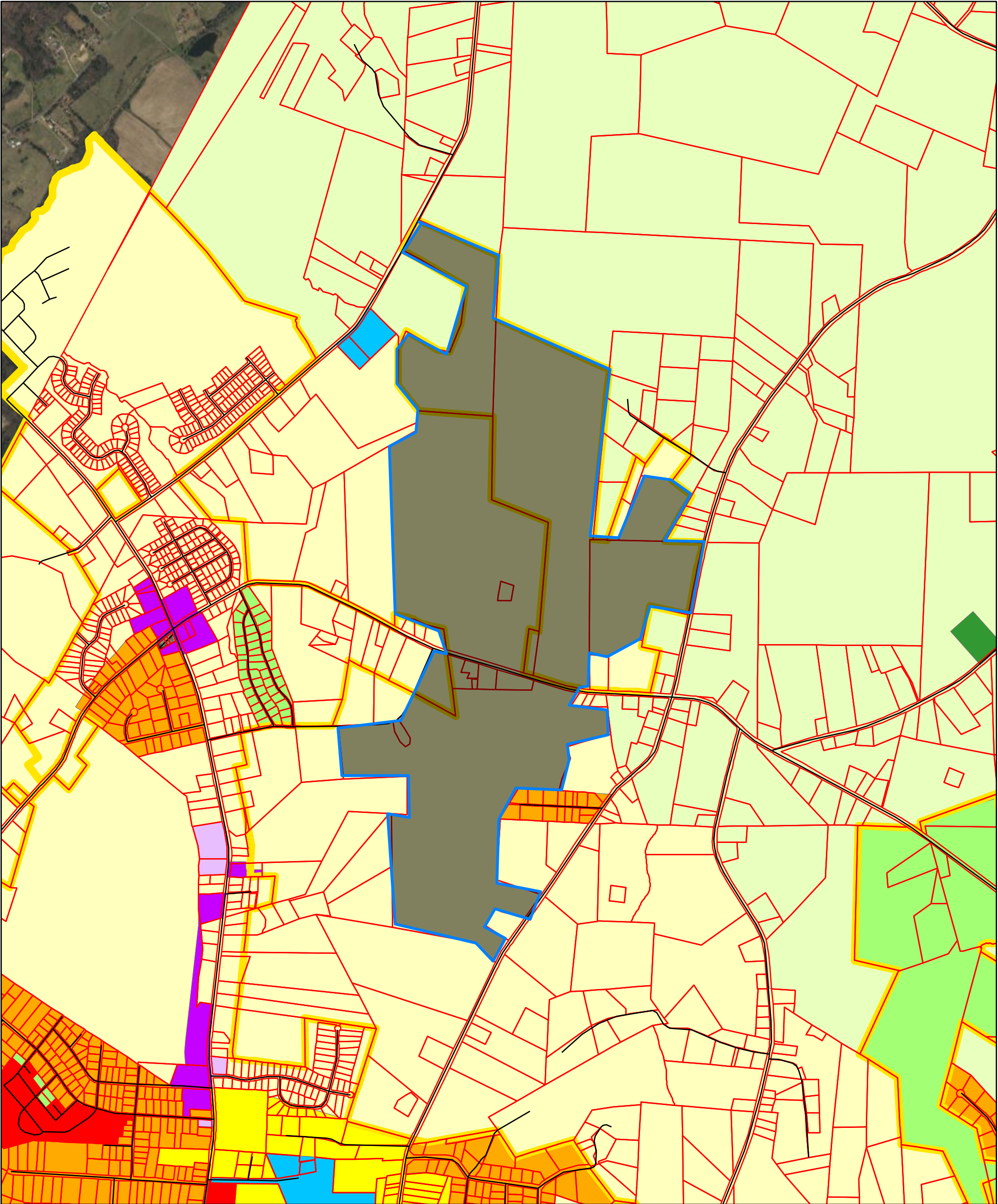
Present Zoning District: Stanly County Open Space District

Requested Zoning District: OPS Conditional – Open Space Conditional (Locust)

Applicant Signature: Emily Powell Emily Powell
2023.11.21 08:34:17 -05'00'

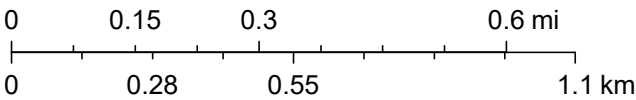
The following information is required with the application:

- (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 signage “monument and building “
- (6) A fee of \$500 (non- refundable) must accompany this application.

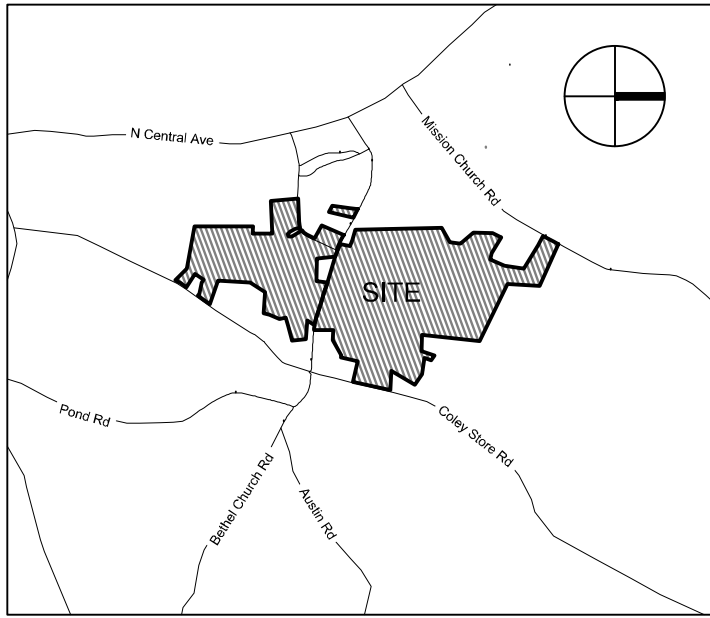


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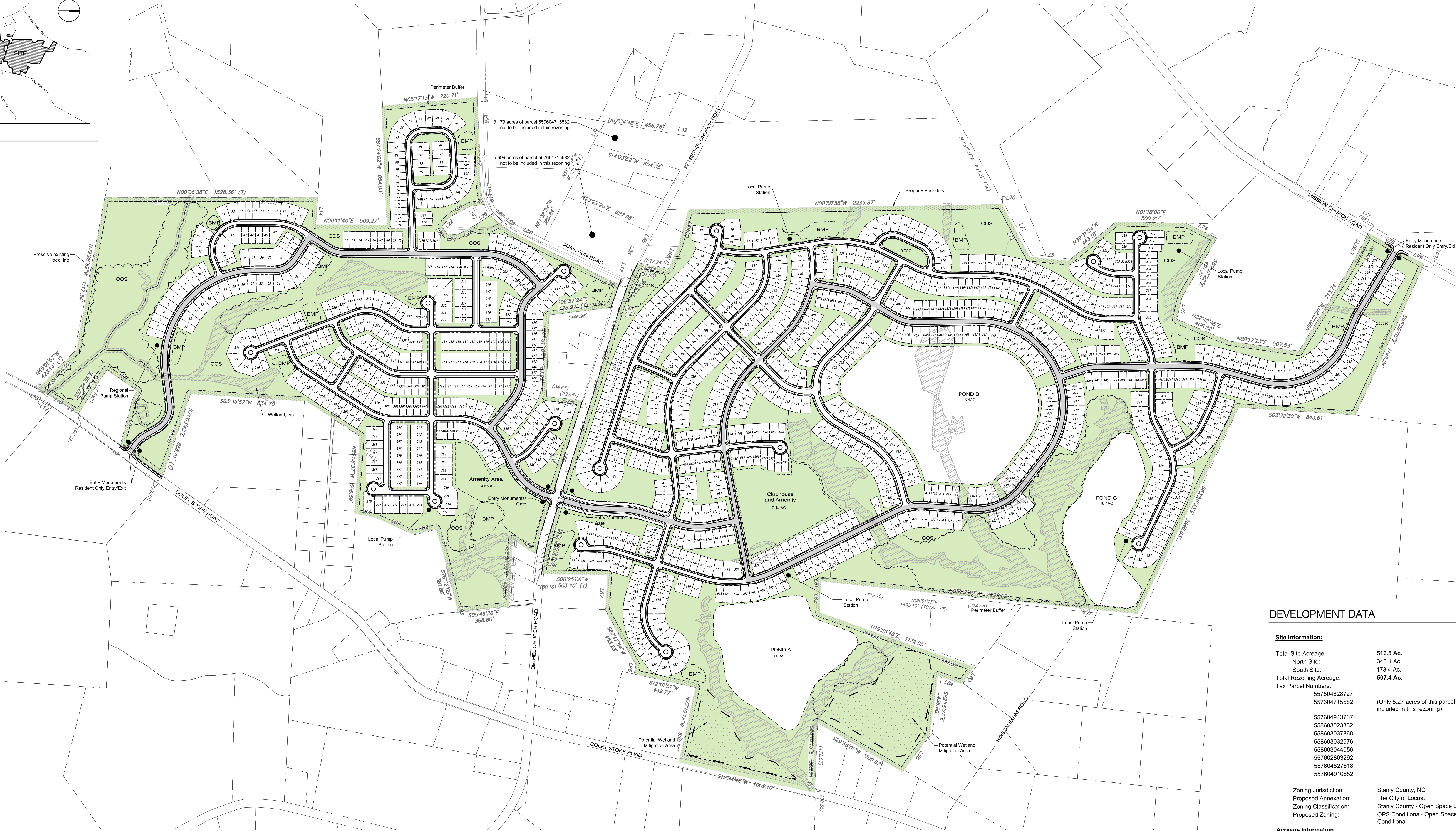
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Esri, NASA, NGA, USGS, FEMA, Esri Community Maps Contributors, Cabarrus County Government, State of North Carolina DOT, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS



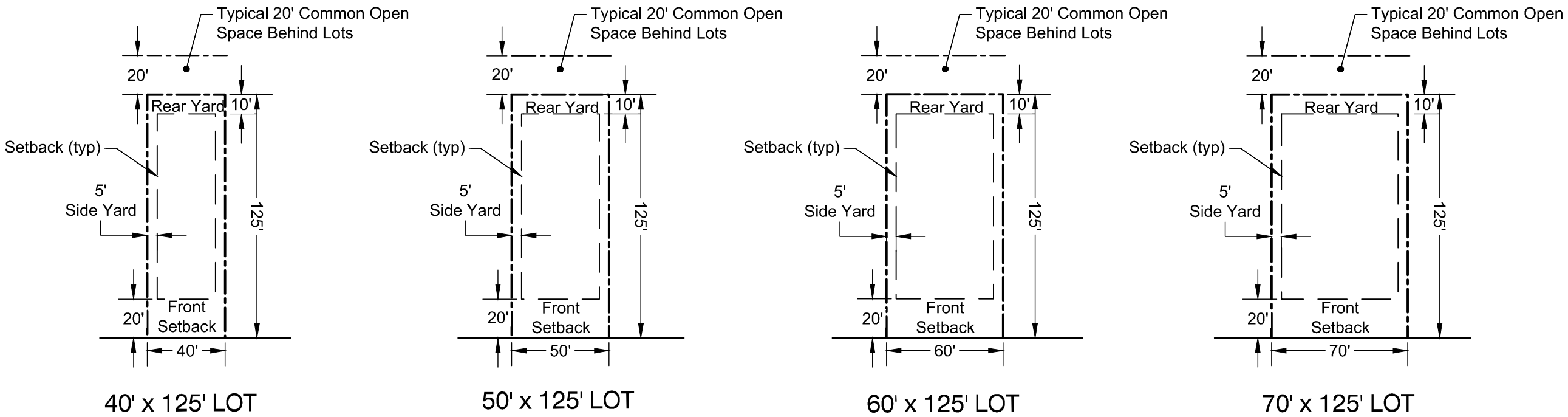
Vicinity Map



DEVELOPMENT DATA

Site Information:	
Total Site Acreage:	516.5 Ac.
North Site:	343.1 Ac.
South Site:	173.4 Ac.
Total Rezoning Acreage:	507.4 Ac.
Tax Parcel Numbers:	
557604828727	(Only 8.27 acres of this parcel to be included in this rezoning)
557604715582	
557604943737	
558603023332	
558603037868	
558603032576	
558603044056	
557602863292	
557604827518	
557604910852	
Zoning Jurisdiction:	Stanly County, NC
Proposed Annexation:	The City of Locust
Zoning Classification:	Stanly County - Open Space District
Proposed Zoning:	OPS Conditional- Open Space Conditional

LEGEND	
	PROPERTY LINE
	30' PERIMETER BUFFER
	COMMON OPEN SPACE
	TREE SAVE
	POTENTIAL WETLAND MITIGATION AREA
	PROPOSED BMP
	SURVEY WETLAND TYP.
	15' WETLAND BUFFER
	LOT BOUNDARY
	RESIDENTIAL COLLECTOR



TYPICAL LOT DIMENSIONS



NC ENGINEERING FIRM # 5003
CHARLOTTE, NC 28204
PHONE: 704.528.0000
FAX: 704.528.0001
WWW.MERRICK-ENGINEERING.COM
MERRICK ENGINEERING, INC. IS AN EQUAL OPPORTUNITY FIRM. WE DO NOT DISCRIMINATE ON THE BASIS OF RACE, GENDER, RELIGION, NATIONAL ORIGIN, ANCESTRY, AGE, SEX, OR HANDICAP IN EMPLOYMENT, CONTRACTS, OR SERVICES. WE DO NOT DISCRIMINATE ON THE BASIS OF SEX OR GENDER IN EMPLOYMENT, CONTRACTS, OR SERVICES. WE DO NOT DISCRIMINATE ON THE BASIS OF SEX OR GENDER IN EMPLOYMENT, CONTRACTS, OR SERVICES.

Kotler Signature Homes

4807 PCA Blvd
Palm Beach Gardens

REVISIONS:	DATE:	DESCRIPTION:

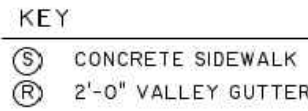
Cresswind At Rocky River
Locust, NC

REZONING SITE PLAN

PROJECT/TRACKING #
INTERNAL: 65121571-00
MUNICIPAL: MuniNumber
ORIGINAL DATE: 10/05/2023

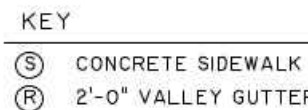
SHEET **L-1**

CANOPY TREES SHALL BE PLANTED AT A SPACING NOT TO EXCEED 40 FEET ON CENTER; WHERE OVERHEAD UTILITY LINES PRECLUDE THE USE OF CANOPY TREES, SMALL MATURING TREES SHALL BE PLANTED 30 FEET ON CENTER, PER LOCUST UDO.

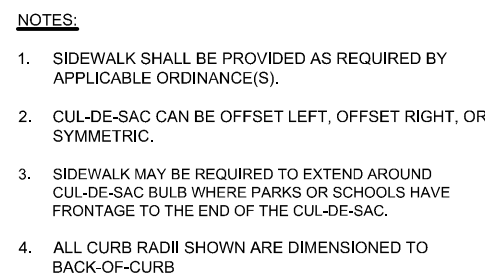


NOT TO SCALE

CANOPY TREES SHALL BE PLANTED AT A SPACING NOT TO EXCEED 40 FEET ON CENTER; WHERE OVERHEAD UTILITY LINES PRECLUDE THE USE OF CANOPY TREES, SMALL MATURING TREES SHALL BE PLANTED 30 FEET ON CENTER, PER LOCUST UDO.



NOT TO SCALE



NOT TO SCALE

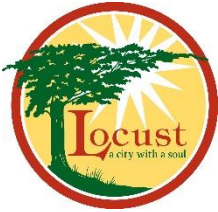
Page 56 of 56

Exhibit 4









City of Locust

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

MEMORANDUM

Date: March 6, 2024
From: Cesar Correa, City Manager
To: Mayor & City Council
Subject: Zoning Amendment (Conditional) – Brentwood Farms

BACKGROUND & PETITION INFORMATION

On November 28, 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).

Locust City Council held a public hearing for the rezoning during the February 8, 2024 City Council meeting. Following public input and Council discussion, Council voted to postpone the conditional rezoning vote to review and consider the information provided by the neighbors. This revised rezoning report includes a revised “Site Specific Conditions” section that outlines new and revised conditions. The revised site specific conditions are derived from individual meetings the Carpenter family held with concerned neighbors.

The specifics of the rezoning application are as follows:

Applicant: Scott Carpenter

Owner Information: Brentwood Farms

Existing Zoning: Open Space (OPS)

Proposed Zoning: Campus Business & Institutional – Conditional (CBI-C)

Permitted Uses: The proposed use *Reception Facilities* is a permitted use in the Campus Business & Institutional District. The owner is committing to a conditional rezoning to assure the facility will look and operate as presented.

Parcel ID Numbers: Stanly County PIN#: 5564-0288-8929

Area in Acres: 1.04 acres

Site Description: This property is located within Bona Fide Farm #8595, just off Brentwood Farms Dr., a private driveway leading to the Carpenter Family property. The private driveway is off Brentwood Drive.

Adjacent Land Use: Residential, Bona Fide Farm, and Institutional (Carolina Presbyterian Church)

Surrounding Zoning: The property is surrounded by Open Space on all sides, except for northeast where it's adjacent to Campus Business & Institutional.

Utility Service Provider: The property will be served by a private water well and septic tank.

EXHIBITS

1. Application for Zoning Change
2. Zoning Map
3. Site Plan
4. Venue Presentation

LAND USE PLAN ANALYSIS

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

The 2014 Land Use Plan defines Medium Density Residential as follows:

- Medium Density Residential: Residential neighborhoods and areas that feature lots sized from $\frac{1}{2}$ acre up to $\frac{3}{4}$ acre. These areas often feature traditional neighborhood development and can contain scattered multi-family residential complexes or units. These areas require more infrastructure.

The proposed development is inconsistent with the 2014 Land Use Plan. However, the amendment is reasonable because the property is adjacent to an existing Campus Business & Institutional use.

Should Locust City Council approve this conditional rezoning, the Land Use Plan will also have to be amended to reflect Institutional/Public Use or Commercial Corridor for the parcel seeking conditional rezoning.

FINDINGS AND CONCLUSIONS

The applicant submitted a Site Plan (Exhibit #3) and venue presentation (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.

SITE SPECIFIC CONDITIONS

Applicant agrees to the following site-specific conditions:

1. No permanent signage on/off premises advertising or marketing the venue.
2. Venue elevations, colors and architectural materials to remain as shown in venue presentation (Exhibit 4).

3. Gathering types include, but are not limited to wedding receptions, bridal showers, parties, family reunions, graduation parties, proms/dance type events, political rallies and fundraisers, ministry partnership with local churches, and seasonal celebrations (hayrides, pumpkin patches).
4. Gatherings, whether they incur a venue rental fee or not, may occur during the spring and fall seasons and shall be limited to 16 gatherings per calendar year. Provided, however, that in the event of an unforeseen circumstance – including examples but not limited to, the customer’s family having a health issue or other family emergency, or a severe weather event (including a forecast of severe weather) – a gathering initially scheduled for those months may be rescheduled to a date outside of those months.
5. Carpenter Family gatherings and ministry partnerships with local churches shall be excluded from limitation of occurrence(s) and excluded from site-specific condition number 6.
6. Gatherings will include, as part of the venue rental agreement and at the discretion of the Locust Chief of Police, a commitment to hire off-duty Locust Police Officer(s) (or other approved law enforcement agency at the discretion of the Locust Chief of Police). The police officer(s) will remain on-site throughout the duration of the event and will assist in traffic control to prevent guests from driving past Brentwood Farms Drive.
 - a. The number of scheduled police officers will be determined at the discretion of the Chief of Police based on anticipated number of guests per event.
 - b. Brentwood Farms will compensate the scheduled police officers directly, at the City of Locust Police Department approved rate for off-duty details.
7. Catering vendors may serve beer and wine. Liquor not permitted as per applicant.
8. Applicant commits to gatherings ending at 10:00pm as part of the venue rental agreement.
9. Applicant will identify and plant new vegetation along Brentwood Farms Drive to shade vehicle headlights.
10. Applicant agrees that the venue, as currently erected, will not be altered to include weather enclosures.

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 December 28, 2023 the Locust Planning & Zoning Board reviewed the zoning amendment petition and voted to recommend **approval** of the proposed Campus Business & Institutional – Conditional (CBI-C) zoning designation.

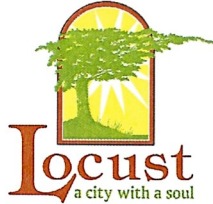
Notice of the meeting and this agenda item have been publicized, letters have been mailed to all adjacent property owners within 500ft of the subject property, and a zoning hearing sign has been posted on the property.

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/deny the conditional rezoning request designating the subject property as Campus Business & Institutional – Conditional (CBI-C) with the associated site plan and proposed elevations, to be inconsistent with the 2014 Land Use Plan; and to amend the 2014 Land Use Plan to reflect this parcel as Institutional/Public Use.



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

Application for Conditional Zoning Change

Date: November 28, 2023

Applicant Name: Scott Carpenter

Company Name (if applicable)

Address: 514 Brentwood Farms

Phone Number: 704-984-0242

Address of Property Change: Brentwood Farms Drive, Locust, NC 28097

Present Zoning District: RA-Earm # ~~8595~~

Requested Zoning District: CBI-C (Reception Facility)

Applicant Signature:

P+Z 12-28-23

P+Z Passed
6-0

The following information is required with the application:

Will Cancel to set
PIT

(1) Map of the property to be rezoned, accurate description to show the following:

- All property lines with dimensions, north arrow.
- Names and addresses of adjoining landowners.
- Location of all existing structures, use of all land.
- Zoning classifications of all abutting zoning districts.

PIT set Feb 8

(2) Comprehensive site plan.

(3) Color renderings of the exterior.

(4) Comprehensive landscape plan

(5) All signage "monument and building"

(6) A fee of \$500 (non-refundable) must accompany this application.

Letters sent 2-17-24
Posted 2-18-24

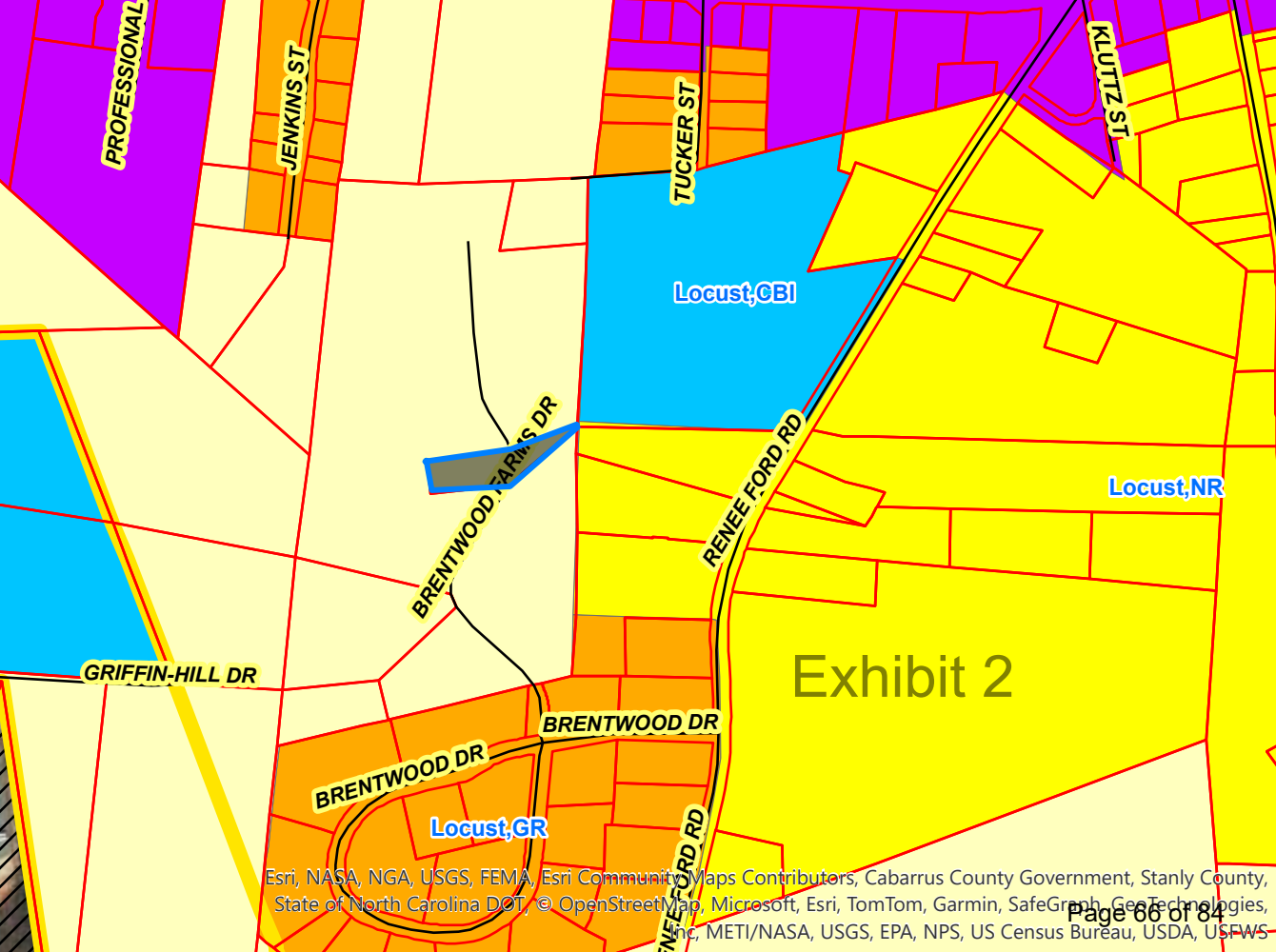
142515

TBD Brentwood Farm Dr

5864 0288 6837

CBI C

DRS



Locust,CBI

Locust,NR

Exhibit 2

Locust,GR

AREA = 1.04 Ac PRELIMINARY; FOR REVIEW ONLY

N C GRID NORTH
NAD83(2011)



MINOR SUBDIVISION FOR:
**SCOTT A. CARPENTER
and wife
LYNN M. CARPENTER**
CITY OF LOCUST
FURR TOWNSHIP — STANLY COUNTY — NORTH CAROLINA

Notes

This survey is subject to any facts that may be disclosed by a full and accurate title search.

Area computed by the coordinate method and subject to Brentwoods Farm Drive and Duke Power Right of Way.

This lot is located in the zoning jurisdiction of the City of Locust and zoned OPS.

All distances shown are horizontal ground US Survey Feet.

CALL TABLE

LINE	BEARING	DISTANCE
L16	N 34°43'41" E	106.84'
L17	N 35°10'07" E	31.44'
L18	N 32°53'12" E	32.04'
L19	N 25°43'08" E	37.86'
L20	N 13°09'28" E	29.14'
L21	N 06°08'38" E	27.15'
L22	N 02°03'41" W	27.26'
L23	N 09°58'33" W	26.50'
L24	N 18°01'09" W	31.66'
L25	N 28°58'31" W	49.46'
L26	N 39°59'26" W	29.55'
L27	N 31°23'10" W	37.42'
L28	N 22°28'13" W	47.37'
L29	N 12°47'18" W	44.98'
L30	N 06°42'14" W	84.29'
L31	N 04°08'06" W	92.87'
L32	N 02°27'13" W	58.98'

State of North Carolina
County of Stanly

I, _____, Review Officer
for Stanly County, certify that the map or plat to which
this certification is affixed meets all statutory requirements
for recording.

Review Officer _____ Date _____

Subdivision Administrator's Certificate
State of North Carolina
City of Locust

I, _____, Subdivision Administrator for the City of Locust,
Certify that the map or plat to which this certificate is affixed meets all statutory
requirements for recording.

PRELIMINARY; FOR REVIEW ONLY
Subdivision Administrator _____ Date _____

I, Dent H. Turner, Jr., certify to the following :

That this plat was drawn under my supervision from an actual survey made under my supervision from references as noted on this plat; that the Positional Accuracy is 0.05'; that the boundaries not surveyed are indicated as drawn from information as noted on plat; that this Map was prepared in accordance with GS 47-30 as amended. Witness my original signature, registration number, and seal this _____ day of _____ 2023.

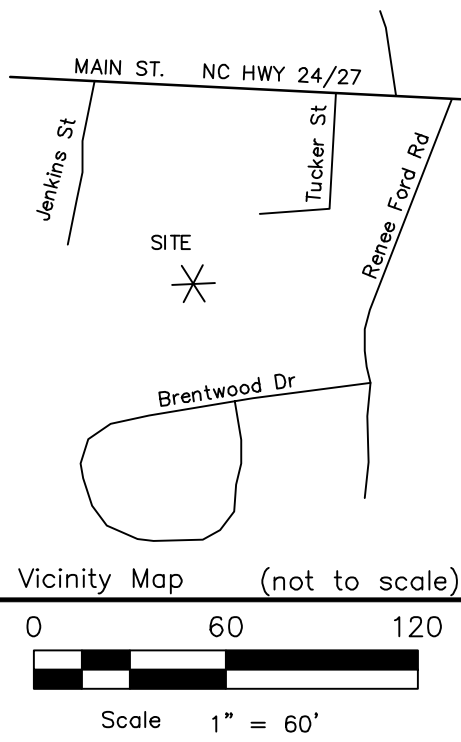
That this survey as shown was determined by an actual GNSS Survey made under my supervision and the following information was used to perform the survey:

Type of Survey: Class A
Positional Accuracy: 0.05'
Type of GNSS: RTK Network & RTK Base/Rover
Date of Survey: 9/13/2019, 8/10/2020, and 11/16/2023
Datum/Epoch: NAD83(2011)
Combined Factor: 0.99984350
Units: US Survey Feet
Geoid: Geoid 18

That the survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.

PRELIMINARY; FOR REVIEW ONLY

Professional Land Surveyor L-3017



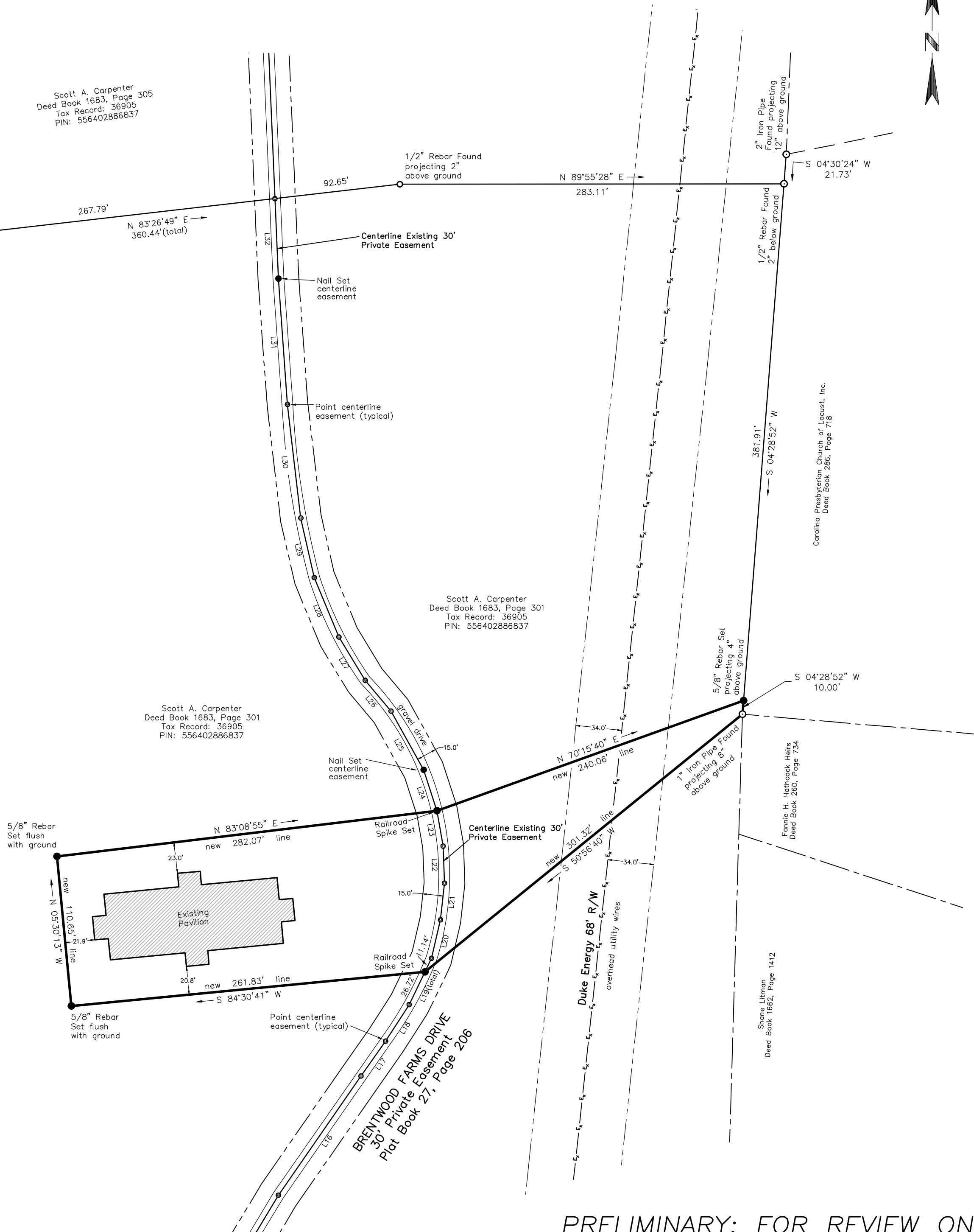
DENT H. TURNER, JR.
PROFESSIONAL LAND SURVEYOR
122 South Second Street ** P.O. Box 998
Albemarle, NC 28002 ** Tel. 704.982.7112

Current Owner:
Scott A. Carpenter
Lynn M. Carpenter
514 Brentwood Dr
Locust, NC 28097

References:
Deed Book 1683, Page 301
Deed Book 1683, Page 305
Tax Record: 36095
PIN: 556402886837

Job No. 231116A

Dates 9/19/2019
8/18/2020
11/16/2023



PRELIMINARY; FOR REVIEW ONLY

Exhibit 4

| BRENTWOOD FARMS | | Pavilion in the Pines |

Owned, Operated, and Cherished by the Carpenter Family

Objective:

Brentwood Farms (Farm #8595) is seeking a change in zoning designation from OPS to CBI-C (Reception Facility). Pavilion in the Pines Application, fee and survey completed.



Purpose:

To provide the community with reception options and conduct seasonal events.

To compliment and enhance the City of Locust.

About Brentwood Farms

Owned, Operated, and Cherished by the Carpenter Family

- Brentwood Farms is a 30-acre generational property beautifully nestled in the heart of Locust, North Carolina. The farm has many unique features in a blended open/wooded landscape enhanced by a three acre neatly landscaped flowing fountain pond upon entrance.
- The Carpenter family has worked together to create a specialized property and venue for weddings, events, and banquets that utilizes a natural landscape as a backdrop with a state-of-the-art event center...the *Pavilion in the Pines*.
- The natural setting has multiple choices for the wedding ceremony with a "wedding in the pines," a waterfront ceremony, or lawn area for that special day.



Venue Features

- Brentwood Farms has a newly constructed, fully sheltered venue aptly titled the "Pavilion in the Pines" that unifies the classic/modern farm feeling and timeless romantic enchantment.
- We host a 7,200 square-foot center that has an open pavilion setting easily accommodating 200+ guests.
- The pavilion also features a kitchen, bridal suite, make-up/hair vanity access, and a studio loft apartment. Multiple restrooms serve our important guests with extra features such as lighted fire-pits, corn hole area, sunset patio, and an area specific to a pre-event/celebratory champagne social.
- Multi-purpose climate-controlled rooms with many features for families, bridal preparations, event showers, and other gathering options.
- Ample parking, golf cart transportation rentals, and an available bar for bartending service.



Venue Features

- The Pavilion in the Pines at Brentwood Farms can be used for many type events, such as...
- Weddings
- Bridal showers
- Family Reunions
- Proms/Dance type events
- Political rallies and fundraisers
- Ministry partnerships with local churches
- Seasonal celebrations (hayrides, pumpkin patches)
- Contracts, approved vendor list and venue regulations are available for review
- Must have rules... alignment of expectations



Location, Location, Location!

- Brentwood Farms is located in the heart of Locust and is the only venue/reception area of its kind.
- Short distance to all shopping, grocery, restaurants, and other important conveniences.
- Secluded location ensures privacy and allowance of large space for parking and activities.
- Private Drive and Golf cart accessible.
- With the Carolina Presbyterian Church relationship and the adjoining property line (with walking trails between the two properties) allows us many ministry opportunities.



Why It's Important

- Initial reaction to venue and reception opportunities have been overwhelming.
- Tremendous response from neighboring geographical areas including three out of state commitments... all looking for travel and hotel options for our growing area.
- Locust continues to grow in many wonderful ways. With growth, we will need reception platforms to support the many social gatherings in our community.
- “If you build it, they will come....”



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Applicant Signature:

The following information is required with the application:

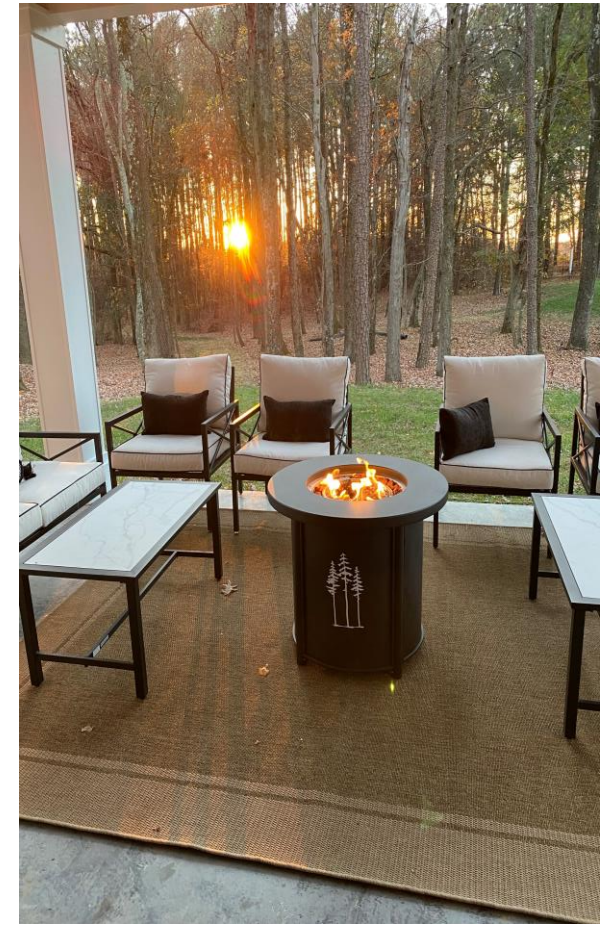
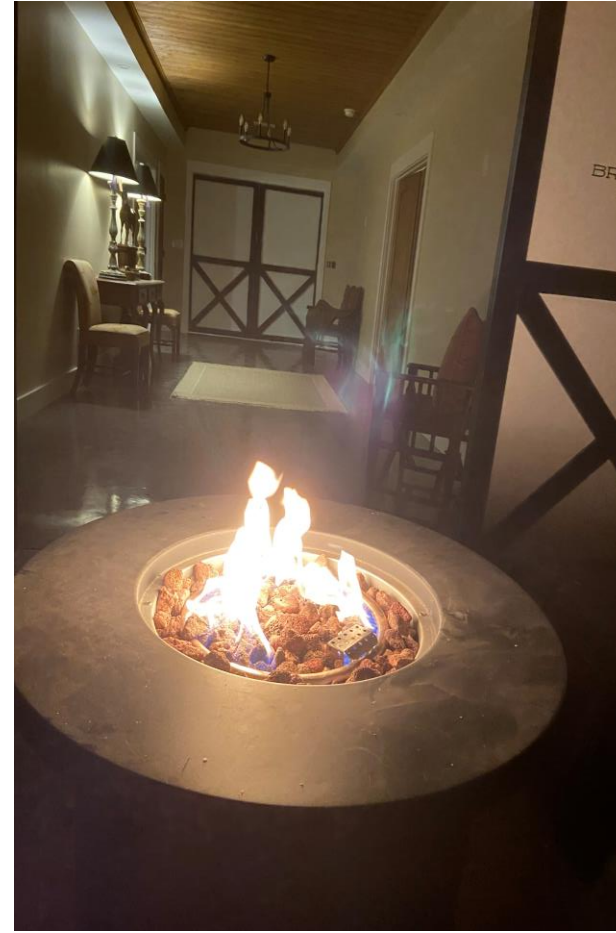
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 - a. All property lines with dimensions, north arrow.
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- (2) Comprehensive site plan.
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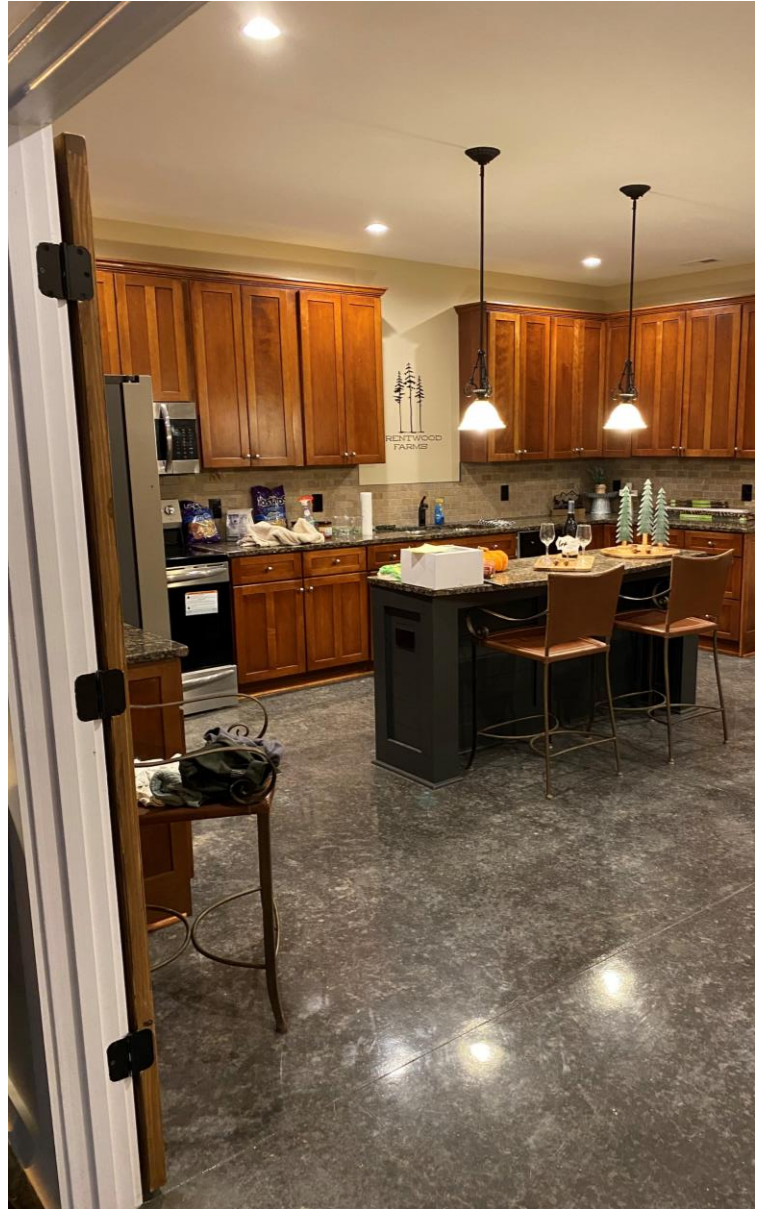


About Us... The Carpenter Family

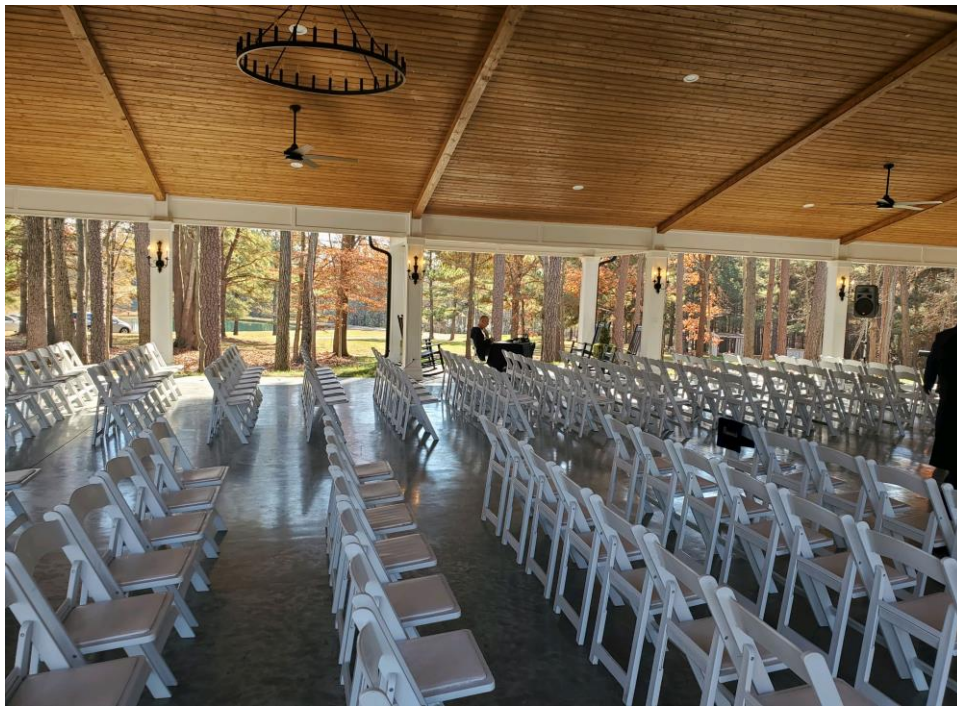


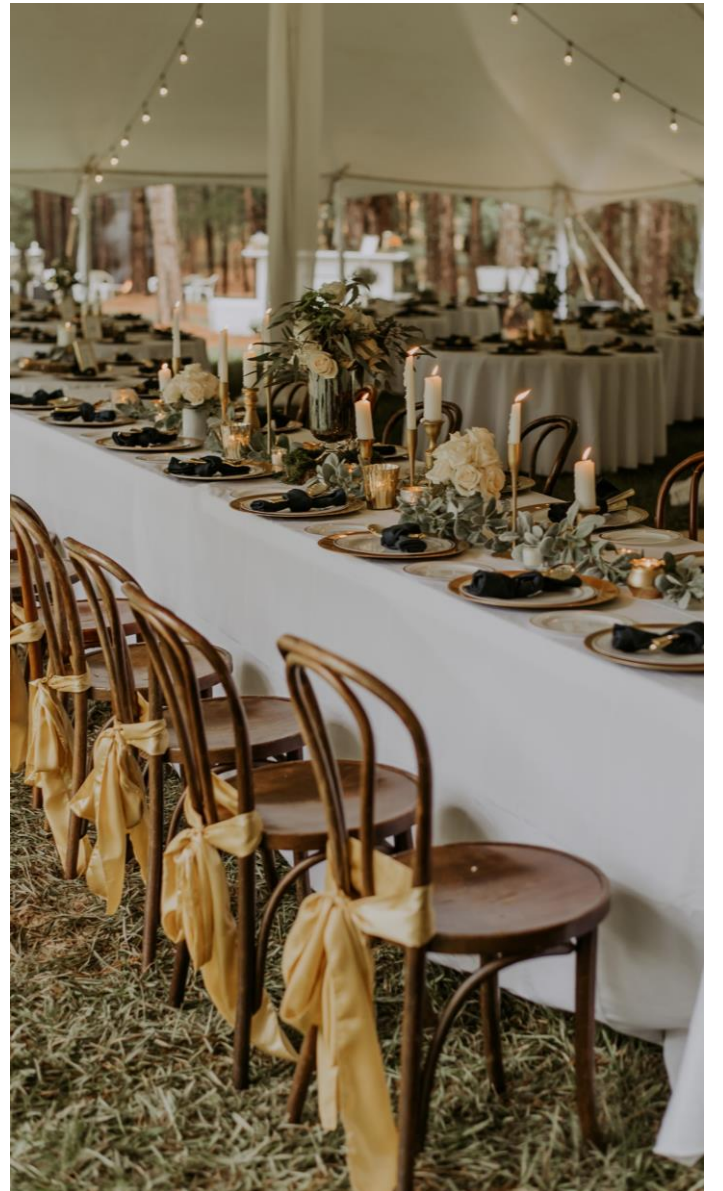
Pictures













Website Information & Details about Brentwood Farms

- Website- www.brentwood-farms.com
- Google Analytics
- SEOs
- Partnerships with local businesses
- Backlinks connected to Locust
- Social media platforms
- Word of mouth
- Site visit- Would love to give you a tour
- The secret is out on our little town
- Embrace the opportunities





Questions?