



Locust City Council Meeting

Agenda

Joel Huneycutt Community Room

7:00 PM

July 11, 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 June13, 2024 | Amy Furr |
| | • June 13, 2024 | |
| Reports: | 5. Financial Reports | |
| | • Monthly Report - June 2024 | |
| | • System Development Fees - Capital Reserve Resolution | |
| | 6. Mayor's Report | Mayor Huber |
| Department Reports: | 7. Manager's Report | Cesar Correa |
| | • Land Use Plan Update - Contract Award | |
| | • Noise Ordinance - Update | |
| | • Town Center Traffic Improvements | |
| | • USPS & Market Street Connector | |
| | • Purchase Orders | |
| | • Budget Amendments | |
| | 8. Administration/HR | Harry Fletcher |
| | 9. Parks | Mandy Watson |
| | 10. Facilities | Barry Sims |
| | • Senior Center - Floor Plan Approval | |
| | 11. Public Works | Larry Baucom |
| | • Monthly Wastewater Flow Report - June 2024 | |
| | 12. ABC, Economic Development & Small Business Support | Rusty Efird |

13. Public Safety Roger Hypes
 - Monthly Public Safety Report
14. Planning & Zoning Mike Haigler
 - Monthly Report - June 2024
 - Schedule Public Hearing - Site Plan Change Dr. Martin
15. Public Comment Period:
16. Board Closing Comments
17. Adjourn

Next Scheduled Council Meeting - August 8, 2024



Locust City Council Meeting Minutes Joel Huneycutt Community Room

7:00 PM

June 13, 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

Mayor Huber called the meeting to order at 7:02pm

2. Presentation of Colors, Prayer

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

M/S/A Council Members Harry Fletcher and Rusty Efird (6-0)
Motion to excuse Council Member Mandy Watson

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 May 9, 2024

M/S/A Council Members Harry Fletcher and Larry Baucom (6-0)
Motion to adopt the May 9, 2024 minutes

May 9, 2024

5. Financial Reports

With one month left in the fiscal year General Fund revenues exceed expenditures by \$1,990,605.47 and Wastewater expenditures exceed revenues by \$1,025,535.71 (Please know that we did receive our first reimbursement check from NCDEQ in the amount of \$259,498. We also received an advance in insurance funds for the repairs of the Meadow Creek Vacuum Station; the check was for \$200,000) Finance Director Stephania Morton and City Manager Cesar Correa spoke to our auditors this morning. They've assured us that the grant reimbursement dollars will be factored into our budget to reflect a balanced budget at closing. City Manager Cesar Correa reviewed the 2024/2025 fiscal year budget and the budget ordinance. Thank you to Finance Director Stephania Morton and City Manager Cesar Correa for all their hard work on the budget.

Public Hearing opened at 7:08pm to hear comments regarding the 2024/2025 Fiscal Year Budget - No one signed up to speak

Public Hearing closed at 7:09pm

M/S/A Council Members Harry Fletcher and Larry Baucom (6-0)
Motion to adopt the 2024/2025 Fiscal Year Budget and Budget Ordinance

Financial Summary - May 31, 2024

Public Hearing: FY Budget 2024-2025

FY Budget 2024-2025 Adoption

FY 2024-2025 Budget Ordinance

6. Mayor's Report

Mayor Huber recognized Chief of Police, Jeff Shew and he presented Officer Timmy Hartsell with his Advanced Law Enforcement Certificate. Chief Shew also spoke about the process to achieve the Advance Law Enforcement Certificate and spoke about Officer Timmy Hartsell and his dedication to the department and his accomplishments. Mayor Huber also spoke a few words of encouragement to Officer Timmy Hartsell.

Recognition: Officer Timmy Hartsell - Advanced LEO Certification

7. Manager's Report

Purchase orders and budget amendments were reviewed. City Manager Cesar Correa updated Council on the ATIIP Grant Application. This is the new Federal DOT grant opportunity that our Grant services with the League of Municipalities is helping us put together. If awarded, we will be able to use these funds to complete the Ardsley Drive extension. The deadline is June 17th and that ask is for Council to approve submission of the grant application. Lee Snuggs with the Rocky River Rural Planning Organization reached out wanting to make a presentation regarding NCDOT's updates to the Comprehensive Transportation Plan. Temilope Animashaun and Roger Castillo, representatives of NCDOT, were present to give the updated presentation. This was presented as information for Council.

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 Michael Haigler (6-0)
Motion to approve submission of the ATIIP Grant Application

ATIIP Grant Application

Rocky River Rural Planning Organization: Update on Comprehensive Transportation Plan

Purchase Orders

Budget Amendments

8. Administration/HR

Nothing to report at this time

9. Parks

The City closed on the property identified by the Parks Master Plan. Concert this Saturday

10. Facilities

Nothing to report at this time

11. Public Works

The flow report was reviewed.

Wastewater Flow Report

12. ABC, Economic Development & Small Business Support

ABC Store Manager Heather Hughey sent the stores' proposed 2024/2025 fiscal year budget for Council review. Sales are still up over last year. 3 Queens Quisine has their one year anniversary celebration.

Proposed Budget & Budget Message

13. Public Safety

Council Member Roger Hypes reviewed the monthly statistics report. Chief Shew received a mutual aid request from the Oakboro Police Department for the 4th of July festivities. May Officer of the Month was Officer Adam Hartsell.

M/S/A Council Members Roger Hypes and Harry Fletcher (6-0)
Motion to approve mutual aid request from the Oakboro Police Department

Monthly Report - May 2024

Oakboro 4th of July Mutual Aid Request

14. Planning & Zoning

Council Member Michael Haigler reviewed the monthly report. 32 new house permits since the start of the year.

Monthly Report - May 2024

15. Public Comment Period:

No one signed up to speak

16. Board Closing Comments

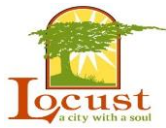
Thanks to the police department and all they do in the community. Thank you to City Manager Cesar Correa and Finance Director Stephania Morton for all their work on the budget. Thanks to all who came out to the meeting. Happy 4th of July. Happy Fathers Day. Thank you to all of the staff for all that they do and their hard work.

17. Adjourn

M/S/A Council Members Harry Fletcher and Larry Baucom (6-0)
Motion to adjourn at 8:05pm

Amy Furr, City Clerk

Stephen Huber, Mayor



CITY OF LOCUST
FINANCIAL SUMMARY REPORT - June 30, 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	\$ 2,630,600	131.53%
VEHICLE TAXES/DMV VEHICLE FEES	\$ 48,124	\$ 40,000	\$ 46,230	115.58%
FRANCHISE TAXES	\$ 227,819	\$ 190,000	\$ 250,113	131.64%
SALES TAXES	\$ 1,598,424	\$ 1,100,000	\$ 1,435,994	130.54%
CABLE VISION FRANCHISE	\$ 20,399	\$ 17,500	\$ 19,913	113.79%
SOLID WASTE	\$ 278,501	\$ 250,000	\$ 299,260	119.70%
BUSINESS REGISTRATION/PERMITS	\$ 91,170	\$ 10,000	\$ 49,605	496.05%
POWELL FUND	\$ 145,838	\$ 145,100	\$ 168,669	116.24%
ALL OTHER REVENUES	\$ 1,048,095	\$ 1,272,329	\$ 1,540,198	121.05%
	\$ 5,934,171	\$ 5,024,929	\$ 6,440,582	128.17%

	ACTUAL FY '22/'23	CURRENT BUDGET	ACTUAL 6/30/2024	Y-T-D % SPENT
EXPENDITURES				
GENERAL ADMINISTRATION GOV'T	\$ 654,148	\$ 782,903	\$ 776,572	99.19%
CENTRAL SERVICES	\$ 74,203	\$ 577,900	\$ 119,488	20.68%
PUBLIC SAFETY	\$ 1,474,518	\$ 1,752,224	\$ 1,757,271	100.29%
PUBLIC WORKS	\$ 689,175	\$ 497,607	\$ 606,275	121.84%
POWELL FUND/STREETS	\$ 142,311	\$ 301,942	\$ 172,130	57.01%
SANITATION	\$ 512,840	\$ 500,000	\$ 535,645	107.13%
PARKS & RECREATION	\$ 471,788	\$ 611,353	\$ 1,777,305	290.72%
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	\$ 5,024,929	\$ 5,744,687	114.32%
Y-T-D FUND BALANCE INCREASE	\$ 1,915,189	\$ -	\$ 695,894	

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
Jan 2024	\$ 157,790.42	rec'd 3/14/2024
Feb 2024	\$ 125,158.49	rec'd 4/12/2024
Mar 2024	\$ 129,569.74	rec'd 5/14/2024
April 2024	\$ 153,861.10	rec'd 6/14/2024

ABC Income Summary

July 2023	\$ 20,340.17	
August 2023	\$ 3,215.25	LEO 4th QTR
August 2023	\$ 54,427.08	inc- FY 22-23 Dist
September 2023	\$ 20,340.17	rec'd 10/2/2023
Oct 2023	\$ 20,340.17	
Nov 2023	\$ 20,722.58	inc.-LEO Qtr Adj.
Dec 2023	\$ 20,340.17	
Jan 2024	\$ 20,340.17	rec'd 2/5/2024
Feb 2024	\$ 20,340.17	rec'd 3/4/2024
March 2024	\$ 22,379.67	inc. -LEO Qtr Dist
April 2024	\$ 22,379.67	inc. -LEO Qtr Dist
May 2024	\$ 20,340.17	rec'd in June 2024
June 2024	\$ 20,340.17	

Updated 7/9/2024

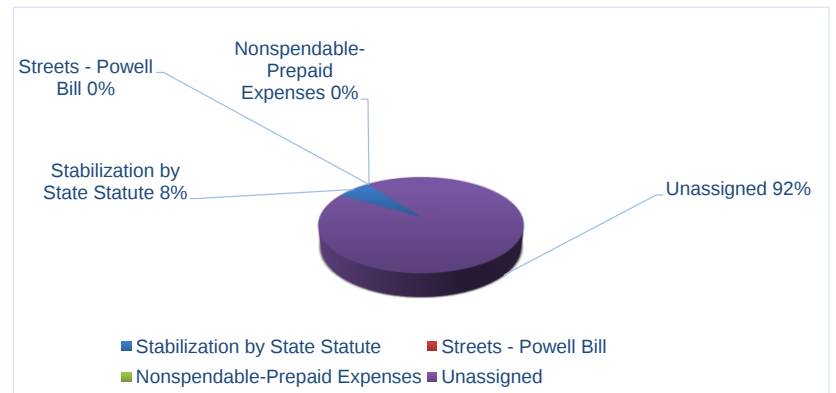
WASTE WATER FUND

	ACTUAL FY '22/'23	CURRENT BUDGET	ACTUAL 6/30/2024	Y-T-D % COLLECTED
REVENUES				
MISC INCOME	\$ 330	\$ 1,000	\$ 7,649	764.88%
INTEREST INCOME	\$ 75,741	\$ 16,473	\$ 112,892	685.32%
NEW DEV SEWER TAP FEES	\$ 532,500	\$ 100,000	\$ 12,500	0.00%
AVAILABILITY FEES	\$ 128,790	\$ 115,000	\$ 125,034	12.50%
USER FEES	\$ 1,523,239	\$ 1,000,000	\$ 1,680,720	168.07%
SYSTEM DEVELOPMENT FEE	\$ 535,000	\$ 102,278	\$ 244,050	108.73%
FUND BALANCE RESERVES	\$ -	\$ -	\$ -	0.00%
WASTEWATER RESERVES	\$ -	\$ -	\$ -	0.00%
OTHER FEE INCOME	\$ 200	\$ 329,198	\$ 459,678	0.00%
	\$ 2,795,800	\$ 1,663,949	\$ 2,642,523	158.81%

	ACTUAL FY '22/'23	CURRENT BUDGET	ACTUAL 6/30/2024	Y-T-D % SPENT
EXPENDITURES				
ADMINISTRATION	\$ 314,790	\$ 350,246	\$ 301,983	86.22%
WASTE COLLECTION & TREATMENT	\$ 540,144	\$ 1,050,923	\$ 869,769	82.76%
CAPITAL PROJ - N BASIN PS	\$ (0)	\$ 262,780	\$ 3,469,076	0.00%
TRANSFER CAPITAL RESERVE	\$ -	\$ -	\$ -	#DIV/0!
DEBT SERVICE	\$ -	\$ -	\$ -	0.00%
	\$ 854,934	\$ 1,663,949	\$ 4,640,828	278.90%
Y-T-D FUND BALANCE INCREASE	\$ 1,940,866	\$ -	\$ (1,998,305)	0.00%

GENERAL FUND INVESTMENT POSITIONS

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





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

**System Development Fee
Capital Reserve Fund Resolution**

WHEREAS, there is a need in the City of Locust to provide funds for future capital projects related to its wastewater system, and

WHEREAS, NCGS 159-18 authorizes the creation of a capital reserve fund; and

WHEREAS, NCGS 162A, Art. 8 requires that all system development fee proceeds be accounted for in a capital reserve fund,

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

Section 1. The City Council established a Capital Reserve Fund for the purposes of funding the following capital projects related to the City's wastewater system:

North Basin Improvements: The North Basin Improvements target the up fitting of 3 (three) different sewer lift stations and a gravity line: 200 North Station, Elm Street Station and Creekview Station. An upgrade is required to meet current and projected future requirements. This project began construction in December 2023 and it's scheduled to be completed in February 2025. The estimated cost is \$8,771,999.00. The City anticipates funding this project with ARPA funds, NC State appropriation and system development fee proceeds.

Section 2. The City Council allocated a total of \$1,114,856.62, in accrued System Development Fees from FY 2022-2023 to the Capital Reserve Fund on July 13, 2023, for the purpose of funding the project referenced above.

Section 3. The City Council hereby allocates an additional \$244,050.00 in accrued System Development Fees from FY 2023-2024 to the Capital Reserve Fund for the purpose of funding the project referenced above.

Section 4. The City Council hereby approves the use of \$921,493.35 for costs related to the North Basin Improvements incurred in FY 2023-2024.

Section 5. The Capital Reserve Fund for System Development Fees carries a balance onto FY 2024-2025 of \$437,413.27 for the purpose of funding the project referenced above.

Duly adopted this 11th day of July 2024.

Mayor Stephen Huber

Attest:

Amy Furr, City Clerk



CENTRALINA SERVICES AGREEMENT

This Centralina Services Agreement (this “Agreement”), dated as of the 14th day of June, 2024(the “Effective Date”), is by and between CENTRALINA COUNCIL OF GOVERNMENTS, d.b.a Centralina Regional Council, a North Carolina regional council of governments pursuant to Chapter 160A, Article 20, Part 2 of the General Statutes of North Carolina and having a principal place of business at 10735 David Taylor Drive, Suite 250, Charlotte, North Carolina 28262 (“Centralina”), and between the City of Locust, NC, a North Carolina local government and having a principal place of business at 186 Ray Kennedy Drive, Locust, NC 28097 (“Client”). Centralina and Client are each referred to individually as a “Party” and collectively as the “Parties” to this Agreement.

RECITALS

WHEREAS, Centralina is in the business of providing certain planning services;

WHEREAS, Client wishes to engage Centralina to perform certain such services in accordance with the terms and conditions of this Agreement and as described in one or more statements of work (the “Services”), as may be agreed upon by the Parties in writing from time to time (each a “Statement of Work”); and

WHEREAS, Centralina wishes to provide the Services in accordance with the terms and conditions of this Agreement and as described in one or more Statements of Work.

In consideration of the mutual covenants contained in this Agreement, the sufficiency and adequacy of which are acknowledged by this Agreement, Client and Centralina agree as follows:

ARTICLE I

Statements of Work

A. The initial Statement of Work agreed to by the Parties is set forth on Exhibit A to this Agreement. From time to time during the Term (as defined in Section II.A. below), the Parties may, in their discretion, agree in writing to additional Statements of Work. Each Statement of Work is incorporated into this Agreement by this reference.

B. Client retains Centralina by this Agreement to perform the Services, and Centralina agrees to perform the Services, in conformity with each Statement of Work, subject to the terms and conditions of this Agreement. Centralina will devote such time, efforts, and resources to the performance of the Services as are reasonably necessary to accomplish the tasks specified in each Statement of Work. Each Statement of Work will identify the following:

- (i) That such Statement of Work is entered into pursuant to, and governed by, this Agreement and the date as of which the Statement of Work will be effective;
- (ii) The nature and objectives of the Services, the Services to be performed, and the obligations to be discharged by Centralina and Client;

Centralina Services Agreement

- (iii) The deliverables to be provided by Centralina to Client in connection with the Services (the “Deliverables”);
- (iv) Functional and/or technical specifications (standards or guidelines) for the Deliverables (the “Specifications”);
- (v) Completion and acceptance criteria for the Deliverables;
- (vi) A time schedule for performance of Services by Centralina and a related task plan;
- (vii) The specific resources to be provided by Centralina and Client and the project roles of the personnel of Centralina and Client; and
- (viii) The payments to be made to Centralina for Services under the Statement of Work and the timing of such payments.

C. From time to time, Client and Centralina may agree in writing to amend, decrease, or enlarge the scope of work in a Statement of Work, which such amendments, decreases, or enlargements will not be effective until set forth in writing and signed by both Client and Centralina.

ARTICLE II

Term

A. This Agreement will commence as of the Effective Date and remain in full force and effect for the remainder of the Client’s fiscal year ending June30, 2025, (the “Initial Term”), and will continue in effect with automatic renewals for successive one-year terms (each a “Renewal Term” and, together with the Initial Term, the “Term”), unless terminated earlier in accordance with the provisions of this Article II or until Centralina provides written notice to Client of its intent not to renew at least 30 days prior to the end of the Initial Term or any Renewal Term, as applicable, or until Client provides written notice to Centralina of its intent not to renew at least 180 days prior to the end of the Initial Term or any Renewal Term, as applicable.

B. Each Statement of Work will remain in full force and effect in accordance with its terms, unless terminated in accordance with this Article II. In the event that any Statement of Work remains in effect as of the termination or expiration this Agreement, then, notwithstanding anything to the contrary in Section II.A. above, this Agreement will continue in effect solely for the term of, and for purposes of, such Statement of Work.

C. If either Party materially breaches the terms of this Agreement and/or a Statement of Work and such breach is not cured within 30 days after written notice of such breach is given to the breaching Party, then the other Party may, by giving written notice to the breaching Party, terminate this Agreement (including all Statements of Work) and/or the applicable Statement of Work, at the option of the non-breaching Party, as of the end of such 30-day period or such later date as is specified in the notice of termination; provided, however, the time period set forth in this provision will be changed from 30 days to 5 days for Client’s breach of any of its payment obligations pursuant to this Agreement. In the event of termination of this Agreement and/or a Statement of Work by Centralina as a result of Client’s breach, Client will immediately pay to Centralina all amounts that Client would have otherwise paid to Centralina

Centralina Services Agreement

pursuant to this Agreement and/or the terminated Statement(s) of Work had this Agreement and/or the Statement(s) of Work not been terminated.

D. The election by either Party to terminate this Agreement or a Statement of Work in accordance with its terms will not be deemed an election of remedies, and all other remedies provided by this Agreement or available at law or in equity will survive any termination. Upon the expiration or termination of this Agreement for any reason, each Party will be released from all obligations to the other arising after the date of expiration or termination, except that expiration or termination of this Agreement will not relieve either Party of its obligations under Articles II (Term), III (Compensation), V (Ownership of Work Product), VI (Confidential and Proprietary Information), X (Applicable Law; Jurisdiction; Venue), and XI (Notices), nor will expiration or termination relieve Centralina or Client from any liability arising from any breach of this Agreement. In addition, upon expiration or termination of this Agreement for any reason, each Party will promptly deliver to the other Party, or at such other Party's request, destroy, all Confidential and Proprietary Information (as defined in Section VI.A. below) of such other Party (including without limitation all copies of such Confidential and Proprietary Information) within the Party's possession or control.

ARTICLE III

Compensation

A. As compensation for the performance of the Services, Client will pay Centralina the entire amount of fees and costs set forth on the applicable Statement of Work as set forth in such Statement of Work.

B. In addition, to the extent set forth on the applicable Statement of Work, Client will reimburse Centralina for reasonable expenses incurred by Centralina in connection with the performance of the Services.

C. In the event Client disputes any amount shown due on such invoice, Client will pay any undisputed amounts in accordance with the applicable payment terms and send a disputed amount notice (setting forth the amount in dispute and the reasons for any such dispute) to Centralina within fifteen days of the date of the applicable invoice. The Parties will use commercially reasonable efforts to resolve any such dispute. Upon resolution of any dispute, Client will immediately pay any amounts due to Centralina.

ARTICLE IV

Delivery and Acceptance

A. Centralina will deliver each Deliverable at the times and in the manner specified in the applicable Statement of Work. Unless another process is set forth in a Statement of Work, the Parties will comply with the delivery, review, and acceptance procedures for each Deliverable as set forth in Section IV.B.

B. Upon the delivery of each Deliverable, Client will have five days to inspect and test such Deliverable to determine whether it is acceptable. In the event that Client notifies Centralina in writing that such Deliverable is unacceptable, Centralina will, within 30 days following receipt of such notice, remedy such failure and re-deliver such Deliverable to Client. The foregoing process will continue until the earlier of (i) the completion of the foregoing process twice, (ii) the Deliverable has been approved in writing by Client "as is," or (iii) the time period of the foregoing process has expired.

ARTICLE V

Ownership of Work Product

A. Subject to Section V.B. below, Client agrees that Centralina will own all right, title, and interest in and to all inventions, improvements, discoveries, software (including firmware), and other forms of technology or intellectual property made or conceived or actually or constructively reduced to practice during the Term, whether solely or jointly with others, and which are suggested by, or derive or result from, any Services which Centralina may perform pursuant to this Agreement, or from any information obtained by Centralina from Client or in discussions and meetings with employees of Client or its affiliates, including, but not limited to, the Deliverables and all copyrights and renewals and extensions of copyright of all of the foregoing (the “Work Product”). Subject to Section V.B. below, Client will, and does by this Agreement, exclusively and irrevocably assign, transfer, and otherwise convey to Centralina all right, title, and interest in and to the Work Product, including, without limitation, all rights of copyright or other intellectual property rights pertaining to the Work Product. Upon Centralina’s request and at Centralina’s expense, Client will assist Centralina to protect and enforce Centralina’s intellectual property rights conferred in this Article V. Client waives any and all claims that Client may have now or may have after the Effective Date in any jurisdiction to so-called “rental rights,” “moral rights,” and all rights of “droit moral” with respect to the Work Product and to the results and proceeds of the Work Product. Client agrees to take all appropriate action and to execute any and all documents, necessary or reasonably requested by Centralina to establish, perfect, effectuate, and preserve Centralina’s rights in the Work Product.

B. Except as provided in Sections V.C. and V.D. below, Centralina agrees that Client owns and will continue to own a limited right, title, and interest in and to the Deliverables solely for their intended purposes solely on behalf of Client as expressly stated in the applicable Statement of Work. Centralina will, and does by this Agreement, exclusively and irrevocably assign, transfer, and otherwise convey to Client the limited right, title, and interest in and to the Deliverables solely for their intended purposes solely on behalf of Client as expressly stated in the applicable Statement of Work. Upon Client’s request and at Client’s expense, Centralina will assist Client to protect and enforce Client’s intellectual property rights conferred in this Section V.B. Centralina agrees to take all appropriate action and to execute any and all documents, necessary or reasonably requested by Client to establish, perfect, effectuate, and preserve Client’s limited rights in the Deliverables as expressly provided for in this Section V.B. For the avoidance of doubt, pursuant to Sections V.A. and this Section V.B., Centralina will own all right, title, and interest in and to the Deliverables, other than Client’s rights in such Deliverables solely for its purposes and as expressed in the applicable Statement of Work.

C. To the extent that any materials owned by or licensed by Centralina from third parties (the “Third Party Materials”) are included in Client’s rights in the Deliverables pursuant to Section V.B., Client will be responsible for obtaining for Client at Client’s sole cost and expense an appropriate license for Client to use, reproduce, distribute, publicly perform, publicly display, modify, and prepare derivative works of such Third Party Materials, as applicable to Client’s rights granted in Section V.B.

D. Client acknowledges that Centralina may have developed materials prior to entering into this Agreement, and may own other patent, trade secret, and proprietary rights in techniques and concepts that were not conceived or first produced by Centralina in the performance of this Agreement (collectively “Centralina IP”). Centralina IP is proprietary to Centralina and will remain Centralina’s exclusive property. Prior to Centralina’s delivery of any Deliverable to Client pursuant to this Agreement, the Parties will separately negotiate, agree, and execute an appropriate license to Centralina’s IP to the extent it is incorporated in any Deliverable.

ARTICLE VI

Confidential and Proprietary Information

A. All information furnished to one Party (the “Recipient”) by the other Party and its designated representatives (the “Disclosing Party”), whether orally or by means of written material, including, without limitation, plans, specifications, financial or business data or projections, or any other forms of business information (the “Confidential and Proprietary Information”): (a) will be deemed proprietary and will be held by the Recipient in strict confidence; (b) will not be disclosed or revealed or shared with any other person except those individuals or entities on behalf of the Recipient so that the Recipient can fulfill its obligations pursuant to this Agreement; and (c) will not be used other than for purposes of, and in connection with, the performance of the Recipient’s obligations pursuant to this Agreement.

B. Other than the Deliverables (ownership of which is determined by Article V), all written material provided to the Recipient by the Disclosing Party will be and at all times remain the exclusive property and the Confidential and Proprietary Information of the Disclosing Party. All such material and any copies of such material will be promptly returned upon request of any designated representative of the Disclosing Party, and in any event, will be returned by the Recipient within 30 days of termination or expiration of this Agreement.

C. If the Recipient should receive any legal request or process in any form seeking disclosure of, or if the Recipient should be advised by counsel of any obligation to disclose, Confidential and Proprietary Information, the Recipient will provide the Disclosing Party with prompt prior notice of such request or advice so that the Disclosing Party may seek a protective order or pursue other appropriate remedies to protect the confidentiality of the Confidential and Proprietary Information. If such protective order or other remedy is not obtained, the Recipient agrees to furnish only that portion of the Confidential and Proprietary Information which is legally required to be furnished and, in connection with the Disclosing Party, to use all reasonable efforts to assure that the information is maintained in confidence by the party to whom it is furnished.

D. The Recipient will not, without prior written consent of the Disclosing Party, reveal or disclose to any person the existence of this Agreement or the nature of the projects performed or Services contemplated under this Agreement, except in connection with and to the extent reasonably necessary to the performance of the Recipient’s obligations pursuant to this Agreement.

E. In the event of breach of any of the provisions of this Article VI by the Recipient, the Disclosing Party will be entitled to equitable relief, including in the form of injunctions and orders for specific performance, in addition to all other remedies available at law or equity.

ARTICLE VII

Warranty and Indemnification

A. Client represents and warrants to Centralina that: (i) Client has the right to enter into this Agreement and to perform its obligations under this Agreement; (ii) Client’s Confidential and Proprietary Information will not infringe any patent, copyright, trademark, trade secret, or other proprietary right in any jurisdiction or otherwise contravene any rights of any U.S. or foreign citizen; and (iii) Client will, in performing its obligations under this Agreement, comply with all laws applicable to it.

Centralina Services Agreement

B. Client will indemnify and hold harmless Centralina and its respective affiliates from and against all Losses arising out of or in connection with (i) Client's material breach of any covenants, warranties, or representations made in this Agreement, or (ii) any grossly negligent act or grossly negligent omission of Client which results in (a) any bodily injury, sickness, disease, or death; (b) any injury or destruction to tangible or intangible property (including computer programs and data) or any loss of use resulting from such destruction; or (c) any violation of any statute, ordinance, or regulation that has a material effect on this Agreement or the performance of the Parties pursuant to this Agreement.

ARTICLE VIII

Independent Contractor Relationship

A. Client and Centralina acknowledge that in providing the Services under this Agreement, Centralina is acting solely as an independent contractor and not as an agent or employee of Client. No Party has the authority to bind the other Party to any third person or otherwise to act in any way as the representative of the other Party unless otherwise expressly agreed to in writing signed by both Parties. Nothing contained in this Agreement is intended to give rise to a partnership, joint venture, or employment relationship between the Parties or to impose upon the Parties any of the duties or responsibilities of partners, joint venturers, or employer-employee. Except as so authorized, Centralina agrees to indicate to any third-party vendor or customer who is or may be doing business with Client, as appropriate, that Centralina has no authority to bind Client.

B. Persons furnished by Centralina will be solely the employees or agents of Centralina and will be under the sole and exclusive direction and control of Centralina. Client and Centralina understand and agree, for purposes of federal and state law, that Centralina will not be treated as an employee with respect to Centralina's Services to Client as set forth in this Agreement; rather, Centralina is to be treated as an independent contractor.

C. Each Party will be responsible for compliance with all laws, rules and regulations applicable to it. Each Party understands and agrees that it alone will be responsible to pay its appropriate share of state, federal, and local taxes, including all required prepayments of estimated taxes. Each Party further agrees that it will indemnify and hold harmless the other Party for any failure to make said payments.

ARTICLE IX

Insurance Requirements

During the Term, Client will maintain reasonable insurance coverage according to best industry practices.

ARTICLE X

Applicable Law; Jurisdiction; Venue

A. The interpretation, validity and enforcement of this Agreement, and all legal actions brought under or in connection with the subject matter of this Agreement, will be governed by the law of the State of North Carolina (except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction will be disregarded).

B. Any legal action brought under or in connection with the subject matter of this Agreement will be brought only in the United States District Court for the Western District of North Carolina or, if such court would not have jurisdiction over the matter, then only in a North Carolina State court sitting in

Centralina Services Agreement

Mecklenburg County, Charlotte, North Carolina. Each Party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of this Agreement in any other court or forum.

C. Each Party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of this Agreement in the Federal or state courts sitting in Mecklenburg County, Charlotte, North Carolina, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum.

ARTICLE XI

Notices

All notices under this Agreement will be in writing and will be deemed to have been duly given when personally delivered or mailed by registered or certified mail, postage prepaid, to the following or to such other person at such other address or may be designated by the Parties to this Agreement in writing and notice of such other person and address duly given:

If to Client:

City of Locust

Attn: Cesar Correa, City Manager
186 Ray Kennedy Drive, Locust, NC 28097

If to Centralina:

Centralina Regional Council
Attn: Denise Strosser, Finance Director
10735 David Taylor Drive, Suite 250
Charlotte, North Carolina 28262

With a copy to:

Shumaker, Loop & Kendrick, LLP
Attn: Joseph J. Santaniello, Centralina Legal Counsel
101 South Tryon Street, Suite 2200
Charlotte, North Carolina 28280

ARTICLE XII

General Terms

A. Consent of Waiver

No consent or waiver by Centralina with respect to any provision of this Agreement will be effective unless made by a duly authorized officer of Centralina.

B. Assignment

No undertaking or rights of the Client pursuant to this Agreement may be assigned by the Client to any third party without the express, prior, and written consent of Centralina. Subject to the immediately preceding sentence, this Agreement will enure to the benefit of Client, its affiliates, successors and assigns.

C. Severability

If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability will not invalidate or render unenforceable the entire Agreement; rather, the entire Agreement will be construed as if not containing the invalid or unenforceable provision, and the rights and obligations of each Party will be construed and enforced accordingly.

D. Entire Agreement

This Agreement constitutes the entire agreement between Client and Centralina. The Agreement supersedes all prior communications, representations, or agreements, oral or written, with respect to the subject matter of this Agreement and has been induced by no representations, statements, or agreements other than those expressed in this Agreement. No agreement made after the Effective Date between the Parties will be binding on either Party unless reduced to writing and signed by an authorized officer of the Party sought to be bound by such agreement. Should there be any conflict between the terms and conditions of this Agreement (not including the Statements of Work), on the one hand, and any Statement of Work, on the other hand, the terms and conditions of this Agreement will control.

E. Counterparts

This Agreement may be executed in any number of counterparts and via copy of an original signature transmitted electronically, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

ARTICLE XIII

Other Terms

A. Force Majeure

Except for payment obligations pursuant to this Agreement, a Party whose performance is delayed or prevented by reason of Force Majeure will promptly notify the other Party and will be excused from performance to the extent delayed or prevented. For purposes of this Agreement, “Force Majeure” means a condition or occurrence that is beyond the reasonable control of the Party experiencing such a condition or occurrence, such as the following: acts of God or of the public enemy; severe weather conditions beyond those to which the Services may foreseeably be subject; fires; floods; epidemics or quarantines; freight embargoes; any future law or change in current law or other acts of a governmental authority; war; civil strife; insurrection; or riot.

B. LIMITATION OF LIABILITY

CENTRALINA WILL NOT BE LIABLE TO CLIENT FOR ANY AMOUNTS REPRESENTING LOSS OF PROFITS; LOSS OF BUSINESS; INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES (EVEN IF PREVIOUSLY APPRISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT OR ANY ACTS OR OMISSIONS ASSOCIATED WITH SUCH PERFORMANCE OR NONPERFORMANCE OR RELATED TO THE USE OF ANY PRODUCTS OR SERVICES FURNISHED UNDER THIS AGREEMENT, WHETHER THE BASIS OF THE LIABILITY IS BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTES, OR ANY OTHER LEGAL THEORY. IN NO EVENT WILL THE TOTAL, CUMULATIVE, AGGREGATE LIABILITY OF CENTRALINA REGARDING, RELATING TO, OR

ARISING OUT OF ANY AND ALL CLAIMS UNDER OR ACTIVITIES CONTEMPLATED BY THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, INDEMNITY, OR OTHERWISE, EXCEED THE AMOUNT RECEIVED BY CENTRALINA FROM CLIENT DURING THE ONE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS WHICH GAVE RISE TO THE CLAIM FOR DAMAGES.

C. NC Iran Divestment Act

Each Party affirms that, as of the date of execution of this Agreement, it is not listed on the Iran Divestment Act lists created by the North Carolina State Treasurer pursuant to N.C. G.S. 147-86.58, nor are its subsidiaries or parent companies, if any. If either Party should subsequently become so listed, it shall provide written notice to the other Party as soon as practicable, but within no less than five business days.

D. Use of E-Verify

NCGS Chapter 64 Article 2 concerns the use of the free, web-based federal program known as ‘E-Verify’ or other federally-authorized program to check the work authorization of all new employees in the United States (collectively, “E-Verify”).

Centralina affirms that it is exempt from the requirements of NCGS Chapter 64 Article 2 because it is a “governmental body” as defined in that Article.

Client agrees that if it is required by NCGS §64 or other statutes to use E-Verify to check the work authorization of all new employees it hires in the United States, it shall do so. Client affirms that it is a public entity, including state agencies, counties, or municipalities, that is required to use E-Verify under statutes other than NCGS §64.

Centralina agrees that for each Statement of Work under this Agreement that specifies that E-Verify subcontractor requirements apply, it shall not enter into any subcontracts under that Statement of Work unless such subcontractor (a) affirms either its exemption from or compliance with the E-Verify requirements of NCGS Chapter 64 Article 2 and (b) agrees to similarly ensure its subcontractors’ affirmation of exemption from or compliance with those statutes.

[Signatures on following page.]

Centralina Services Agreement

This Agreement has been executed by each Party's duly authorized representative as of the Effective Date.

CENTRALINA REGIONAL COUNCIL

By:	 Geraldine Gardner (Jun 24, 2024 12:12 EDT)
Name:	Geraldine Gardner
Title:	Executive Director
Date:	6/24/24

CITY OF LOCUST

By:	
Name:	Cesar Correa
Title:	City Manager
Date:	

"This instrument has been pre-audited in the manner required by the North Carolina Local Government Finance Act."

Stephania Morton, City of Locust Finance Officer



Centralina Services Agreement – EXHIBIT A

Initial Statement of Work

City of Locust Land Use Plan Update

This Statement of Work (“SOW”), dated as of the 14th day of June, 2024 (the “Effective Date”), is by and between CENTRALINA COUNCIL OF GOVERNMENTS, d.b.a Centralina Regional Council, a North Carolina regional council of governments pursuant to Chapter 160A, Article 20, Part 2 of the General Statutes of North Carolina and having a principal place of business at 10735 David Taylor Drive, Suite 250, Charlotte, North Carolina 28262 (“Centralina”), and between the City of Locust having a principal place of business at 186 Ray Kennedy Drive Locust, NC 28097 (“Client”), pursuant to which Centralina will provide to Client planning services (the “Services”). Centralina and Client have previously entered into a Centralina Services Agreement (the “Agreement”). The Agreement is incorporated into this SOW by this reference. In the event of any conflicting or additional terms between this SOW and the Agreement, the Agreement will govern, except with respect to price and scope of work, any “Other Terms and Conditions” included below that apply solely to this SOW, or other items expressly permitted by the Agreement.

I. Introduction

This document outlines the tasks and deliverable that constitute the Services under this SOW that Centralina shall provide to Client on a fixed fee basis in support of the Project, the compensation that Client shall pay to Centralina for the Services, and other Project support to be provided by Client. Primary contacts for the Project are as follows:

	Centralina	Client
Project Manager	Lynne Hair Assistant Regional Planning Director	Cesar Correa City Manager
Email Address	Lhair@centralina.org	citymanager@locustnc.com
Telephone Number	(704) 348-2731	(704) 888-5260

Centralina’s invoices shall be mailed to the Client’s Project Manager named above and to the Client’s Accounts Payables if listed below:

Attn to Name and/or Title	Stephanie Morton, Finance Director
Dept	City Manager's Office
Mailing Address, City, ST ZIP	186 Ray Kennedy Drive Locust, NC 28097
Email address	finance@locustnc.com
Telephone Number	704-888-5260

II. Services

The Client hereby retains Centralina to provide Land Use Plan Update services. Centralina will perform the tasks and activities, and provide to Client the deliverables as described below in:

Appendix A. Centralina’s Proposal/Statement of Qualifications

Centralina's Project Manager named above will act as Client's liaison under this SOW and will coordinate Centralina provision of cost estimates and services. Client's Project manager named above will similarly act as Client's liaison to Centralina under this SOW.

III. Time of Performance

The time of performance shall commence upon the date last executed below and shall conclude by December 31,2025.

IV. Compensation

Centralina will perform the tasks identified in this SOW and as detailed herein for a sum of \$49,200. The amount due to Centralina pursuant to this SOW may not exceed this amount unless proper written justification has been submitted to Client and approved by Client prior to performance of work. Invoices shall be submitted to the Client no later than 30 days after the end of each quarter. Client will be billed for the Services in installments upon execution of the agreement in installments based on the schedule noted below.

	Payment Amount	Due Date:
A.	\$11,070	10/31/2024
B.	\$11,070	12/31/2024
C.	\$11,070	3/31/2025
D.	\$11,070	6/30/2025
E.	\$4920	Upon Completion of All Deliverables

V. Other Terms and Conditions

- A. **Iran Divestment Act Compliance.** Each Party affirms that, as of the date of execution of this SOW, it is not listed on the Iran Divestment Act lists created by the North Carolina State Treasurer pursuant to N.C. G.S. 147-86.58, nor are its subsidiaries or parent companies, if any.
- B. **E-Verify.** The E-Verify requirements of North Carolina state law apply to this SOW. Centralina affirms that it is exempt from the requirements of NCGS Chapter 64 Article 2 concerning its use of E-Verify or other federally-authorized program to check the work authorization of all new employees in the United States, because it is a "governmental body" as defined in that Article. Centralina agrees that it shall not enter into any subcontracts under this SOW unless such subcontractor (a) affirms either its exemption from or compliance with the E-Verify requirements of NCGS Chapter 64 Article 2 and (b) agrees to similarly ensure its subcontractors' affirmation of exemption from or compliance with those statutes.

[Signatures on following page.]

Centralina Services Agreement: Statement of Work

This Statement of Work has been executed by each Party's duly authorized representative as of the date below such Party's signature.

CENTRALINA REGIONAL COUNCIL

By:	 Geraldine Gardner (Jun 24, 2024 12:12 EDT)
Name:	Geraldine Gardner
Title:	Executive Director
Date:	6/24/24

CITY OF LOCUST, NC

By:	
Name:	Cesar Correa
Title:	City Manager
Date:	

"This instrument has been pre-audited in the manner required by the North Carolina Local Government Finance Act."

Stephania Morton, City of Locust Finance Officer

APPENDIX A
SCOPE OF SERVICES
CITY OF LOCUST– FY25 LAND USE PLAN UPDATE

Discovery

1. Kick off meeting with city staff: Centralina will conduct a kickoff meeting with city staff to discuss concerns and desires for the plan update, including public facility capacity, housing needs, and plan implementation. This time will also be used to finalize the project timeline, request data, and discuss the deliverables defined by the Scope of Work.
2. Background Data and Analysis – Centralina will undertake data collection and analysis of key socioeconomic and geographic data, including population growth, housing, non-residential development, land use, natural resources, transportation, utilities, and public/institutional (including recreation) uses and facilities. This data and analysis will be used to update the city’s community profile in the Land Use Plan. Centralina will also review and assess all previous/existing long-range plans and ordinances (prepared by the city and other agencies) to better understand the city's context.

Engagement

1. **Workshop**– Centralina will facilitate an in-person joint workshop with the City Council and Planning and Zoning Board. This meeting will include an interactive SWOT analysis of the current Plan and planning and development issues in the city. At the end of this exercise, guiding principles will be developed for the plan update. The guiding principles are meant to provide a vision, goals, parameters, and/or essential ingredients that steer the preparation of the Land Use Plan. Centralina will ascertain whether the Vision Statement from the 2020 Strategic Plan is still valid and desired: “Continue to plan for future growth and development that will support a quality balanced mix of land uses, while preserving our small-town charm, characteristics, and history.”
 - a. Deliverable: A summary of the joint meeting comments and direction.
 - b. Deliverable: Design for kick-off meeting presentation, engagement, displays, input methods and facilitate meeting.
2. **Public Meeting** – Centralina will present the draft plan to the public for comment. Comments will be used to refine the draft document.
 - a. Deliverable: Prepare a PowerPoint presentation outlining the plan process, findings and plan updates.
 - b. Deliverable: Design for Public Meeting presentation, engagement, displays, input methods and facilitate meeting.

3. Drafting the Plan - Based on direction from city staff, the Planning and Zoning Board and City Council, and the data and analysis, Centralina shall prepare a draft Land Use Plan and Future land Use Map. At a minimum, the plan shall include an executive summary, introduction, vision, goals, data and analysis, along with strategy or policy recommendations to guide future land use decisions. The Plan should also address general recommendations for regulatory changes that staff can make to zoning and the Development Ordinance content. The Plan shall include charts, tables, graphics, maps, and other supporting documentation, including population projections and preferred land development patterns.

- a. Deliverable: Draft Land Use Plan and Future Land Use Map. Two drafts will be provided for city staff to review. The first draft will be reviewed by staff and refined by consultant; the second draft will be presented to the public for comment.
- b. Deliverable: Specific section of the Land Use Plan, not a stand-alone document, that clearly outlines the top ten (10) most significant regulatory changes that the City could consider incorporating in the future, including specific action steps and considerations to accomplish these updates.
- c. Deliverable: Final Plan – Centralina will prepare the final Land Use Plan document, which will be based on comments received from the public. The plan will include appendices and maps in hard-copy (10 copies) and digital formats.
- d. Deliverable: Final Plan: ten (10) hard copies of the final Land Use Plan, and one (1) hard copy of the final Land Use Map, size to be determined; and a copy of the Land Use Plan and Land Use Map in digital formats, along with all electronic files.

4. Project Management. Centralina will facilitate monthly virtual (unless otherwise arranged) check-in meetings with staff, with the understanding that the cadence for these meetings may adjust from time to time to be more or less frequent at key points throughout the process, depending on active tasks, upcoming events, deadlines, etc. Invoices will be prepared quarterly and will be accompanied by a progress report detailing what work was completed during the billing period and what work will be completed in the next billing period.

City of Locust's Responsibilities Include:

- Plan and coordinate the kick-off meeting with the Planning Board and City Council.
- Identify key documents to be included in consultant "Background Data and Analysis" step, along with providing copies of existing plans (digital preferred) impacting growth and development in Locust, including the most current land use plan and land use map and recent consultant-led plans such as revenue generation, parks and recreation, and/or transportation and connectivity plans.
- Advertising and bringing residents/stakeholders to public meeting
- Advertising for Public Hearing for Plan Adoption.
- Securing and covering the cost of meeting spaces for regular project meetings, and public meetings.
- Providing sufficient staff and committee members to assist with open houses.
- Arranging for and covering the cost of snacks and beverages for meetings and public events.
- Returning engagement feedback forms, sign-ins, and notes from meetings to Centralina to compile and summarize, as applicable.

- Managing online presence (i.e., advertising events and posting summaries) and displaying public meeting boards and distributing feedback forms at City facilities for additional feedback.
- Providing high resolution photographs of local scenes and/or people, as needed, for public use related to this project.
- Reviewing draft deliverables in a timely fashion (typically 1 week for smaller elements and 2 weeks for more in-depth elements).
- Arranging input and reviews from applicable City staff and related government reviewers.



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

ORDINANCE NO. 2024-02: AN ORDINANCE AMENDING

TITLE IX: GENERAL REGULATIONS, CHAPTER 90: PUBLIC NUISANCES

OF THE CITY OF LOCUST CODE OF ORDINANCES

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOCUST, NORTH CAROLINA:

Section 1: Section 90.16 “Prohibited Acts” is amended to read as shown in the attached Exhibit A, which is incorporated and made a part of this ordinance.

Section 2: Section 90.17 “Outdoor amplification, music and noise at commercial and otherwise business establishments” is amended to read as shown in the attached Exhibit B, which is incorporated and made a part of this ordinance.

Section 3: Section 90.18 “Unreasonable sound amplification and unreasonably loud noise from/at/near residential properties” is amended to read as shown in the attached Exhibit C, which is incorporated and made a part of this ordinance.

Section 4: Title IX: General Regulations, Chapter 90: Public Nuisances is amended to include “Section 90.19 Noise Control in Locust Town Center” is amended to read as shown in the attached Exhibit D, which is incorporated and made a part of this ordinance.

Section 5: Section 90.19 “Exceptions” is amended to read as shown in the attached Exhibit E, which is incorporated and made a part of this ordinance.

Section 6: Section 90.99 “Penalty” is amended to read as shown in the attached Exhibit F, which is incorporated and made a part of this ordinance.

Section 7: This ordinance shall become effective as of August 8, 2024.

Adopted this 8th day of August 2024.

Mayor, Steve Huber

ATTEST:

Amy Furr, City Clerk

Exhibit A:

§ 90.16 PROHIBITED ACTS.

The following acts, among others, are declared to be excessive, unnecessary, and unreasonably loud or disturbing noise in violation of this chapter, but shall not be deemed to be an exclusive enumeration.

(A) The sounding of any horn, signal device, or any other sound making device (excluding engines) on any automobile, motorcycle, bus, or other vehicle or conveyance while in motion or otherwise stationary. For vehicle motor/engines, the utilization of the motor/engine of a vehicle in a manner that is not consistent with its normal operation, starting or stopping, would be prohibited if the sound making device is being utilized as a danger or warning signal it shall not be considered as a violation of this section. Utilization of a sound making device that is normally recognized as a danger or warning signal but is utilized for what is deemed as an unnecessary and unreasonable period of time is considered a violation of this section.

(B) The use of any siren or siren-like device upon any vehicle other than police, fire, or other authorized emergency vehicles.

(C) The keeping of any animal or bird which, by causing frequent or long continued noise, between the hours of 9:00PM and 6:00AM shall disturb the comfort and repose of any person in the vicinity of the noise.

(D) The use of any automobile, motorcycle, or other vehicle or conveyance so out of repair, overloaded, or utilizing equipment or accessories that as a result creates a loud or unnecessary grating, grinding, rattling, or any other noise deemed as excessive, unnecessary, unreasonably loud or disturbing. This also includes the use of any automobile, motorcycle or other vehicle or conveyance operated in such a manner as to cause squealing or screeching of tires or causing tires to propel rock or gravel.

(E) The construction, alteration, repair, excavation, and/or demolition of any building or structure within a residential or business area other than between the hours of 7:00 a.m. and 9:00 p.m. on weekdays (Monday-Friday) and 8:00 a.m. and 9:00 p.m. on weekends (Saturday-Sunday). Exceptions to this section is provided in the case of urgent necessity in the interest of public safety or by issuance of an applicable permit by the Planning and Zoning/Code Administrator.

~~(F) The creation, production, or emission of any noise deemed to be excessive, unnecessary, unreasonably loud or disturbing emanating from any person, residence, business, or device including but not limited to vehicles, conveyances, or equipment adjacent to or in the vicinity of any school, institution of learning, or medical facility while the same are in session or open for activity. Schools, institutions of learning, and medical facilities would be identifiable by signs designating them as such and/or if already previously approved or accepted as such facilities.~~

~~—(G) The creation, production, or emission of any noise deemed to be excessive, unnecessary, unreasonably loud or disturbing emanating from any person, residence, business, or device including but not limited to vehicles, conveyances, or equipment adjacent to or in the vicinity of any place of assembly. Places of assembly would be identifiable by signs designating them as such or if already previously approved or accepted as such places. (Both F&G Have Subjective Language That Is Difficult To Define)~~

(H) The use of any mechanical loudspeakers, amplifiers, or similar equipment on trucks, or other moving vehicles or conveyances for advertising or other purposes unless previously

approved by license/permit received from the Chief of Police or if deemed necessary in the interest of public safety.

(I) Any noise deemed to be in violation of §§ [90.17](#) and/or [90.18](#) utilizing approved time periods and/or decibel measurements ~~and/or the standards applied regarding what a reasonable person would believe and/or plainly audible noise at a distance of 50 feet or less from complaining party.~~

(Ord. passed 6- -2016) Penalty, see § [90.99](#)

Exhibit B:

§ 90.17 OUTDOOR AMPLIFICATION, MUSIC AND NOISE AT COMMERCIAL AND OTHERWISE BUSINESS ESTABLISHMENTS.

(A) Superseding any additional verbiage and parts in this section, it shall be unlawful for any commercial or otherwise business establishment, or the employees and/or patrons of any commercial establishment that is adjacent or in the vicinity of residential properties to emit any unreasonably loud and raucous noise from the premises of the commercial establishment, including any outdoor area which is part of or under the control of the establishment, which is plainly audible at a distance of 50 feet or less from any residential property, between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday and 11:00 p.m. and 7:00 a.m. on Friday and Saturday.

(B) (1) It shall be unlawful for any commercial or otherwise business establishment (including but not limited to restaurants, bars, or nightclubs) to operate or to allow the operation of any sound amplification equipment, music, or any other sound producing equipment out of doors or directed out of doors other than during the times listed below and at or below the maximum decibel (db(A)) level allowed:

- (a) 80 db(A) Sunday through Thursday between 8:00 a.m. and 10:00 p.m.;
- (b) 60 db(A) Sunday through Thursday between 10:00 p.m. and 2:00 a.m. the following day;
- (c) 80 db(A) Friday and Saturday between 8:00 a.m. and 11:00 p.m.;
- (d) 60 db(A) Friday and Saturday between 11:00 p.m. and 2:00 a.m. the following day.

~~(2) A commercial or otherwise business establishment may be cited for violating this section if the authorized enforcing official determines that the sound being produced is unreasonably loud and disturbing to the quiet enjoyment and use of another commercial or otherwise business establishment or residentially occupied property, using a standard of what a reasonable person would believe, or the standard applied to plainly audible noise, or the measurement of decibel level above what is listed as acceptable, in addition to taking into consideration the day of week and time of day.~~

(C) A commercial or otherwise business establishment may also be cited for violation of this section if noise is deemed to be unreasonably loud or disturbing per verbiage set forth in § 90.18(B).

(D) The decibel limits (db(CA)) prescribed in this section shall be measured utilizing the A-weighting scale on a sound level meter of standard design and quality having characteristics established by the American National Standards Institute. ~~The measurement of noise by a sound level meter does not supersede the standards applied to what a reasonable person would believe or what is considered plainly audible noise in regards to noise disturbing to a residentially occupied property and is considered as an additional tool that may be utilized to show a violation has occurred.~~

(E) For measurement of decibel limits prescribed in this section, measurements shall be taken at or beyond the property line of the commercial or otherwise business property at which the sound is being generated (complainee). For purposes of measurement, the back of the curb, the outside edges of driveways, fences, hedges, or other physical features commonly associated with property boundaries are presumed to be at a point which is at or beyond the property line. Per division (C) above, sound measurement guidelines regarding sound

measurement from at or beyond the property line of the party making a complaint of a violation of this section (complainant) is provided in § [90.18](#)(D).

(Ord. passed 6- -2016) Penalty, see § [90.99](#)

Exhibit C:

§ 90.18 UNREASONABLE SOUND AMPLIFICATION AND UNREASONABLY LOUD NOISE FROM/AT/NEAR RESIDENTIAL PROPERTIES.

(A) Superseding any additional verbiage and parts in this section, it shall be unlawful for any residential properties, the occupants and visitors of any residential property, or any other pedestrian that is adjacent or in the vicinity of residential properties to emit any unreasonably loud and raucous noise from the premises of the residence, including any area considered to be the curtilage of the residence, or if adjacent or in the vicinity of a residential property, which is plainly audible at a distance of 50 feet or less from any residential property between the hours of ~~98~~ 9:00 p.m. and 7:00 a.m. Sunday through Thursday and 9:00 p.m. and 7:00 a.m. on Friday and Saturday.

(B) (1) It shall be unlawful for any residential property, the occupants and visitors of any residential property, or any other pedestrian to operate or to allow the operation of any sound amplification equipment, music or any other sound producing equipment indoors, out of doors, directed out of doors, or adjacent to or in the vicinity of a residential property other than during the times listed below and at or below the maximum decibel (db(A)) level allowed:

- (a) 60 db(A) Sunday through Thursday between 7:00 a.m. and 8:00 p.m.;
- (b) 50 db(A) Sunday through Thursday between 8:00 p.m. and 7:00 a.m. the following day;
- (c) 60 db(A) Friday and Saturday between 7:00 a.m. and 9:00 p.m.;
- (d) 50 db(A) Friday and Saturday between 9:00 p.m. and 7:00 a.m. the following day.

~~(2) A resident, guest, visitor of a residence, or other pedestrian adjacent to or in the vicinity of an occupied residential property or a commercial or otherwise business establishment may be cited for violating this section if the authorized enforcing official determines that the sound being produced is unreasonably loud and disturbing to the quiet enjoyment and use of an adjacent or in the vicinity commercial or otherwise business establishment or residentially occupied property. Using a standard of what a reasonable person would believe, or the standard applied to plainly audible noise, or the measurement of decibel level above what is listed as acceptable, in addition to taking into consideration the day of week and time of day.~~ Commercial or otherwise business establishments adjacent to or in the vicinity of an occupied residential property may also be considered to be in violation of this section per § 90.17(C).

(C) The decibel limits (db(A)) prescribed in this section shall be measured utilizing the A-weighting scale on a sound level meter of standard design and quality having characteristics established by the American National Standards Institute. ~~The measurement of noise by a sound level meter does not supersede the standards applied to what a reasonable person would believe or what is considered plainly audible noise in regards to noise disturbing to a residentially occupied property and is considered as an additional tool that may be utilized to show a violation has occurred.~~

(D) For measurement of decibel limits prescribed in this section, measurements shall be taken at or beyond the property line of the residential property of the party that initiated the complaint (complainant). For purposes of measurement, the back of the curb, the outside edges of driveways, fences, hedges, or other physical features commonly associated with property boundaries are presumed to be at a point which is at or beyond the property line.

(Ord. passed 6- -2016) Penalty, see § 90.99

|

Exhibit D:

§ 90.19 NOISE CONTROL IN LOCUST TOWN CENTER

- (A) **Purpose:** This section aims to regulate noise in Locust Town Center, a designated mixed-use community, to ensure a harmonious environment for both residential and commercial occupants. It specifically addresses the control of music, amplified sound, and other noise sources to maintain an acceptable noise level that respects the comfort and well-being of residents.
- (B) **Definition:** Locust Town Center is recognized as a mixed-use community encompassing residential, commercial, and recreational properties. The noise regulations herein apply to all properties within this designated area.
- (C) **Decibel Limits:** The maximum allowable noise levels in Locust Town Center shall be:
- 80 db(C) Sunday through Thursday between 8:00 a.m. and 10:00 p.m.;
 - 60 db(C) Sunday through Thursday between 10:00 p.m. and 2:00 a.m. the following day;
 - 80 db(C) Friday and Saturday between 8:00 a.m. and 11:00 p.m.;
 - 60 db(C) Friday and Saturday between 11:00 p.m. and 2:00 a.m. the following day.
- (D) **Measurement of Noise Levels:** For the purpose of enforcing sound amplification and unreasonably loud noise regulations in Locust Town Center, decibel readings shall be taken from the closest residential occupied property, not including mixed-use buildings. This ensures that the impact on residential occupants is appropriately assessed and mitigated.

Exhibit E:

§ 90.2019 EXCEPTIONS.

The following producers of sound and/or noise are considered as exceptions and not in violation of the guidelines set forth in §§ [90.16](#), [90.17](#), and [90.18](#) within reason. The following exceptions should not be considered as an exclusive enumeration.

(A) Public safety personnel or other entities deemed as first responders when responding to an emergency call or engaged in other official business.

(B) Persons engaged in a lawful procession, assemblies, parade or community event previously approved by the city. Lawful processions and assemblies are only considered as exceptions if they do not violate any other established city ordinance or North Carolina General Statutes.

(C) The operator of a public utility vehicle, when utilizing two-way communications equipment.

(D) The activation of a theft or fire alarm signal device provided the activation of said device is not in violation of any other established ordinance or in violation of any North Carolina General Statutes.

(E) Sound emanating from scheduled and approved outdoor athletic events.

(F) Construction operations from 7:00 a.m. to 9:00 p.m. Monday to Friday and 8:00 a.m. to 9:00 p.m. Saturday and Sunday for which building permits have been issued or construction operations not requiring permits; providing all equipment is operated in accord with the manufacturer's specifications and with all standard equipment manufacturer's mufflers and noise-reducing equipment in use and in proper operating condition.

(G) Noise of safety signals, warning devices, emergency pressure relief valves, and all church bells provided it is not considered in violation of § [90.16](#)(A).

(H) Unamplified and amplified sound at street fairs or other similar events conducted, sponsored or approved by the city.

(I) Unamplified and amplified sound at community concerts or other similar events, conducted, sponsored, or approved by the city.

(J) All noises coming from the normal operations of properly equipped aircraft (not including scale model aircraft or drone like devices).

(K) Lawn mowers, lawn care equipment, and agricultural equipment used between 7:00 a.m. and 9:00 p.m. when operated with all of the manufacturer's standard mufflers and noise-reducing equipment in use and in proper operating condition.

(L) Any activities or producers of sound or noise that are authorized or approved through any other established city ordinances.

(Ord. passed 6- -2016)

Exhibit F:

§ 90.99 PENALTY.

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § [10.99](#).

(B) In addition to the remedies provided in §§ [90.02](#) through [90.04](#), any violation of the terms of §§ [90.01](#) through [90.04](#) shall subject the violator to the penalties and remedies, either criminal or civil or both, as set forth in § [10.99](#).

(C) Authorization to record, log, investigate, and enforce violations of §§ [90.16](#), [90.17](#), and [90.18](#) is given to the Planning and Zoning/Code Administrator, City Administrator, sworn officers with the Police Department, or other persons designated by the City Administrator.

(D) Any person, owner/operator of a vehicle, conveyance, or device, commercial establishment or owner/operator of any commercial establishment in violation of any section in this chapter for which no specific penalty is prescribed shall be subject to § [10.99](#).

(E) Violations of §§ [90.16](#), [90.17](#), and [90.18](#) shall constitute either a misdemeanor in violation of G.S. § 14-4 or, at the election of the city, shall subject the offender to a civil penalty upon the issuance of a citation for the violation as hereinafter provided.

(F) In the event that a civil penalty is issued for violations of §§ [90.16](#), [90.17](#), or [90.18](#), if the prescribed penalty is not paid it may be recovered by the city in a civil action in the nature of debt.

(G) Unless otherwise provided by a specific provision of any city ordinance or in this section, the civil penalty for violation of § [90.16](#) or § [90.18](#) (excluding commercial or otherwise business establishment deemed to be in violation of § [90.18](#)(B) as well as § [90.17](#)) shall be for an amount not to exceed \$50 for each violation and each time any single violation occurs, it may be considered as a separate violation.

(H) Specific to commercial and otherwise business establishments, the owners and/or operators of the establishment, establishment management and/or employees, shall be responsible and liable for any violations of §§ [90.15](#) through [90.19](#) by patrons or guests of the establishment.

(I) Specific to commercial and otherwise business establishments, violations of §§ [90.17](#) through ~~and~~ [90.189](#)(B) may be subject to either civil or criminal penalties or both.

(J) Specific to commercial and otherwise business establishments, upon receipt of a complaint alleging a violation or the observance of a violation of §§ [90.17](#) and/or [90.18](#)(B), an authorized official as set forth in division (C) above shall investigate and confirm the violation. Upon any confirmed violation, at the discretion of the authorized investigating official a verbal or written warning of the violation with the request for abatement may be issued or may be disregarded in lieu of civil and/or criminal penalties.

(K) Specific to commercial and otherwise business establishments, within any 30-day period upon confirmation of any first penalized violation (not including violations where a warning was issued) as established in §§ [90.17](#) and/or [90.18](#)(B), an authorized official may issue the offender as noted in § [90.99](#)(H) a civil penalty in the amount of \$100. In the event of subsequent violations within any 30-day period, then the civil penalty shall be increased for each additional violation up to the third penalized violation. Subsequent violations beyond the third within any 30-day period may be charged as a misdemeanor in violation of G.S. § 14-4, upon conviction,

be guilty of a Class 3 misdemeanor and subject to a fine not to exceed \$500 and/or imprisonment not to exceed 30 days.

(L) Specific to commercial and otherwise business establishments in violation of §§ [90.17](#) and/or [90.18\(B\)](#), the date of the first penalized violation shall establish the beginning date for the initial 30-day period. The next violation within that 30-day period shall be considered the second violation. Any violations that follow within that 30-day period shall be numbered sequentially. The penalty shall be:

(1) Any violation: Verbal or written warning at discretion of authorized official.

(a) First penalized violation: \$100 civil penalty.

(Starts 30-day period)

(b) Second penalized violation: \$200 civil penalty.

(c) Third and subsequent penalized violations: \$300 civil penalty OR misdemeanor.

(2) Once the 30-day period has run from the first penalized violation, the next penalized violation shall be considered to be a first penalized violation for the purposes of establishing a new 30-day period.

(M) Specific to commercial and otherwise business establishment violations of § [90.17](#) or § [90.18\(B\)](#), violators that are issued a civil written code and ordinance violation notice citation must pay the fine issued on that citation within 72 hours of the issue date and time, which penalty may provide for an additional \$50 delinquency charge for each 72-hour period thereafter upon nonpayment until paid in full.

(N) Specific to violations of § [90.16](#) or § [90.18](#) (excluding commercial or otherwise business establishment deemed to be in violation of § [90.18\(B\)](#) or § [90.17](#)), the owners and/or apparent operators of the noise making equipment, device, or entity, or established adult or parental residents or owner of the offending residential property shall be responsible and liable for any violations of these sections or for any violations of these sections by any juveniles or guests under their control.

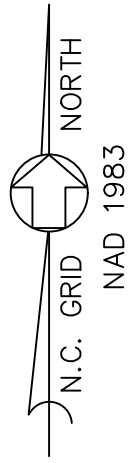
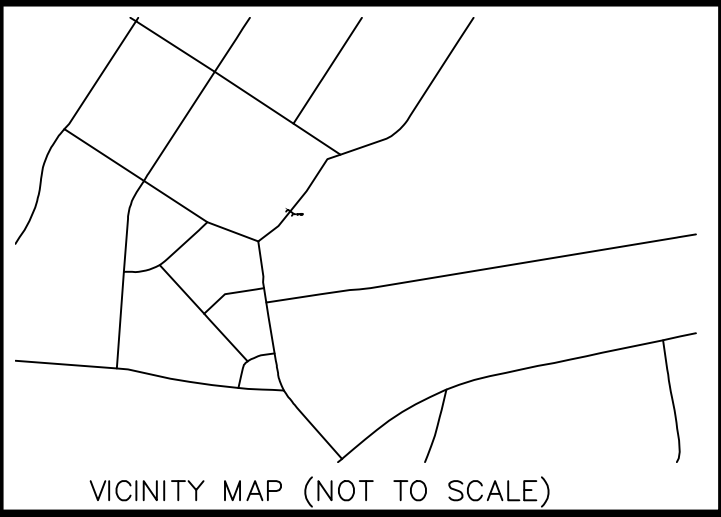
(O) Specific to violations of § [90.16](#) or § [90.18](#) (excluding commercial or otherwise business establishment deemed to be in violation of § [90.18\(B\)](#) or § [90.17](#)), upon receipt of a complaint alleging a violation or the observance of a violation of these aforementioned sections, an authorized official as set forth in division (C) above shall investigate and confirm the violation. Upon any confirmed violation, at the discretion of the authorized investigating official a verbal or written warning of the violation with the request for abatement may be issued or may be disregarded in lieu of civil and/or criminal penalties.

(P) Specific to violations of § [90.16](#) or § [90.18](#) (excluding commercial or otherwise business establishment deemed to be in violation of § [90.18\(B\)](#) or § [90.17](#)), violators that are issued a civil written code and ordinance violation notice citation must pay the fine issued on that citation within 15 days of the issue date and time, which penalty may provide for an additional \$50 delinquency charge for each 15-day period thereafter upon nonpayment until paid in full.

(Q) At the discretion of the authorized investigating official, any violation of § [90.16](#) or § [90.18](#) (excluding commercial or otherwise business establishment deemed to be in violation of § [90.18\(B\)](#) or § [90.17](#)) may be charged as a misdemeanor in violation of G.S. § 14-4, upon conviction, be guilty of a Class 3 misdemeanor and subject to a fine not to exceed \$500 and/or imprisonment not to exceed 30 days.

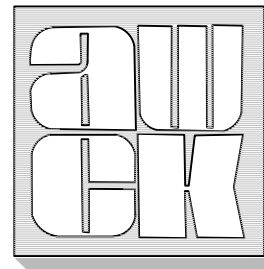
(R) The City Attorney, or their designee, is authorized to file suit on behalf of the city to collect any unpaid citations and any delinquency charge, and the Planning and Zoning/Code Administrator, or their designee, is authorized to verify and sign complaints on behalf of the city in such suits. If litigation is required to recover the penalties and delinquency charges, the City Attorney or their designee in addition to the penalties and delinquency charges may recover reasonable attorney's fees and other costs incurred in bringing the action and collecting the judgment.

(S) *Remedies.* This chapter may also be enforced through equitable remedies including but not limited to nuisance abatement procedures as issued by a court of competent jurisdiction.



GENERAL NOTES

- A. ALL WORK TO BE DONE IN ACCORDANCE WITH CITY OF LOCUST LDO, LATEST EDITION. THERE ARE SUPPORTING SPECIFICATIONS FROM MULTIPLE AGENCIES, INCLUDING BUT NOT LIMITED TO: STANLY COUNTY, NCDOT, AND NCDEQ. THE MORE RESTRICTIVE SPECIFICATION SHALL BE ENFORCED.
- B. CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS PRIOR TO CONSTRUCTION. ANY SIGNIFICANT VARIATIONS SHALL BE REPORTED IMMEDIATELY TO THE ENGINEER.
- C. DIMENSIONS AS SHOWN, ARE TO FACE OF CURB AND EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
- D. THE ENGINEER HAS MADE NO EXAMINATION TO DETERMINE WHETHER ANY HAZARDOUS OR TOXIC MATERIALS ARE PRESENT OR CONTAINED IN, UNDER, OR ON THE SUBJECT PROPERTY OR ITS WATERS; OR IF ANY HAZARDOUS OR TOXIC MATERIALS HAVE CONTAMINATED THIS OR OTHER PROPERTIES OR ITS WATERS IN ANY WAY WHATSOEVER. NO SUBSURFACE EXAMINATION OF ANY TYPE HAS BEEN MADE BY THE ENGINEER AND ACCORDINGLY, NO OPINION IS EXPRESSED OR INFERRED ON ALL SUCH MATTERS. FURTHER, NO OPINION IS RENDERED AS TO ANY VIOLATION OF ANY ENVIRONMENTAL LAWS OR REGULATIONS, EITHER FEDERAL, STATE OR LOCAL, RELATED TO THE INFORMATION SHOWN ON THIS PLAN AND THE ENGINEER IS IN NO WAY LIABLE FOR ANY VIOLATION OF SUCH ENVIRONMENTAL LAWS SHOULD THEY EXIST.
- E. THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY KIND OF LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OR ANY WORK ON THIS PROJECT, EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
- F. AT ALL TIMES, THE CONTRACTOR SHALL PERFORM PROJECT DEMOLITION WITH MINIMAL DISTURBANCE TO THE ADJACENT PROPERTIES. ALL DEBRIS GENERATED DURING THE DEMOLITION PHASE OF THE PROJECT, SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS.
- G. PARCEL LINES TAKEN FROM STANLY COUNTY GIS DATA, CONTOUR LINES TAKEN FROM NC FLOODPLAIN MAPPING PROGRAM LIDAR DATA, AND ORTHOIMAGERY TAKEN FROM NC ONEMAP DATED 2/28/2023.
- H. ALL PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH NCDOT STANDARD 1205 AND ALL SIGNAGE SHALL BE IN ACCORDANCE WITH PART 2 OF THE MUTCD.



alley, willams,
carmen & king, inc.

CONSULTING ENGINEERS,
SURVEYING & INSPECTION

Firm License No. F-0203
120 S. MAIN STREET
PO BOX 1248
KANNAPOLIS, NC 28081
704.938.1515
www.awck.com

PRELIMINARY
FOR REVIEW
ONLY

This drawing is the property of Alley, Williams,
Carmen & King, Inc. It is not to be reproduced,
copied, or used on any other project without
written permission.

Prepared for:

CITY OF LOCUST
186 RAY KENNEDY DRIVE
LOCUST, NC 28097
704-888-5260

CITY HALL STREETS RE-STRIPING
KISER LANE, KERRI DAWN LANE, HARRISON LANE
AND CHIEF STEVEN SMITH STREET
LOCUST, NORTH CAROLINA
PROPOSED RE-STRIPING PLAN

BY	REVISION	DATE	#

SCALE: 1" = 50'

DATE: 7-3-24

JOB # 24533

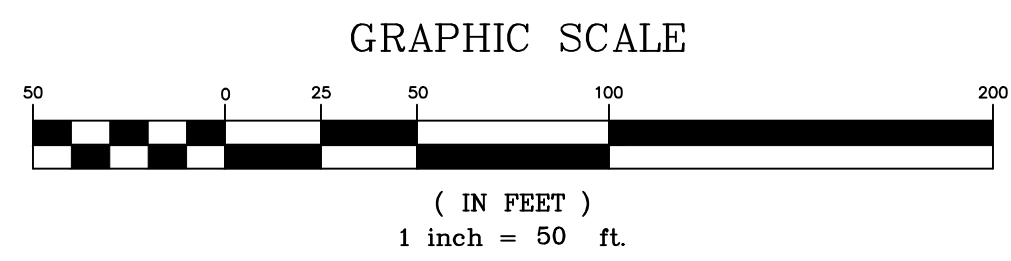
C - 1.0



SIGN LEGEND

- 1 A STOP W/ ALL WAY STOP(BELOW) 1 E DO NOT ENTER W/ ONE WAY(BELOW)
- 1 A1 ALL WAY STOP(BELOW EX STOP SIGN) 1 E1 YIELD
- 1 B RIGHT TURN ONLY
- 1 C NO LEFT TURN(BELOW EX STOP SIGN)
- 1 D KEEP RIGHT
- 1 E DO NOT ENTER

1 PROPOSED RE-STRIPING PLAN
Scale: 1"=50'



PROJECT: Locust Connector West Main St to Market St
 112 LF 22 FT wide- 2' Curb and Gutter with Sidewalk on one side

OWNER: CITY OF LOCUST

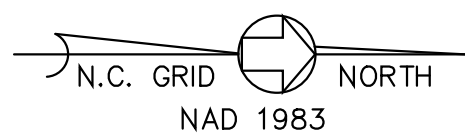
BUDGET ESTIMATE JUNE 2024



BUDGET ESTIMATE						
ITEM NO.	SEC	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	800	MOBILIZATION	1	LS	LUMP SUM	\$ 12,500.00
2	801	CONSTRUCTION SURVEYING	1	LS	LUMP SUM	\$ 3,500.00
3	226	COMPREHENSIVE GRADING	1	LS	LUMP SUM	\$ 25,000.00
4	226	UNDERCUT EXCAVATION	100	CY	\$ 30.00	\$ 3,000.00
5	226	CURB AND GUTTER REMOVAL	80	LF	\$ 65.00	\$ 5,200.00
6	270	GEOTEXTILE FOR SOIL STABILIZATION	100	SY	\$ 5.00	\$ 500.00
7	310	18" REINFORCED CONCRETE PIPE	40	LF	\$ 130.00	\$ 5,200.00
8	520	AGGREGATE BASE COURSE	160	TN	\$ 60.00	\$ 9,600.00
9	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	60	TN	\$ 150.00	\$ 9,000.00
10	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	40	TN	\$ 150.00	\$ 6,000.00
11	846	4" CONCRETE SIDEWALK, 5' WIDE	62	SY	\$ 55.00	\$ 3,410.00
12	848	CURB RAMP	2	EA	\$ 2,500.00	\$ 5,000.00
13	846	2' CURB AND GUTTER	220	LF	\$ 60.00	\$ 13,200.00
14	840	MASONRY DRAINAGE STRUCTURES	3	EA	\$ 3,500.00	\$ 10,500.00
15	840	FRAME, GRATE, AND HOOD	2	EA	\$ 750.00	\$ 1,500.00
16	840	DROP INLET FRAME AND GRATE	1	EA	\$ 500.00	\$ 500.00
17	1520	SANITARY SEWER - PVC 6 INCH LATERAL	40	LF	\$ 50.00	\$ 2,000.00
18	1605	TEMPORARY SILT FENCE	120	LF	\$ 10.00	\$ 1,200.00
19	1632	ROCK INLET SEDIMENT TRAP TYPE 'C'	3	EA	\$ 500.00	\$ 1,500.00
20	1610	RIP RAP OUTLET PROECTION	1	EA	\$ 500.00	\$ 500.00
21	1660	SEEDING AND MULCHING	1	LS	LUMP SUM	\$ 2,500.00
SUBTOAL						\$ 121,310.00
10% CONTINGENCY						\$ 12,131.00
TOTAL ESTIMATE						\$ 133,441.00
BUDGET						\$ 134,000.00

OPINION OF PROBABLE COSTS:

THIS OPINION OF COSTS SHOULD BE USED AS A WORKING NUMBER FOR OBTAINING FUNDS AND NOT AS A GUARANTEE OF CONSTRUCTION COSTS. THE UNIT COSTS ARE BASED ON THE COST OF CONSTRUCTION OF SIMILAR JOBS IN THE AREA, AND INCREASES IN COSTS OF MATERIALS OR LABOR COULD AFFECT THE COST OF CONSTRUCTION. THIS ESTIMATE IS BASED ON A CONCEPT PLAN AND NOT FULL DESIGN DRAWINGS.



A. ALL WORK TO BE DONE IN ACCORDANCE WITH CITY OF LOUGHBOROUGH, LATEST EDITION. THERE ARE SUPPORTING SPECIFICATIONS FROM MULTIPLE AGENCIES, INCLUDING BUT NOT LIMITED TO: STANLEY COUNTY, NCDOT, AND NCEQ. THE MORE RESTRICTIVE SPECIFICATION SHALL BE ENFORCED.

B. ALL BENCHMARK LOCATIONS AND ELEVATIONS ARE TO BE VERIFIED BY THE CONTRACTOR PRIOR TO BEGINNING CONSTRUCTION.

C. EXISTING UTILITIES ARE SHOWN IN THEIR APPROXIMATE LOCATIONS ONLY. ANY DAMAGE DONE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT ON THIS PLAN, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES, SHOWN OR NOT SHOWN ON THIS PLAN, PRIOR TO BEGINNING CONSTRUCTION. TO ENSURE PROPER LOCATION, THE CONTRACTOR SHALL CONTACT NCEQ AT (803) 632-4494 AT 1-800-632-4494 AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.

D. CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS PRIOR TO CONSTRUCTION. ANY SIGNIFICANT VARIATIONS SHALL BE REPORTED IMMEDIATELY TO THE ENGINEER.

E. DIMENSIONS AS SHOWN, ARE TO FACE OF CURB, FACE OF BUILDING, AND EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.

F. THE EXISTING UTILITIES SHALL REMAIN IN SERVICE UNTIL NEW LINES ARE IN PLACE AND ACTIVATED. THE CONTRACTOR SHALL COORDINATE REMOVAL OF SERVICES WITH THE APPROPRIATE UTILITY COMPANY AND THE OWNER.

G. THE ENGINEER HAS MADE NO EXAMINATION TO DETERMINE WHETHER ANY HAZARDOUS OR TOXIC MATERIALS ARE PRESENT OR CONTAINED IN, UNDER, OR ON THE SUBJECT PROPERTY OR ITS WATERS; OR IF ANY HAZARDOUS OR TOXIC MATERIALS HAVE CONTAMINATED THIS OR OTHER PROPERTIES OR ITS WATERS. IN ANY EVENT, THE ENGINEER MAKES NO GUARANTEE OR ASSURANCE OF ANY KIND, AND NO OPINION IS RENDERED AS TO ANY VIOLATION OF ANY ENVIRONMENTAL LAWS OR REGULATIONS, EITHER FEDERAL, STATE OR LOCAL, RELATED TO THE INFORMATION SHOWN ON THIS PLAN AND THE ENGINEER IS IN NO WAY LIABLE FOR ANY VIOLATION OF SUCH ENVIRONMENTAL LAWS SHOULD THEY EXIST.

H. THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY KIND OF LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OR ANY WORK ON THIS PROJECT, EXCEPT FOR LIABILITY ARISING FROM THE NEGLIGENCE OF THE ENGINEER.

I. AT ALL TIMES, THE CONTRACTOR SHALL PERFORM PROJECT DEMOLITION WITH MINIMAL DISTURBANCE TO THE ADJACENT PROPERTIES. ALL DEBRIS GENERATED DURING THE DEMOLITION PHASE OF THE PROJECT, SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS.

J. PARCEL LINES TAKEN FROM STANLEY COUNTY GIS DATA, CONTOUR LINES TAKEN FROM NC FLOODPLAIN MAPPING PROGRAM LIDAR DATA, AND ORTHOIMAGERY TAKEN FROM NC CENMAP DATED 2/28/2023.



CONSULTING ENGINEERS,
SURVEYING & INSPECTION

Firm License No. F-0203

120 S. MAIN STREET

120 S. MAIN STREET
PO BOX 1010

PO BOX 1248

KANNAPOLIS, NC 28

704 038 1515

704.938.1313

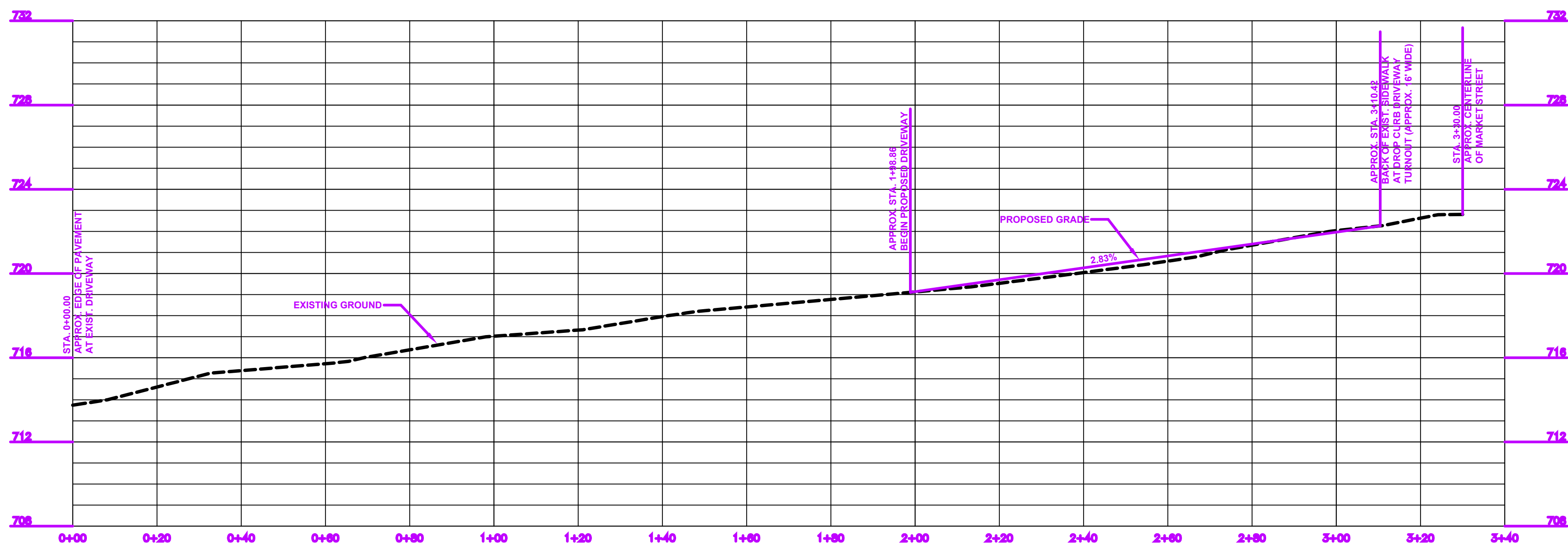
PRELIMINARY
FOR REVIEW
ONLY

This drawing is the property of Alley, Williams, Carmen & King, Inc. It is not to be reproduced copied, or used on any other project without written permission.

Prepared for:

CITY OF LOCUST
186 RAY KENNEDY DRIVE
LOCUST, NC 28097
704-888-5260

MARKET STREET DRIVEWAY
UNITED STATES POSTAL SERVICE
206 W MAIN STREET
PLAN AND PROFILE



1 PLAN AND PROFILE

Scale: 1"=40'

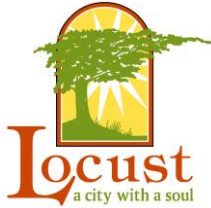
GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.



BY									
REVISION									
DATE									
#									
SCALE: 1" = 40'									
DATE: 6-13-24									
JOB # 24533									
C - 2.0									



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

Purchase Order Requests **FY 2024-2025 – 7/11/2024**

Purchase Request # 5388

Vendor: Chambers Engineering, PA

For: General Engineering Services – May 2024

Amount: \$ 1,841.50

Charge Code: 061-005-07400-52103 WW – Engineering Fees

Remaining Budget: \$ 28,158.50 for FY 2024-2025

Purchase Request # 5389

Vendor: Clear Water Inc.

For: Emergency Service Call – WW System Main Flow

Amount: \$ 1,200.00

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

Remaining Budget: \$ 32,879.15 for FY 2024-2025

Purchase Request # 5403

Vendor: Deeck Mechanical

For: Police Dept. HVAC Repairs/Maintenance

Amount: \$ 1,085.00

Charge Code: 011-005-04200-54260 Govt. Center

Remaining Budget: \$ 68,915.00 for FY 2024-2025

Purchase Request # 5412

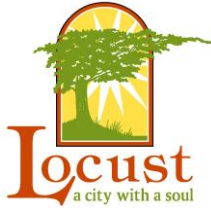
Vendor: Michael R Griffie

For: Summer Concert Band Fees

Amount: \$ 1,300.00

Charge Code: 011-005-06000-53109 Park – Program Services

Remaining Budget: \$ 33,700.00 for FY 2024-2025



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

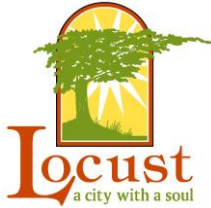
Requested Budget Amendments
7/11/2024
FY 2023-2024 - updated

General Fund

Revenues:

\$630,600.00	011-004-03100-03110 Property Taxes
\$5,894.00	011-004-03100-03111 Interest Property Tax
\$6,230.00	011-004-03100-03120 Vehicle Tax
\$335,993.00	011-004-03200-03210 Sales Tax
\$39,605.00	011-004-03200-03240 Business Registration
\$2,400.00	011-004-03200-03250 Cable Vision Tax
\$60,000.00	011-004-03300-03350 Franchise Tax
\$10,026.00	011-004-03315-03322 Beer and Wine Tax
\$49,259.00	011-004-03470-03471 Solid Waste Tax
\$4,901.00	011-004-03800-03881 Vehicle Sale
\$218,662.00	011-004-03830-03831 Interest General Fund
\$25,880.00	011-004-03830-03832 Park Fees
\$5,506.00	011-004-03830-03834 Building Rentals
\$666.00	011-004-03830-07003 Restricted-SRO Grant
<u>\$1,600.00</u>	011-004-03830-07007 Restricted – Stanly Co. Arts Grant

\$1,411,812.00 **Total Revenue Increase**



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

Expenditures:

Admin. Department

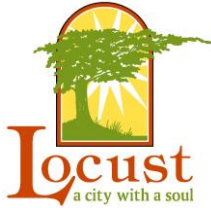
\$1,999.00	011-005-04100-51252 Admin – Other Insurance
\$6,557.00	011-005-04100-52100 Admin – Legal
\$323.00	011-005-04100-52103 Admin – Employee Wellness
\$247.00	011-005-04100-53102 Admin – Office Supplies
\$177.00	011-005-04100-53105 Admin – Fleet Maintenance
\$351.00	011-005-04100-53107 Admin – Office Expenses
\$381.00	011-005-04100-53506 Admin – Advertising
(\$379.00)	011-005-04100-53502 Admin – Continuing Education
<u>(\$1,100.00)</u>	011-005-04100-53504 Admin - Telephone
\$8,556.00	Subtotal: Admin. Department

Police Department

(\$1,993.00)	011-005-04300-51100 Police – Salaries & Wages
\$50.00	011-005-04300-52140 Police – Worker’s Compensation
\$9,850.00	011-005-04300-52100 Police – Legal Fees
\$422.00	011-005-04300-53102 Police – Office Supplies
\$563.00	011-005-04300-53104 Police – Uniforms
\$268.00	011-005-04300-53108 Police – Equipment
\$690.00	011-005-04300-53501 Police – Training
<u>\$38,904.00</u>	011-005-04300-55500 Police – Capital Outlay
\$48,754.00	Subtotal: Police Department

Public Works Department

(\$3,895.00)	011-005-04400-51230 Public Works – 401K Retirement
\$90.00	011-005-04400-53102 Public Works – Office Supplies
\$195.00	011-005-04400-53507 Public Works – Utilities
\$20.00	011-005-04400-53516 Public Works – Street Beautification/Lights
\$3,195.00	011-005-04400-53520 Public Works – Street Scapes
\$395.00	011-005-04400-55200 Public Works – Facilities Maintenance
<u>\$129,037.00</u>	011-005-04400-55501 Public Works – Capital Street Paving
\$129,037.00	Subtotal: Public Works Department

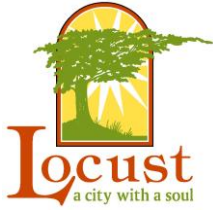


City of Locust
Post Office Box 190
Locust, North Carolina 28097-0190
(704) 888-5260

Parks & Rec. Department

(\$5,137.00)	011-005-06000-51240 Parks – Worker’s Compensation
\$228.00	011-005-06000-51100 Parks – Salaries and Wages
\$488.00	011-005-06000-53102 Parks – Office Supplies
\$2,098.00	011-005-06000-53109 Parks – Program Services
\$465.00	011-005-06000-53114 Parks – Youth Athletics
\$313.00	011-005-06000-53115 Parks – Concession Supplies
\$180.00	011-005-06000-53502 Parks – Cont. Education
\$650.00	011-005-06000-53507 Parks – Utilities
\$679.00	011-005-06000-53520 Parks – Facility Maintenance
\$1,189,819.00	011-005-06000-55501 Parks – Capital Improvements
<u>\$36.00</u>	011-005-06000-56107 Parks – Advertising
1,189,819.00	Subtotal: Parks & Rec. Department

\$1,411,812.00 **Total Expenditure Increase**



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

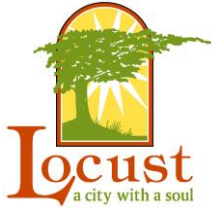
Requested Budget Amendments
7/11/2024
FY 2023-2024

General Fund

Streets – Transportation Department

Line-Item Transfers:

(\$3,058.00)	011-005-04500-51100 Streets – Salaries & Wages
<u>\$3,058.00</u>	011-005-04500-52107 Streets – Mapping/Legal
<u>0.00</u>	Expenditure Increase



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

**Requested Budget Amendments
7/11/2024
FY 2023-2024 - updated**

Wastewater Fund

Revenues:

\$1,963.00	061-004-03000-03060 Misc. Income
\$86,969.00	061-004-03830-03837 Insurance Proceeds
<u>\$141,772.00</u>	061-004-07000-07100 System Development Fees

\$230,704.00 **Total Revenue Increase**

Expenditures:

\$1,394.00	061-005-07100-52108 Legal Fees
\$5.00	061-005-07100-53505 Postage
\$35.00	061-005-07400-53508 Electric – PS 1 Browns Hill
\$116.00	061-005-07400-53512 Electric – PS 5 Redah
\$211.00	061-005-07400-53515 Water – Stanly County
\$202.00	061-005-07400-53518 Electric – PS 57 Locust Valley
\$86,969.00	061-005-07400-54103 WW – Emergency Expenses
<u>\$141,772.00</u>	061-005-07500-55508 Capital Project – N. Basin

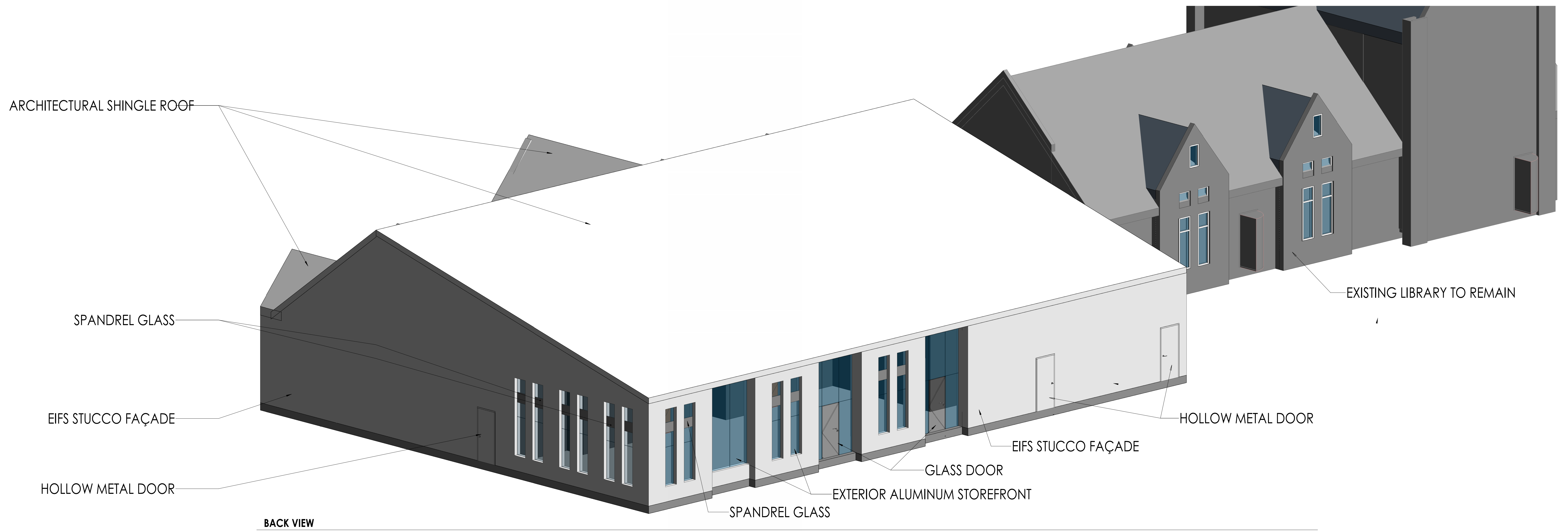
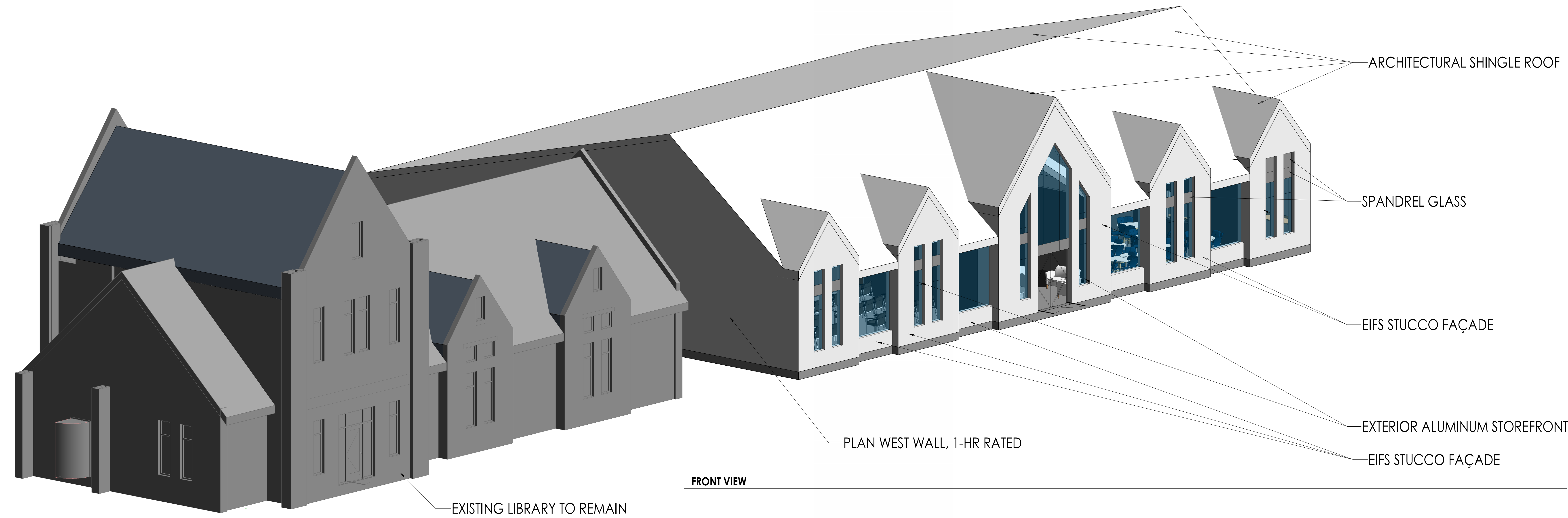
\$230,704.00 **Total Expenditure Increase**

Locust Senior Center
LOCUST, NC

**Senior Center - Colored
Floor Plan**

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





Locust Wastewater
Monthly Metering

Monthly Wastewater Flow Recordings

<u>Date</u>	<u>Time</u>	<u>Meter</u>	<u>Daily Total</u>	<u>Recorded Rain</u> Fall(")
Saturday, June 1, 2024	11:59:59 PM	331905.3	331905.3	
Sunday, June 2, 2024	11:59:59 PM	666428.4	334523.1	0.39
Monday, June 3, 2024	11:59:59 PM	1068827.5	402399.1	0.28
Tuesday, June 4, 2024	11:59:59 PM	1405142.8	336315.3	0.06
Wednesday, June 5, 2024	11:59:59 PM	1740429.4	335286.6	0.02
Thursday, June 6, 2024	11:59:59 PM	2093373.2	352943.8	0.30
Friday, June 7, 2024	11:59:59 PM	2434571.6	341198.4	0.03
Saturday, June 8, 2024	11:59:59 PM	2747720.4	313148.8	
Sunday, June 9, 2024	11:59:59 PM	3086417.8	338697.4	0.06
Monday, June 10, 2024	11:59:59 PM	3423347.9	336930.1	
Tuesday, June 11, 2024	11:59:59 PM	3749076.6	325728.7	
Wednesday, June 12, 2024	11:59:59 PM	4071788.3	322711.7	
Thursday, June 13, 2024	11:59:59 PM	4402876.4	331088.1	
Friday, June 14, 2024	11:59:59 PM	4733686.8	330810.4	
Saturday, June 15, 2024	11:59:59 PM	5062491.0	328804.2	
Sunday, June 16, 2024	11:59:59 PM	5401188.4	338697.4	0.06
Monday, June 17, 2024	11:59:59 PM	5685036.5	283848.1	0.02
Tuesday, June 18, 2024	11:59:59 PM	5997915.6	312879.1	0.02
Wednesday, June 19, 2024	11:59:59 PM	6318052.8	320137.2	
Thursday, June 20, 2024	11:59:59 PM	6637997.8	319945.0	0.06
Friday, June 21, 2024	11:59:59 PM	6959246.9	321249.1	
Saturday, June 22, 2024	11:59:59 PM	7292044.4	332797.5	
Sunday, June 23, 2024	11:59:59 PM	7636519.1	344474.7	
Monday, June 24, 2024	11:59:59 PM	7961062.2	324543.1	
Tuesday, June 25, 2024	11:59:59 PM	8289053.8	327991.6	0.09
Wednesday, June 26, 2024	11:59:59 PM	8601765.1	312711.3	
Thursday, June 27, 2024	11:59:59 PM	8922140.7	320375.6	0.05
Friday, June 28, 2024	11:59:59 PM	9252124.5	329983.8	0.03
Saturday, June 29, 2024	11:59:59 PM	9589489.5	337365.0	.
Sunday, June 30, 2024	11:59:59 PM	9926583.9	337094.4	0.49
Monthly Total			9926583.9	1.96
Daily Average		330886.13		



JUNE 2024 SUMMARY

JUNE 2024

CATEGORY	AMOUNT
Total Incident Reports Recorded	108
Business And Neighborhood Patrols	2,561
Arrest Charges Made	51
Traffic Crashes Reported	17

June 2024 Officer of the Month



SRO Daniel Longtin

SRO Longtin successfully completed another school year at Locust Elementary School keeping staff and students safe and building valuable relationships, including teaching the D.A.R.E. drug prevention course and other self-designed safety courses to area students and groups. In June, SRO Longtin assisted with the Stanly County Sheriff's Office's summer camp program, and under the guidance and assistance of Detective Sergeant Brittany Tucker completed planning for the Locust Police Department's first ever junior detective week-long program to be held in July.

"SRO Longtin does a great job interacting and building personal relationships with the children at Locust Elementary School. Over the last several months he has used his creativity and dedication to the children of Locust to develop the first Jr. Detective Summer Camp for the Locust Police Department. SRO Longtin has done an outstanding job and I look forward to seeing his hard work unfold in several weeks."

– Locust Detective Sergeant Brittany Tucker

Planning and Zoning

June 2024

6 New House Permits
Summit

SDH,

3 Commercial up fits

1 Accessory Structure

4 Fence

2 Signs

2 Remodel

1 Conditional Rezoning
Martin

2 Pools

38 New house permits as of 6/30/2024